

RG Gold LLP's Model Product Supply Agreement Terms

These RG Gold LLP's Model Product Supply Agreement Terms (hereinafter referred to as the **Terms**) have been developed in accordance with Article 388 of the Civil Code of the Republic of Kazakhstan and shall define individual (general) terms of the product supply agreements (hereinafter referred to as the **Agreement**) concluded by RG Gold LLP (hereinafter referred to as the **Buyer**) with its suppliers (hereinafter referred to as the **Supplier**).

1. Agreement Scope

- 1.1. The Supplier shall supply and the Buyer accept a product (hereinafter referred to as the Product) in accordance with these Terms and the Agreement.
- 1.2. The Product description, quantity, unit price, time and place of delivery, payment due date, warranty period and other necessary information regarding the Product to be supplied shall be specified in the Agreement.
- 1.3. Title to a Product shall be taken by the Buyer on the date of signing of a release note for supply of stocks to outside parties (hereinafter referred to as the delivery note) and/or Product acceptance and transfer certificate determined in accordance with Paragraph 4.9. of the Terms. The risk of accidental loss and damaging of a Product shall be transferred to the Buyer following the acceptance of the Product and signing by the Buyer of the Product delivery note and/or acceptance and transfer certificate, whose date shall be determined in accordance with Paragraph 4.9. of the Terms.

2. Product Cost and Terms of Payment

- 2.1. The total cost of a Product shall be the amount specified in the Agreement.
- 2.2. The total cost of a Product shall include: the Product cost, expenses associated with preparation of necessary technical documentation, Product packing and marking costs, expenses for shipping to the Product delivery place specified in the Agreement, Product stacking and storage where necessary, handling operations, Product certification in the Republic of Kazakhstan, commissioning, installation/deinstallation, installation supervision, connection, putting of a Product into operation, personnel training and other expenses associated with the implementation of the Agreement.
- 2.3. The total cost of a Product shall include VAT (provided VAT is included in the total cost of the Product in accordance with the Agreement), all taxes, mandatory payments, levies, fees, tariffs, charges, deductions, payments, additional payments, exactions and excise duties of any type and character (effective or those coming into effect after the date of the Agreement as well as any increases thereof, including all sales and transfer taxes, excise duties and storage taxes; permit, port, pilotage, quay and handling fees, taxes on gross receipts, income, profits, additional compensations, deductibles and personal property; payroll taxes, trade-union and industry-specific taxes and levies; import, stamp and transaction duties; additional import taxes, customs clearance taxes and levies, as well as any allowances, penalties, fines and other duties and fees associated with them that are established by the law), regardless of whether those are imposed by Kazakh agencies in accordance with the legislation of the Republic of Kazakhstan or any foreign tax agency in accordance with a different applicable law.
- 2.4. The total cost of a Product cannot be changed on a unilateral basis during the validity period of an Agreement.
- 2.5. The Buyer shall pay for a Product in accordance with the procedure specified by these Terms and the Agreement.
 - 2.5.1. If the Agreement provides for payment of 100% of the cost of an actually supplied Product accepted by the Buyer, the payment shall be made on condition of occurrence of all events specified further in this paragraph and within thirty (30) calendar days of the date of an event that takes place later: 1) Product delivery date determined in accordance with Paragraph 4.9. of the Terms and (or) fulfillment by the Supplier of the corresponding obligations in accordance with Paragraph 4.17. of the Terms; or 2) the date on which the Supplier presents the Buyer with an invoice issued based on adequately prepared documents confirming proper delivery of a Product in terms of quantity and quality: Product delivery note and/or acceptance and transfer certificate and/or relevant act for fulfillment of a corresponding obligation during the delivery of the Product specified in the Agreement signed and sealed by the Parties in accordance with the procedure specified in Paragraphs 4.9., 4.17. of the Terms; or 3) the date on which the Supplier presents the Buyer with the original of the Agreement (Buyer's copy) signed and sealed by the Parties. In case any of the afore-mentioned events does not take place, the payment due date shall be correspondingly postponed until their complete fulfillment by the Supplier, with the Buyer incurring no liability under the Agreement.
 - 2.5.2. If the Agreement provides for payment by the Buyer of an upfront (advance) fee, the Buyer shall transfer it to the Supplier in an amount specified in the Agreement no later than five (5) bank days of the date of signature of the Agreement by the Parties. The remaining amount shall be paid with due regard for proportional deduction of the advance payment amount on condition of occurrence of all events specified further in this paragraph and within thirty (30) calendar days of the date of an event that takes place later: 1) Product delivery date determined in accordance with Paragraph 4.9. of the Terms and (or) fulfillment by the Supplier of the corresponding obligations in accordance with Paragraph 4.17. of the Terms; or 2) the date on which the Supplier presents the Buyer with an invoice issued based on adequately prepared documents confirming proper delivery of a Product in terms of quantity and quality: Product delivery note and/or acceptance and transfer certificate and/or relevant act for fulfillment of a corresponding obligation during the delivery of the Product specified in the Agreement signed and sealed by the Parties in accordance with the procedure specified in Paragraphs 4.9., 4.17. of the Terms; or 3) the date on which the Supplier presents the Buyer with the original of the Agreement (Buyer's copy) signed and sealed

by the Parties. In case any of the afore-mentioned events does not take place, the payment due date shall be correspondingly postponed until their complete fulfillment by the Supplier, with the Buyer incurring no liability under the Agreement.

- 2.6. All payments under an Agreement shall be made in the national currency of tenge and to the Supplier's bank account specified in the Agreement.
- 2.7. The payment date shall be the date on which the payer's bank marks the payment as accepted for effecting.
- 2.8. The payment due to the Supplier may be fully or partially suspended by the Buyer without payment of a fine for late payment should the Supplier fail to fulfill any of the obligations under the Agreement.
- 2.9. The Parties shall sign an account reconciliation report drawn up by the Buyer when necessary. The reconciliation report shall be signed by the authorized persons and chief accountants of each of the Parties and certified with the Parties' seals.

3. Rights and Obligations of the Parties

3.1. The Buyer shall be eligible to:

- 3.1.1. Check the quality, completeness and designations of a received Product, and in case of its non-compliance not to accept the Product, not to pay its cost and return the Product to the Supplier;
- 3.1.2. Demand that the missing amount of a Product be additionally delivered or reject the Product in case the Supplier has delivered to the Buyer a lesser amount of the Product in violation of the Agreement and the Terms;
- 3.1.3. At its discretion, either accept the Product (part of the Product) with the identified defects or refuse to accept the Product in accordance with Paragraph 4.10. of the Terms;
- 3.1.4. Repudiate the Agreement on a unilateral basis in accordance with Paragraph 11.4. of the Terms;
- 3.1.5. Exercise other rights provided for by and arising from the Agreement, Terms and legislation of the Republic of Kazakhstan.

3.2. The Buyer shall undertake to:

- 3.2.1. Accept the Product in accordance with the Agreement and the Terms;
- 3.2.2. Pay for the Product in accordance with the Agreement and the Terms;
- 3.2.3. Properly fulfill all of its other obligations under the Agreement and the Terms.

3.3. The Supplier shall be eligible to:

- 3.3.1. Demand that the Buyer properly implement the Agreement and the Terms;
- 3.3.2. Demand that the Buyer pay for the delivered Product on a timely basis;
- 3.3.3. Carry out early delivery of the Product upon the Buyer's approval.

3.4. The Supplier shall undertake to:

- 3.4.1. Deliver to the Buyer a Product of proper quality within the time limits and in accordance with the Agreement and the Terms.
- 3.4.2. In case of improper delivery of a Product (*short delivery, delivery of an incomplete, faulty Product or the one that does not comply with the technical documentation*):
 - 3.4.2.1. Carry out proper delivery of the Product (*make up for the short-delivered amount of the Product, replenish, replace, provide the Product*) or repair at its own expense the faulty Product within twenty (20) calendar days of the date of receipt of a corresponding notice from the Buyer or a different time period agreed upon with the Buyer, in which case the Product shall be regarded as delivered by the Supplier starting from the moment of replacement of a Product of standard quality, delivery of the missing amount of the Product or following repairs to the Products, or
 - 3.4.2.2. In case of failure by the Supplier to fulfill its obligations in accordance with Paragraph 3.4.2.1. of the Terms, fully reimburse the actually incurred Buyer's expenses under the Agreement in connection with the making up for the amount of the Product short-delivered by the Supplier, replenishment, replacement or repairs to a faulty Product;
- 3.4.3. Present a conformity certificate for the Product, if the Product delivered is on the list of the products and services subject to mandatory certification in accordance with the RoK legislation;
- 3.4.4. Store the Product in its warehouses within the time limits agreed upon by the Parties when necessary, with the Buyer having no obligation to pay to the Supplier for the period when the Product is stored in the Supplier's warehouse;
- 3.4.5. The Supplier shall reflect in its VAT returns all turnovers under the Agreement. In case as part of an in-house audit, review or other measures, facts are uncovered by authorized state bodies of failure to reflect (pay) or confirm transaction accounts provided for by the Agreement, which will result in the Buyer being denied the refund of the excess VAT amount from the budget of the Republic of Kazakhstan or in additional taxes being imputed, the Supplier shall compensate the Buyer within ten (10) days of the receipt of a corresponding notice from it for the entire excess VAT amount, whose refund from the budget of the Republic of Kazakhstan was denied, as well as for all other imputed taxes, including the financial penalties;
- 3.4.6. Should the Agreement provide for a requirement that the Supplier perform commissioning, installation supervision, putting the Product into operation, other corresponding obligations during the Product delivery, the Supplier shall ensure compliance by its personnel with the applicable requirements of the legislation of the Republic of Kazakhstan in the area of industrial safety, HSE as well as Buyer's internal procedures during their presence on the territory of the Buyer's facilities, including: civil defense requirements, including the industrial and fire safety, HSE and power management ones; personnel authorization procedure; procedure for observance of sanitary epidemiological protection measures during visits to RG Gold LLP's territory and facilities; access control procedure and internal security policy on the protected territory and at the protected facilities of RG Gold LLP, as well as instructions of the Buyer's representatives while on the territory and at the facilities of RG Gold LLP. The Buyer shall provide internal documents for familiarization

at the Supplier's request.

4. Product Delivery (Transfer) Time and Procedure

Product Delivery Time

- 4.1. Product delivery time (Product delivery calendar dates/time period or schedule) shall be specified in the Agreement.
- 4.2. Should the Product be delivered based on a schedule, the Supplier shall notify the Buyer of the progress of delivery of the next scheduled batch of the Product by submitting written reports on a weekly basis and (or) at the Buyer's request.
- 4.3. The Supplier shall appoint its designated representative for the Agreement for resolution of all operational issues arising during the course of its implementation. Prior to the commencement of Product delivery, the Supplier shall familiarize itself and abide by the Buyer's guidelines for delivery of goods for suppliers attached hereto.
- 4.4. The Buyer shall appoint its designated representative for performance of supervision over the progress of Product delivery and resolution of operational issues, as well as for acceptance of the Product from the Supplier.
- 4.5. Product delivery may be undertaken by the Supplier over a number of separate shipments in accordance with the Agreement or with the written consent of the Buyer.
- 4.6. If a Product is to be delivered based on the Buyer's requests, the Buyer shall forward to the Supplier a request (in written or digital form to the addresses/emails indicated in the Agreement), specifying the Product quantity and required delivery time. The Supplier shall confirm that the Product delivery can be carried out within the required time limits by signing and forwarding the signed request back to the Buyer within two (2) business days of the date of receipt of the request. In cases where: (1) the Supplier fails to sign/forward the signed request or forward a suggestion that it be revised within specified time limits, the request shall be deemed accepted by the Supplier for execution; (2) it is impossible to deliver the Product within the required time limits, the Supplier shall forward to the Buyer a request, specifying acceptable delivery time. If the time of delivery of the Product (part of the Product) proposed by the Supplier is unacceptable and in excess of that proposed by the Buyer, the Buyer shall have the right not to accept the request on the terms proposed by the Supplier and to unilaterally repudiate the Agreement in accordance with the procedure provided for by Article 11 of the Terms.

Product acceptance based on a consignment note

- 4.7. On the day the Product reaches its destination (place of delivery) specified in the Agreement, the Product shall be accepted by the recipient from the shipper based on the number of packages indicated in the Product consignment note by comparing the actually available packages with the number indicated in the consignment note provided the Product packaging integrity is not compromised and does not have other prominent deficiencies (defects).

Product acceptance and transfer (acceptance) based on the quantity and quality

- 4.8. A Product shall be transferred based on a delivery note and/or acceptance and transfer certificate.
- 4.9. Product acceptance and transfer (acceptance) based on the quantity and quality shall be undertaken by the Parties within a period of no more than five (5) business days of the date of arrival of the Product in its place of delivery specified in the Agreement, subsequent to which the Buyer shall sign within specified time limits the Product delivery note and (or) acceptance and transfer certificate. Should the Buyer within the time limits specified in this Paragraph of the Terms fail to sign the Product delivery note and (or) acceptance and transfer certificate and present a written refusal to sign the indicated documents, the Product shall be deemed accepted by the Buyer on the date following the date of expiration of the period for Product acceptance and transfer (acceptance) based on the quantity and quality specified in this Paragraph of the Terms.

Product Defects

- 4.10. In case of discovery of facts of short delivery and/or other facts to do with improper Product delivery (in terms of quantity and/or quality), including, but not limited to incompleteness, prominent defects, late delivery, compromised packaging integrity, etc., the Buyer shall have the right not to accept the Product and sign the Product consignment/delivery note and (or) acceptance and transfer certificate, or at its discretion the Buyer shall have the right to accept the available Product, make a note regarding the fact of violation (Product deficiency) in the Product consignment/delivery note and (or) acceptance and transfer certificate as well as draw up and sign a bilateral defects act prepared by the Product recipient and the person transferring it.
The defects act shall contain the following data: the number of the missing package, its weight and dimensions, other remarks. The Buyer shall hand one copy of the defects act over to the Supplier within five (5) calendar days.
- 4.11. In case of acceptance of a Product in accordance with Paragraph 4.10. of the Terms, the Buyer shall ensure storage of the Product of improper quality or incomplete Products under the conditions that prevent deterioration of their quality. The Buyer shall immediately summon the Supplier's representative for participation in the continuation of the Product acceptance and signature of the defects act.
- 4.12. In case the Supplier's representative has been absent for ten (10) calendar days of the date of receipt of a call, not counting the time necessary for travel, the Supplier fails to sign the defects act forwarded in accordance with Paragraph 4.10. of the Terms and/or the Supplier refuses to sign the Product defects act, one shall consider as valid the act signed by the Buyer on a unilateral basis. The Supplier's actions/inaction listed in this Paragraph shall not be cause for releasing the Supplier from an obligation to eliminate the identified defects.
- 4.13. Within ten (10) calendar days or other time limits agreed upon with the Buyer of the date of receipt of the Product defects act and/or consignment/delivery note and (or) acceptance and transfer certificate with corresponding notes regarding the Product defects forwarded by the Buyer in accordance with Paragraph 4.10. of the Terms, the Supplier shall undertake to deliver the short-delivered, replenish (replace) the incomplete and/or damaged Product under the terms, in which the

Product is supplied to its place of delivery specified in the Agreement as well as present (if necessary) the corrected Product consignment/delivery note and (or) acceptance and transfer certificate. All the expenses in this case shall be incurred by the Supplier.

A Party may initiate an examination of a Product, which shall be conducted in accordance with the rules and regulations of the Republic of Kazakhstan. The examination shall be conducted at the concerned Party's expense and only in a specialized institution with corresponding certification. Should the examination establish that inadequate quality occurred before the Product was transferred to the Buyer or for reasons that arose before the Product was transferred to the Buyer, all expenses associated with the examination shall be incurred by the Supplier and compensated by it to the Buyer provided the examination was conducted at the Buyer's expense.

4.14. The Buyer shall have the right not to accept a Product based on the quantity and quality and pay for the Product until the identified defects have been eliminated and results of the examination described in Paragraph 4.13. of the Terms have been obtained, as well as repudiate the Agreement on a unilateral basis in case the identified Product defects have not been eliminated (properly eliminated). Failure by the Buyer to fulfill the obligation to pay for the delivered Product for reasons listed in this Paragraph of the Terms shall not constitute a breach of its obligations under the Agreement, and the Supplier shall not have the right to impose on the Buyer punitive penalties provided for by the Terms.

4.15. The Buyer's claims (reclamations) regarding short delivery, incompleteness, damage and/or non-conformity of a Product to the Agreement may be forwarded to the Supplier's address within thirty (30) calendar days of the date of the Product acceptance to be determined in accordance with Paragraph 4.9. of the Terms.

Product documentation

4.16. Concurrently with the Product delivery, the Supplier shall undertake to present the Buyer with the following documents:

- 1) An invoice, specifying the Product cost. When the invoice is issued in paper form, the Buyer shall be presented with 1 original. In this case, the invoice shall be issued on the date of turnover completion. If the invoice is issued in digital form, it shall be formalized within fifteen (15) days of the date of turnover completion, but in any case no later than the last day of the month, in which the turnover was completed;
- 2) A packing list specifying the weight (gross and net), number and contents of each crate and/or package – 3 originals;
- 3) A consignment note signed by the Supplier – 2 originals;
- 4) A Product delivery note and/or acceptance and transfer certificate signed by the Supplier – 2 originals;
- 5) A certificate of approval or quality issued by the Product manufacturer – 1 original and a notarized copy to be forwarded to the Product recipient's address;
- 6) A certificate of origin (for imported Products) issued by an authorized state body or authorized organization representing the country of Product origin, or a certificate of origin for internal use confirming the Product origin on the territory of the Republic of Kazakhstan that was issued by an authorized organization – 1 original or a notarized copy;
- 7) A conformity certificate (if certification is compulsory) – 1 original or a notarized copy;
- 8) Technical documentation for the Product. The technical documentation shall be complete and sufficient for installation and operation of the delivered Product;
- 9) Other necessary commercial and executive documentation.

4.17. Should it be necessary to perform commissioning, installation supervision, putting the Product into operation, other corresponding obligations during the Product delivery provided for by the Agreement, the Supplier's obligations in terms of proper Product delivery shall be deemed fulfilled following the signature by the Parties of a corresponding certificate (Product commissioning certificate, installation supervision certificate, connection certificate, etc.). The Product commissioning and other corresponding obligations provided for by the Agreement shall be performed by and at the expense of the Supplier within the time limits stipulated by the Agreement or other time limits agreed upon with the Buyer.

4.18. Proper Product delivery and acceptance thereof based on the quantity and quality by the Buyer in accordance with Paragraph 4.9. of the Terms and, if necessary, fulfillment of the corresponding obligations during the Product delivery in accordance with Paragraph 4.17. of the Terms shall constitute grounds for implementing the final payment for the delivered Product.

5. Product Quality, Packaging and Marking

5.1. The Supplier shall guarantee to the Buyer provision of a Product of a proper quality, quantity, completeness that conforms to the manufacturer's technical specifications, standards (GOST, ST RK, Specifications, All-Union Standards, technical regulations, etc.), manufacturer's national requirements and other requirements adopted for this type of Product and is validated with a conformity certificate and manufacturer's certificates of approval and quality of a standard form.

5.2. Containers and inner packaging shall ensure complete preservation of a Product and protect it against damage during air and/or ground transportation as well as weather impact. Each package shall be marked with indelible paint or have labels containing the following data: the Buyer's address, location, contents, Agreement number, Product description, recipient, Product manufacturer, gross and net weight.

6. Guarantees and Assurances

Guarantees and confirmations regarding the Product and its delivery

6.1. Throughout the Agreement validity period, the Supplier shall guarantee and confirm the following with respect to the Product and its delivery:

- 6.1.1. The Supplier shall have all necessary rights (including the decisions of the authorized agencies/Supplier's representatives) to sell the Product to the Buyer, licenses and permits as well as title certification documentation for the Product;
 - 6.1.2. The Supplier shall confirm that the Product belongs to the Supplier on the basis of the right of ownership and guarantees that the Product has been properly formalized in all authorized agencies and organizations, is free from any liens or encumbrances, has not been sold to anyone, is not in pledge or under distraintment, there are no litigations over it, its transfer to the Buyer does not infringe the rights of third parties and the third parties do not have the rights to inhibit the Product delivery;
 - 6.1.3. The Supplier shall guarantee that it will deliver to the Buyer a Product of a proper quality within the time limits and in accordance with the Agreement and these Terms;
 - 6.1.4. The Product is new and was manufactured less than 12 months before the shipment date;
 - 6.1.5. The Product delivered to the Buyer does not infringe patent and other rights of third parties;
 - 6.1.6. The Supplier confirms that no delays in the fabrication, transportation or delivery of the Product, suspension by the Supplier of fulfillment of its obligations under the Agreement can serve as a ground for a Supplier's demand that the Product delivery time be extended.
 - 6.1.7. The Supplier shall assure that it has fully examined all hazards and determined what measures the Supplier has to take for proper Product delivery.
 - 6.2. In case of occurrence of any event or situation that causes or may cause any of the assurances and (or) guarantees provided by the Supplier to become significantly inaccurate, incomplete, misleading or incorrect in any respect and in case it is impossible for the Supplier to eliminate the discrepancy with respect to any assurance and (or) guarantee listed in this Article of the Terms, the Buyer shall have the right to unilaterally withdraw from the Agreement.
- Product warranty period***
- 6.3. The Supplier shall provide a Warranty Period for the Product delivered under the Agreement, which is indicated in the Agreement.
 - 6.4. For the purposes of the Agreement, a Warranty Period shall be understood to mean a period of time, during which the Product shall be suitable for use by the Buyer in accordance with the purposes of its normal usage and during which the Supplier shall undertake to repair and/or replace the Product at its own expense if latent defects are identified in the transferred Product.
 - 6.5. Claims regarding the quality of the delivered Product shall be accepted by the Supplier during the Warranty Period indicated in the Agreement.
 - 6.6. The Buyer who accepted a Product without examination shall not lose the right to cite the defects, including those that could have been identified during a regular acceptance process.
 - 6.7. In case of occurrence during the operation of non-conformity of the Product to its technical and operational indicators, technical characteristics, certificate of approval and other conditions, the Buyer within ten (10) business days of the date of identification of such non-conformity shall forward via email to the Supplier's address a notice in the form of a scanned document of identification of such non-conformity of the Product, which shall serve as a ground for replacement of and/or repairs to and/or replenishment of the Product or a part thereof towards the Product Buyer.
 - 6.8. In case of receipt of a notice of non-conformity of the Product to the Agreement terms, the Supplier within seven (7) calendar days (including travel) of the date of receipt of such notice shall delegate specialists for signature of a Product non-conformity certificate. If the Product non-conformity is accepted, the elimination shall be undertaken at the Supplier's expense. The Buyer shall be eligible to either eliminate the non-conformity in the transferred Product or provide a different Product in place of the non-conforming one.
 - 6.9. In case of failure by the Supplier to delegate specialists within the time limits specified in Paragraph 6.8. of the Terms, the Product non-conformity certificate shall be signed by the Buyer and serve as a ground for replacement of and/or repairs to and/or replenishment of the Product or a part thereof by the Supplier.
 - 6.10. In the event of disagreement as to whether the Product conforms to the Agreement or not, one shall perform examination of the Product quality in accordance with the rules and regulations of the Republic of Kazakhstan. The examination shall be performed at the concerned Party's expense only in a specialized institution with corresponding certification. Should the examination establish that inadequate quality occurred before the Product was transferred to the Buyer or for reasons that arose before the Product was transferred to the Buyer, all expenses associated with the examination shall be incurred by the Supplier and compensated by it to the Buyer provided the examination was conducted at the Buyer's expense.
 - 6.11. A defective Product shall be replaced with the one that is new, refurbished, remodeled or modified in a factory environment or that is functionally equivalent.
 - 6.12. Replacement and delivery of a Product in place of the defective one, carrying of a Product for repairs and taking a Product following the completion of the repairs back to the address specified by the Buyer shall be performed by and at the expense of the Supplier within thirty (30) calendar days or a different time period agreed upon with the Buyer of the date of signature of the Product non-conformity certificate or receipt by the Parties of the results of the examination conducted in accordance with Paragraph 6.10. of the Terms.
 - 6.13. Sending a Product to repairs and getting it back shall be undertaken by the Parties based on an acceptance and transfer certificate to be signed by the Parties' designated representatives.
 - 6.14. Should the Supplier fail to fulfill its obligation to eliminate the Product defects within the time limits specified in Paragraph 6.12. of the Terms, the Buyer shall have the right to involve third parties or eliminate the defects using its own resources and demand that the Supplier compensate it for the losses incurred.
 - 6.15. The warranty shall not cover a Product that was damaged as a result of: incorrect storage in a Buyer's warehouse, damage sustained in the course of installation (except for the cases when commissioning, installation supervision, putting the

Product into operation are the Supplier's obligation under the Agreement) and incorrect operation. In such a case, the terms of repairs to or replacement of a Product shall be stipulated by separate agreements of the Parties.

- 6.16. Should the Buyer not be able to utilize the Product due to circumstances that are dependent on the Supplier, the Warranty Period shall not continue until the Supplier has addressed the circumstances in question. The Product Warranty Period shall be extended by the time, during which the Buyer was not able to utilize the Product due to the defects that had been identified in it.

7. Parties' Responsibilities

- 7.1. For failure to fulfill, delayed or low-quality fulfillment of the obligations under the Agreement as well as in cases of one of the Parties sustaining losses through the fault of the other Party in the course of Agreement implementation, the Parties shall be liable in accordance with these Terms and the current legislation of the Republic of Kazakhstan.
- 7.2. In case of delay in payment for a transferred Product, the Supplier shall have the right to demand that the Buyer pay a penalty in the amount of 0.1% of the amount paid belatedly for each business day of the delay, but no more than 10% of the late payment amount.
However, the penalty specified in this Paragraph shall not be imposed for failure by the Buyer to comply with the time limits set for making of the advance payment as well as if none of the events listed in Paragraph 2.5. of the Terms have occurred.
- 7.3. In case of Product failed delivery, Product delayed delivery (non-compliance with the delivery time), failure to comply with the time limits set for commissioning, installation supervision, putting the Product into operation and other corresponding obligations provided for by the Agreement, the Buyer shall have the right to demand that the Supplier pay a penalty/fine in the amount of 0.5% (zero point five per cent) of the cost of the non-delivered/late-delivered Product (non-fulfillment/delayed fulfillment of a corresponding obligation specified in the Agreement) for each day of the delay, but no more than 10% of the Total Cost of the Product.
- 7.4. In case of failure by the Supplier to comply with the time limits set for elimination of Product defects, replacement of a Product of improper quality with the one of proper quality, delivery of the missing amount of a Product, repairs to a faulty Product in accordance with these Terms, the Buyer shall have the right to demand that the Supplier pay a penalty in the amount of 0.1% of the cost of the Product that was not replaced, delivered, repaired on time for each calendar day of the delay up to the date of actual completion by the Supplier of those activities, but not more than 30% of the Total Cost of the Product.
- 7.5. In case the Supplier allowed deficiencies (defects) to develop in a Product or committed other violations during its acceptance & transfer, commissioning, installation supervision, putting the Product into operation, fulfillment of other corresponding obligations under the Agreement that resulted in the Buyer not being able to utilize and (or) operate the Product (Product downtime), the Buyer shall have the right to demand that the Supplier pay a fine in the amount of 5% of the Total Cost of the Product for each case where deficiencies (defects) were allowed to develop in a Product or other violations were committed during its acceptance & transfer, fulfillment of corresponding obligations (if such obligations are provided for by the Agreement) that led to Product downtime.
- 7.6. For refusing to deliver the Product, implement the Agreement or fulfill other obligations following the conclusion of the Agreement, the Supplier shall pay a fine in the amount of 20% (twenty per cent) of the Total Cost of the undelivered Product.
- 7.7. In the event that the Supplier fails to fulfill or improperly fulfills the warranty obligations under the Agreement, the Buyer shall have the right to demand that the Supplier pay a fine in the amount of 10% of the Total Cost of the Product.
- 7.8. In the event that the Product fails to satisfy the local content requirements, or the Procurement Rules were failed to meet (in case of procurement of goods via the goods, works and services register as applied to subsoil use activities and their producers) the Supplier shall pay the Buyer a penalty of 1% (one per cent) of the Total Cost of the Product.
- 7.9. Should the Supplier violate other obligations under the Agreement and these Terms, for the violation of which no special liability has been specified by these Terms, the Supplier, on receipt of a corresponding demand, shall pay to the Buyer a fine in the amount of 5% of the Total Cost of the Product.
- 7.10. Payment of the amounts of a penalty (fine), compensation of losses shall not release the Parties from their obligations under the Agreement and the Terms.
- 7.11. In the event of infliction by the Supplier of losses to the Buyer, such losses can be fully recovered on top of the penalties provided for in these Terms.
- 7.12. An invoice for payment of penalties shall be paid within three (3) business days of the date of presenting.
- 7.13. Should circumstances arise that entail payment of a penalty (fine) and/or compensation of losses, those can be recovered by the Parties against mutual settlements through retention of the amount of the penalty (fine) and/or losses.
- 7.14. The Parties have agreed on a possibility of cancellation of the Supplier's obligations as far as payment of emerging penalties or other sanctions and/or compensation of losses under the Agreement by way of offsetting by the Buyer of the amounts of properly stated claims against the cost of the Product payable to the Supplier.

8. Force Majeure Circumstances

- 8.1. The Parties shall not be held liable for partial or complete non-fulfillment of the obligations under the Agreement if due to natural phenomena, the effects of external objective factors and other force majeure circumstances and if those circumstances have had a direct impact on the implementation of the Agreement. A document issued by a corresponding authorized organization of the Republic of Kazakhstan shall serve as confirmation of the onset of force majeure circumstances.
- 8.2. The term "force majeure circumstances" shall mean natural disasters, wars, sieges, uprisings, rebellions, epidemics, landslides, lightning strikes, earthquakes, fires, storms, floods, washaways, civil unrest and other unforeseen

circumstances that are beyond reasonable control of a Party requesting a suspension, which such Party could not have prevented, overcome or which it could not have protected itself against by making proper efforts.

- 8.3. A party citing a force majeure circumstance shall make every effort to remedy its consequences.
- 8.4. The Party for which it became impossible to fulfill the obligations under the Agreement due to the onset of force majeure circumstances shall immediately notify the other Party in writing of the onset of the afore-mentioned circumstances as well as present the other Party with a confirmation of the force majeure circumstance within thirty (30) calendar days.
- 8.5. The deadline for fulfillment of the obligations under the Agreement shall be extended proportionally to the time, during which the force majeure circumstances and the consequences caused by those circumstances were in action.
- 8.6. Should the force majeure circumstances or their consequences last for more than one (1) month, the Supplier and the Buyer shall discuss what measures shall be taken for continuation of the Product delivery.
- 8.7. Should the Parties not be able to come to an agreement for twenty (20) calendar days, the Buyer shall have the right to repudiate the Agreement on a unilateral basis.

9. Confidentiality Agreement

- 9.1. By this the Parties shall undertake to keep strictly confidential the information received from each other under the Agreement and defined by them as confidential, not to disclose or hand over to third parties and not to use such information to conduct personal business without prior written consent of the other Party.
- 9.2. By this the parties shall agree that confidential information includes (but is not limited to):
 - a) circumstances that have a business association with the Parties' financial or commercial activities;
 - b) technical and other documentation and materials handed over and received by the Parties during the course of Agreement implementation;
 - c) any other information declared by the Parties as confidential and pertaining to the Parties' commercially sensitive information.
- 9.3. For non-compliance or improper compliance with the terms specified in Paragraph 9.1. of the Terms, the offending Party shall be held accountable in accordance with the legislation of the Republic of Kazakhstan and the Terms as well as compensate the other Party for the losses inflicted by such disclosure.

10. Choice of Law and Dispute Resolution

- 10.1. All disputes and disagreements between the Parties as well as requirements that may arise out of or in connection with the Agreement shall be settled by way of holding negotiations between the Parties, whose subject-matter shall be to reach an agreement on the dispute, disagreement or requirement that has arisen. The agreement between the Parties in such a case shall be reached within thirty (30) calendar days of the date of receipt by a Party of a notice of availability of a dispute (requirement), formalized in writing and signed by the Parties.
- 10.2. Any disputes that have not been settled amicably shall be reviewed judicially by the Specialized Interdistrict Economic Court of the city of Nur-Sultan.
- 10.3. The Agreement and these Terms shall be governed by the current legislation of the Republic of Kazakhstan.

11. Agreement Change and Termination

- 11.1. The Agreement shall be regarded as concluded and come into effect on the date of its signature by the Parties' designated representatives, remaining in effect until the date/event specified in the Agreement.
- 11.2. The Agreement shall be amended upon mutual agreement of the Parties. Any amendments and supplements to the Agreement shall be deemed valid on condition that they have been made in writing, signed and certified by the Parties' designated representatives.
- 11.3. The Agreement can be terminated in the following cases:
 - upon mutual agreement of the Parties;
 - in the cases provided for by the legislation of the Republic of Kazakhstan;
 - in the cases provided for by these Terms or the Agreement.
- 11.4. The Buyer shall have the right to unilaterally repudiate the Agreement fully or partially in the following cases:
 - a) If a delay in the delivery of the Product, fulfillment of corresponding obligations during the Product delivery (provided such obligations are provided for by the Agreement) exceeds fifteen (15) calendar days;
 - b) If the Supplier refuses to deliver all or part of the Product after conclusion of the Agreement;
 - c) The Supplier has delivered a Product that does not conform to the terms of the Agreement and (or) does not meet the demands that the Product defects be eliminated within the time limits specified by the Buyer;
 - d) In the event that the Product is supposed to be delivered at the Buyer's request and the time of delivery of the Product (part of the Product) proposed by the Supplier is unacceptable and exceeds the delivery time indicated by the Buyer in the request;
 - e) If it becomes necessary for the Buyer to lower its demand for the Product;
 - f) If the Parties cannot agree within twenty (20) calendar days on the further Product delivery suspended due the effects of force majeure circumstances or consequences thereof;
 - g) In other cases where the Supplier violates the obligations assumed by it under the Agreement and these Terms as well as in other cases provided for by the legislation of the Republic of Kazakhstan.

If an event occurs listed in this Paragraph 11.4. of the Terms, the Buyer shall have the right to specify a reasonable deadline for addressing its causes. Should the Supplier fail to properly address the indicated causes within the specified time limits, the Buyer will have the right to unilaterally repudiate the Agreement.

- 11.5. If the Buyer has unilaterally repudiated the Agreement in the event of occurrence of the events provided for by Paragraph 11.4. of the Terms, no losses, fines or penalties shall be compensated to the Supplier.
- 11.6. The Agreement shall be regarded as terminated on the expiry of five (5) business days of the date of receipt by the Supplier from the Buyer of a notice of unilateral Agreement repudiation. The Buyer shall have the right to demand that the paid advance fees be refunded, losses caused by such Agreement termination compensated and penalties provided for by Article 7 of the Terms paid and the Supplier shall undertake to refund the paid advance fees, compensate the losses and pay the established penalty.

12. Other Applicable Requirements

- 12.1. Should the supply of goods be undertaken via the register of goods, works and services used in the performance of subsoil use operations and manufacturers thereof:
 - 12.1.1. The Supplier shall comply with the Procurement Regulations for Agreement Implementation.
 - 12.1.2. The Supplier shall ensure local content in the Products delivered as is provided for by the Agreement. The local content shall be calculated in accordance with the legislation of the Republic of Kazakhstan.
 - 12.1.3. Following completion of the Product delivery, along with the Product delivery note and/or acceptance and transfer certificate and/or a relevant act confirming fulfillment of corresponding obligations provided for by the Agreement the Supplier shall provide the Buyer with an actual calculation of the local content share in the Product.
- 12.2. Unless otherwise provided for by the Agreement, neither Party shall have the right to transfer its rights and obligations under the Agreement to a third party without prior written consent of the other Party.
- 12.3. In the event that one or several provisions of the Agreement or the Terms are declared as invalid, illegal or implementation of such provisions will prove to be impossible in accordance with the current legislation, the legality and possibility of implementation of the remaining Agreement provisions, these Terms and their application shall in no way be affected or weakened. An invalid provision shall be replaced with another one related to it and acceptable in the legal sense.
- 12.4. Each Party shall notify in writing of a change in its particulars (including the change in the address, email address, contact details, bank details, etc.) within five (5) business days of the date of such change (but in any event no later than five (5) business days before the date of payment).
- 12.5. These Terms shall apply to the relationships between the Buyer and the Supplier only if this is directly provided for in the Agreement. In case of discrepancies between the Terms and the Agreement, the Agreement terms shall govern.
- 12.6. These Terms shall apply to the relationships between the Buyer and the Supplier under the Agreement in full unless otherwise provided for by the Agreement.
- 12.7. These Terms shall come into effect on the date of their publication.
- 12.8. These Terms shall form an integral part of an Agreement and govern the relationships as part of the Agreements to be concluded starting from the Terms publication date.



**INSTRUCTIONS FOR RG GOLD LLP'S SUPPLIERS ON DELIVERY OF GOODS
TO COMPANY'S SITE IN RAIGORODOK**

Be sure to give RG Gold LLP's (hereinafter referred to as the Company) employees **3-days' notice of a planned shipment of goods** using the distribution list and attach the below-listed documents.

Be sure to indicate the Agreement number and the Supplier's name in the message subject.

IMPORTANT!

Do not dispatch a vehicle with goods without a **preliminary** document check and receipt of a **confirmation** from the Company's employees.

Delivery to the site in Raigorodok	
<p>Delivery address: Republic of Kazakhstan, Akmola Region, Uspeno-Yuryevskiy rural district, production site near the village of Raigorodok. Working hours: Monday to Sunday 07:00-9:00 Lunch break: 13-00-14-00 Acceptance of complex oversized cargo – until 18:00</p> <p>Acceptance and signing of delivery notes: Warehouse Manager: Valeriy Shefer Mob.: +7 (705) 659 35 15 Logistic Coordinator: Bolat Shirinov Mob.: +7 (775) 808 96 09 Expeditor: Denis Ognev Mob.: +7 (771) 188 79 90 Expeditor: Nurlybek Zhumanov Mob: +7 (747) 796 10 10</p>	
Distribution list (for goods)	bolat.shirinov@rggold.kz ognev@rggold.kz nurlybek.zhumanov@rggold.kz darkhan.nurmukhanov@rggold.kz
Distribution list (for bulk materials)	bolat.shirinov@rggold.kz ognev@rggold.kz nurlybek.zhumanov@rggold.kz darkhan.nurmukhanov@rggold.kz
Certificates and other approval documents, to be emailed for review prior to issuance of an entry pass	<p>In cases where goods are delivered to be mandatorily confirmed for conformity or where other requirements of the applicable legislation have to be met, the Supplier shall submit the received certificates and other approval documents as per the list below for approval in the form of a separate message:</p> <ul style="list-style-type: none"> - EAEU conformity certificate; - EAEU declaration of conformity; - RoK conformity certificate; - EAEU conformity certificate for explosion-proof equipment/materials as per TR TS 012/2011; - Certificate of registration (Sanitary and Epidemiological Service); - Registration certificate for a medical product and medical equipment; - Vehicle type approval as per TR TS 018/2011;

	<p>- RoK Certificates of Metrology (Measuring Instrument Attestation Certificate, Pattern Approval Certificate, Verification Certificate);</p> <p>Distribution list: bolat.shirinov@rggold.kz darkhan.nurmukhanov@rggold.kz</p> <p>IMPORTANT:</p> <ol style="list-style-type: none"> 1. The message subject is to contain the Agreement number, supplier name and description of the product, for which approval documents are provided; 2. Documents for separate Agreement clauses are to be provided in separate plastic sleeves; 3. The titles of the attached approval documents are to contain the Agreement number and clause number.
<p>Documents to be emailed for preliminary review for issuance of an entry pass</p>	<ol style="list-style-type: none"> 1. A detailed Packing List with a mandatory indication of the product description and quantity, product UOM, number, dimensions and weight of the packages. 2. Manufacturer`s Material Safety Data Sheet if hazardous cargo, chemicals, paint, etc. are to be delivered. 3. For all materials with a best before date, one shall present documents specifying the materials manufacturing and best before dates, specifically a photo with designation of the material to be delivered, manufacturer` certificate or a letter from the manufacturer. <p>On receipt of a confirmation that the documents have been accepted and approved, one shall forward a request that site access be allowed for the vehicle, including the following information:</p> <ol style="list-style-type: none"> 1. Driver`s full name; 2. Passport (ID card) data; 3. Driver`s mobile number; 4. Vehicle model and license plate number; 5. Anticipated date of delivery.
<p>Receipt of an order by the warehouse</p>	<p>A full set of documents (originals) stapled together to look like a single package is to be presented to the warehouse.</p> <ol style="list-style-type: none"> 1. A release note for supply of stocks to outside parties – 2 copies 2. Detailed Packing List with a mandatory indication of the product description and quantity, product UOM, number, dimensions and weight of the packages – 1 copy <p>Notes:</p> <ul style="list-style-type: none"> - The original of the delivery note (clear and legible type, with a serial number assigned by the manufacturer when sending out a notice) is to be presented by the driver along with the cargo; - All designated delivery note fields shall contain the responsible specialists` signatures and the supplier`s seal; - If a delivery note comprises several sheets, they are to be numbered; - The actual product quantity is to be that specified in the delivery note; -The Agreement number is to be indicated in the delivery note; - Correct indication of the released materials in terms of the quantity in numbers and the amount in handwriting - be sure to double-check

	<p>before shipping as this is the primary cause of document rejection and return;</p> <ul style="list-style-type: none"> - Specify the cost per unit (column 7), including VAT, which is also a frequent cause of a payment document package being rejected; - The cost and UOM are to be those specified in the Agreement. <p>The warehouse shall not be liable for checking the correctness of the preparation of the documents and the payment document package contents.</p> <p>Following a physical examination and acceptance of the goods, the warehouse shall set a seal to the delivery note with the indication of the date and forwards the entire document package to the Accounting Department.</p>
Safety requirements	<p>One shall check the technical condition of the vehicle, including the state of the tires, availability of fire-fighting equipment, special licenses and passes, driver`s personal protective equipment as well as give the drivers a briefing prior to dispatching as per the below-listed requirements:</p> <ol style="list-style-type: none"> 1. The driver shall be wearing the personal protective equipment, including the following ones: hardhat, goggles, protective coverall and safety boots; 2. The driver shall be buckled up; 3. The driver shall obey the speed limit set for the road section in question; 4. The driver shall observe the fire safety measures, smoke only in places specially designated therefor; 5. The driver shall use the fixed routes while travelling around the site territory, obey the road signs; 6. In case of emergency, alarm, evacuation, etc. the driver shall rigorously follow a company representative`s instructions. <p>The materials shall be packed, marked depending on their type, hazard class and in accordance with the special packing requirements stipulated in the Agreement placed onto pallets, with access provided to the vehicle for unloading with a loader (for a weight in excess of 15 kg).</p> <p>The suppliers shall use proper loading, load fastening techniques in accordance with the cargo marking and manipulation signs, safe cargo transportation rules as well as select vehicles with respect to the cargo type, weight, packing and hazard requirements, etc.</p> <p>It is recommended that provision of motor vehicles be avoided with sides that cannot be lowered, which inhibits access to the materials being unloaded, particularly the heavy-weight cargo. Stacking of cargo without containers and in open, damaged or various sized ones shall not be allowed. In case of non-compliance with the above-mentioned requirements and recommendations, cargo acceptance can be suspended until the arrival of a Supplier`s representative.</p> <p>All vehicles shall have a diesel or gasoline engine. Entrance into the base territory by a compressed-gas vehicle shall be expressly prohibited.</p>
Unloading of vehicles by means of autocranes	<p>Important! It is recommended that one shall additionally specify/indicate in the notice the delivery of the material, to unload which a crane will be required so as to avoid delays in provision of motor vehicles.</p>

