

**APPROVED BY DECISION OF
THE BOARD OF DIRECTORS
OF ABYLKAS SAGINOV
KARAGANDA TECHNICAL
UNIVERSITY NJSC
Dated March 26, 2026 No. 2/55**

**RULES
FOR TRANSFERRING REAL ESTATE
OF ABYLKAS SAGINOV KARAGANDA TECHNICAL
UNIVERSITY TO PROPERTY LEASE (RENT/SUBRENT)**

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1. Scope and regulatory references

1. These Rules for Transferring Real Estate of Non-profit Joint-stock Company Abylkas Saginov Karaganda Technical University (hereinafter referred to as the Company and/or the University) for Property Lease (the Rules) have been developed in accordance with the Civil Code of the Republic of Kazakhstan, the Law of the Republic of Kazakhstan "On Non-profit Organizations," the Law of the Republic of Kazakhstan "On Joint-stock Companies," the Charter, and the other legislative acts of the Republic of Kazakhstan. They define the procedure for transferring the Company's real estate for property lease.

2. Premises, land plots, and the other property owned by the Company on the right of ownership or on the other legal grounds can be transferred for property lease.

3. Transferring the Company's property for lease (rent) is based on the principles of providing equal opportunities, mutually beneficial cooperation, transparency of decision-making procedures, prevention of conflicts of interest, minimization of corruption risks during the transfer of property for lease (rent), as well as ensuring and protecting the interests of the Company.

2. Terms and definitions

The following terms and definitions are used in these Rules:

Lease object (hereinafter referred to as "Object") is the property (premises, buildings, structures, constructions, land plots owned) or a portion thereof that is owned by the Company on the right of ownership, lease, and/or trust management (in cases stipulated by the relevant lease or trust management agreements).

Tender organizer is a structural subdivision of the Company authorized to carry out the procedures for organizing and conducting the tender.

Participant is an individual or non-governmental legal entity registered in the established manner to participate in the tender.

Security deposit is a monetary amount contributed by an individual or non-governmental legal entity to participate in the tender.

Lessor is the Company.

Lessee is individuals and non-governmental legal entities, unless otherwise provided by the laws of the Republic of Kazakhstan;

Tender is a form of bidding for the rent (lease) of property conducted with the use of an electronic web portal. The Lessor undertakes, based on the initial terms and conditions accepted by the Lessor, to enter into an agreement with the sole bidder or the bidder who offers the highest rental price for the property.

Tender Committee is a standing committee established by order of Chairman of the Management Board, Rector, or by an authorized person, to review applications and to select Lessees.

Web portal is the University internet resource providing a single access point.

Agreement is a Property Lease (rent) Agreement concluded between the Lessor and Lessee.

Agreement identifier is a unique agreement number assigned by the web portal on the day the agreement is signed, either with an electronic digital signature or on paper.

Electronic document is a document in which information is presented in electronic digital form and certified by an electronic digital signature.

Electronic digital signature (hereinafter referred to as EDS) is a set of electronic digital symbols created by electronic digital signature tools and confirming the authenticity of an electronic document, its ownership, and the immutability of its content.

Affiliate of the Company is any individual or legal entity that has the right to determine decisions and/or influence decisions made by the Company, including by virtue of a transaction concluded in writing, as well as any individual or legal entity in respect of which the Company has such right;

Conflict of interest of the Tender Committee members is a situation in which the personal interests of a Tender Committee member can influence the impartiality of their participation in the Tender Committee decision-making process.

Authorized representative is a user of a web portal participant who has been delegated the rights to perform all actions on the web portal, including certification of electronic copies of documents in accordance with the legislation of the Republic of Kazakhstan, by a corresponding decision of the web portal participant's chief executive.

Qualification selection is the process of evaluating potential suppliers for compliance with qualification requirements.

Investor is an individual (including sole proprietors) and/or a legal entity investing their own funds in the renovation/reconstruction/equipment of leased non-residential and residential premises.

Investment is the amount invested by a legal entity and/or an individual in a property provided for lease.

Land plot is a land plot owned by the Company on a private basis or leased under the Land Code of the Republic of Kazakhstan.

3. General provisions

4. The information of the available space, as well as land plots, technical specifications, and locations, is posted on the Company's portal. The provision of property leases (premises, leases or subleases of land plots, and other property) is carried out solely on a tender basis, with the exception of cases provided for in paragraphs 6 and 7 of these Rules. To ensure transparency in the property lease transfer procedure, the information of submitted applications and potential winners is posted on the Company's portal. Based on the available information of the

available space, the authorized structural unit monitors the need for leased premises and their compliance with the estimated cost approved by the University.

5. If a need for leased premises that meets the customer's requirements is identified on the public procurement website through a request for quotations, the University submits an application and, if recognized as the winner, signs an electronic contract.

6. The conclusion of a property lease agreement (including a lease agreement for premises, or a lease or sublease agreement for a land plot) with a potential Lessee (Lessee, sublessee) is permitted without a tender, subject to the terms and conditions specified in Section 14 of these Rules and the decision of the Company Management Board.

7. The provision of property for lease (rent) through the public procurement web portal is regulated by Section 15.

8. For the Company Management Board to consider the possibility of concluding an agreement in accordance with Section 14 of these Rules, the potential Lessee (Lessee) shall submit to the Company a written proposal (application) on company letterhead, signed by an authorized representative.

9. The authorized division of the University shall analyze the potential Lessee's proposal and, in accordance with the established procedure, submit to the Company Management Board the issue of the possibility of concluding an agreement in accordance with Section 14 of the Rules.

4. Preparation for conducting a tender

10. The tender organizer and the tender procedure for transferring the Company's property for lease (rent) for the appropriate period shall be determined by a decision of the Company Management Board.

11. The tender procedure for transferring the Company's property for lease (rent) (in electronic form on the University website) and the term for which they are determined can be revised by the Management Board, with the adoption of a corresponding decision.

12. The authorized subdivision of the University, in accordance with the established procedure, shall submit to the Company Management Board the issue of determining the tender procedure for transferring the Company's property for lease (rent).

13. The tender organizer shall ensure the following actions:

1) within no more than 5 (five) business days from the date of the Company Management Board decision to hold a tender (to repeat a tender), to adopt, by issuing a corresponding order signed by an authorized representative of the Company, a decision to hold the tender and to approve the tender documentation;

2) no later than 5 (five) business days from the date of issuance of the order specified in subparagraph 1) of paragraph 13 of the Rules, take measures to post the tender announcement and the approved tender documentation on the Internet resources established by the Company;

3) the acceptance and registration of tender applications for participation in the tender by the Secretary of the Tender Committee;

4) to ensure that the meeting of the Tender Committee to review the applications is held within the established timeframe;

5) to ensure that the Tender Committee members prepare and sign the minutes of the review of the applications of the tender participants;

6) to ensure that the Tender Committee meeting to admit participants (qualification selection) to the second stage of the tender is held within the established timeframe;

7) to ensure that the Tender Committee members prepare and sign the minutes declaring the tender invalid or the minutes admitting participants to the second stage of the tender, if a second stage of the tender is held;

8) to ensure that the participants admitted to the second stage of the tender are promptly informed of the dates and time of the second stage, if a second stage of the tender is held;

9) to ensure that the second stage (bidding) of the tender is held, if a second stage of the tender is held;

10) to ensure that the Tender Committee meeting to summarize the tender results is held within the established timeframe, if a second stage of the tender is held;

11) to ensure that the Tender Committee members prepare and sign the minutes on the tender results, if a second stage of the tender is held;

12) to take steps to post the tender results minutes on the Company's designated internet resources;

13) to send the relevant minutes to the Lessor within the specified timeframe for the conclusion of the property lease agreement.

14. The tender organizer shall ensure that the tender announcement, in accordance with the form set forth in Appendix No. 1 to these Rules, is posted and published on the Internet resources designated by the Company no less than 10 (ten) calendar days prior to the tender. All communications with potential Lessees shall be conducted exclusively via corporate email or official correspondence via the University email address.

15. The tender announcement must comply with the form set forth in Appendix No. 1 to these Rules for the tender procedure.

16. The tender organizer shall be liable for any incorrect publication of information in the announcement and tender documentation, including the provision of inaccurate data regarding discrepancies in the Lessor's details, technical specifications and description of the property, and the other errors that result in the incorrect conduct or cancellation of the tender, or that affect the material terms of the property lease agreement upon its conclusion.

17. If any violations are discovered in the content of the tender announcement, the tender organizer is obliged to bring the announcement into compliance within three working days and take measures to re-publish the tender announcement with a corresponding extension of the tender deadline.

5. Tender Committee and Secretary of the Tender Committee

18. The Tender Committee must consist of an odd number of members but no less than seven, and include Tender Committee Chairman, the Tender Committee Deputy Chairman, and the members of the Tender Committee. The order must provide for interchangeability in the event of a conflict of interest identified prior to the commencement of the tender or the absence of members due to temporary disability, vacation, or business trip.

19. The Tender Committee shall include employees of the Company. The Tender Committee Chairman shall be a person appointed in accordance with the order on the composition of the Tender Committee, no lower than the Deputy Chairman of the Management Board, Rector of the Company. A representative of student self-government or an expert with specialized and/or technical knowledge, experience, and qualifications can also be included.

20. In the absence of the Tender Committee Chairman on the date of the Tender Committee meeting, the Tender Committee Deputy Chairman shall perform the functions of the Chairman.

21. A meeting of the Tender Committee is considered valid (a quorum is met) if at least two-thirds of the total number of Tender Committee members are present, including the Tender Committee Chairman or Deputy Chairman.

22. The decision of the Tender Committee is made by open vote and is considered adopted if a majority of the total number of members present at the Tender Committee meeting votes in favor. In the event of a tie, the vote of the Tender Committee Chairman is decisive.

In the event of disagreement with the decision of the Tender Committee, any member of the Tender Committee has the right to a dissenting opinion, which must be expressed in writing and attached to the minutes of the Tender Committee meeting.

23. Before the meeting, the Committee members must provide Secretary with a written assurance of the absence of a conflict of interest. If any member of the Tender Committee has a conflict of interest, that person must notify Secretary of the Tender Committee. If a conflict of interest is identified, the Committee member is subject to recusal. Such recusal is made by a collective decision of the Committee by a majority vote. The recused Committee member does not participate in the consideration and voting on the relevant lot. They are replaced by a reserve member specified in the order on the composition of the Committee. The fact of recusal and replacement is recorded in the minutes of the meeting.

24. The Tender Committee is created based on a decision of the Company's Management Board and is valid for one calendar year from the date of entry into force of the Management Board's decision on its creation. Members of the Tender Committee are re-elected early if one or more of its members are unable to continue to serve on the committee.

25. The Tender Committee Secretary is not included in the Tender Committee and has no voting rights.

One of the Company employees is appointed as Tender Committee Secretary based on a decision of the Management Board. The Secretary term of office lasts for one calendar year from the effective date of the Management Board decision on the appointment. The Secretary term of office can be terminated early by a decision of the Company Management Board.

26. The duties of Tender Committee Secretary include:

- 1) preparing and providing the necessary documents and materials for the tender;
- 2) posting the tender announcement on the Internet resources established by the Company;
- 3) posting the approved tender documentation on the Internet resources established by the Company;
- 4) promptly accepting and registering tender applications from potential tender participants in the established manner;
- 5) organizing the Tender Committee meetings to review tender applications;
- 6) ensuring that the Tender Committee members complete and sign the minutes of acceptance of tender applications within the established timeframe;
- 7) organizing the meeting of the Tender Committee to accept participants (qualification selection) within the established timeframe;
- 8) ensuring that the Tender Committee members complete and sign the minutes of recognition of the tender as invalid or the minutes of acceptance of participants to the second stage of the tender, if the second stage of the tender is held, within the established timeframe.
- 9) posting a copy of the admission minutes on the internet resource within the established timeframe and conducting the admission procedure for participants to the second stage of the tender;
- 10) ensuring, in accordance with the established procedure and within the established timeframes, timely notification of participants admitted to the second stage of the tender about the timing and time of the tender, if a second stage of the tender is held;
- 11) organizing the holding of the second stage (bidding) of the tender within the established timeframe, if a second stage is held;
- 12) organizing the holding of a meeting of the Tender Committee within the established timeframe to summarize the tender results, if a second stage of the tender is held;
- 13) ensuring, in accordance with Section 9 of the Rules, preparation and signing by the Tender Committee members of the tender results minutes within the established timeframes, if a second stage is held;
- 14) posting, in accordance with Section 9 of the Rules, the tender results minutes on the Company designated internet resources;
- 15) ensuring the safety of all tender documents and materials, from the moment tender applications are accepted and registered until they are transferred to the archive for safekeeping in accordance with the established procedure. The documents should be stored for at least five years.

16) bears personal responsibility for the accuracy of the data provided and for ensuring compliance with these rules during the tender process.

6. Tender documentation and conditions for making a security deposit

27. The tender documentation must contain:

- 1) information of the tender being held:
 - full name of the Company;
 - postal and email address, contact information;
 - deadlines and recipient's bank details for payment of security deposits;
- 2) requirements for the content and execution of participants' tender applications and documents submitted with them;
- 3) procedure for payment of security deposits for participation in the tender;
- 4) terms and procedure for conducting the tender;
- 5) procedure for formalizing tender results;
- 6) procedure for concluding property lease agreements;
- 7) procedure for calculating monthly base rental rates and price offers;
- 8) technical specifications, which indicate:
 - tender items (lots);
 - characteristics and location of tender items;
 - the term of the lease and the monthly base rent;
 - the amount of the security deposit;
 - requirements for the potential Lessee and/or the potential Lessee's activities at the leased property (qualification requirements);
 - the person acting as the Lessor.

28. Since the tender documentation (Appendices No. 1 and 2 to the Rules) is standard, when preparing the tender documentation, the tender organizer is permitted to amend the content of the tender documentation only with respect to subparagraphs 1) and 8) of paragraph 27 of the Rules.

29. The language of the tender procedures and the preparation of the relevant documents must correspond to the language of the tender documentation posted on the Internet resources established by the Company.

30. The security deposit serves as security for the following obligations of the tender winner:

- 1) submission of the relevant documents to the tender organizer/Lessor for verification within the specified timeframe;
- 2) conclusion of a property lease agreement based on the relevant minutes.

One security deposit entitles the participant to participate in the tender for one specific property (lot) only.

31. Potential participants shall pay a security deposit in the amount, timeframe, manner, and details specified in the tender documentation. The security deposit may be paid only on behalf of the potential participant. The security deposit must be paid no less than two business days prior to the first stage of the tender, for each item (lot), using a separate payment order indicating the name of the item (lot).

32. The amount of the security deposit remains unchanged after the announcement is published. Bank service fees are not included in the security deposit amount.

33. The amount of the security deposit for participation in the tender is set at the monthly base rental rate for the property (lot) being leased. The Tender Organizer shall specify the security deposit amounts for each property (lot) being leased in the Technical Specifications.

34. The security deposit for participation in the tender, paid by a potential participant, will be returned to the participant within 15 (fifteen) business days from the date the Company receives a written request for a refund, if one of the following occurs:

1) the participant withdraws their application for participation in the tender before the deadline for submitting applications;

2) the signing of the minutes on the tender results. This case does not apply to the participant determined to be the winner of the tender or the participant who takes second place in the bidding;

3) the second-place bidder, upon the successful bidder's signing of the lease agreement;

4) the successful bidder who signs the lease agreement;

5) potential bidders who submitted bids for the tender prior to the publication of the notice of changes to the tender terms and conditions and who therefore withdraw from the tender;

6) the tender is declared invalid.

35. Amendments and additions to the tender documentation may be made by the Tender Organizer no later than two (2) calendar days prior to the final deadline for submitting bids. In such cases, the final deadline for submitting bids is extended by at least ten (10) calendar days. The tender organizer notifies all potential participants of any amendments and additions to the tender documentation and the revised deadline for submitting tender bids by posting a notice of amendments and additions to the tender documentation and a new version of the tender documentation on the Company's designated online resources.

36. If violations are discovered in the tender documentation that could affect the outcome of the tender (lot) being held, the tender organizer is obligated to cancel the tender (lot) before the contract is concluded, bring the tender documentation into compliance, and re-announce the tender (lot).

7. Procedure for conducting a tender, stages of conducting a tender

37. The tender procedure for the provision of property for lease (rent) is conducted in two stages.

38. The first stage (qualification selection) includes the following activities:

1) reception and registration by Secretary of the Tender Committee of tender applications from participants for participation in the first stage of the two-stage tender that are submitted to the University website.

2) a meeting of the Tender Committee to review the tender applications from participants for participation in the first stage of the tender;

3) a meeting of the Tender Committee, preparation and signing by the members of the Tender Committee of the minutes for admitting participants to the second stage of the tender;

4) preparing and signing by the members of the Tender Committee of the minutes declaring the tender invalid or the minutes for admitting participants to the second stage of the tender, if a second stage of the tender is held;

5) timely notification, in accordance with the established procedure, of the dates and time of the second stage of the tender.

40. The following activities are carried out during the second stage (bidding) of the tender:

1) bidding for an increase in the rental price of the tender subject among participants admitted to the second stage of the tender;

2) holding a meeting of the Tender Committee to summarize the tender results;

3) preparing and signing of the minutes of the tender results by the members of the Tender Committee.

8. Reception and registration by the Tender Committee Secretary of tender applications from potential participants for participation in the first stage of the tender

41. The tender application must meet the requirements for content, preparation, and submission for participation in the tender specified in the tender documentation (Appendix No. 2 to these Rules).

42. As part of the tender application, potential participants shall submit an application for participation in the tender, completed according to the form in the Appendix to the Tender Documentation (Appendix No. 2 to these Rules), by sending it to the University's website.

43. The application for participation in the tender is a form of expression of the potential participant's consent to participate in the tender for the transfer of the Company facilities for property lease (rental), in accordance with the requirements and conditions established by these Rules and the tender documentation.

44. The potential participant's tender application shall be submitted to the website of the University organizing the tender, in the manner and within the

45. Registration of tender applications of potential participants is performed by Secretary of the Tender Committee based on the application submitted to the University Internet resource.

46. Registration of tender applications from potential participants is recorded in the Tender Application Registration Log, which corresponds to the form in Appendix No. 12 to these Rules, as well as in its electronic equivalent on the University's website. The Secretary of the Tender Committee enters information on potential participants who submitted tender applications for participation in the relevant tender before the established deadline into the Tender Application

Registration Log, strictly in chronological order (indicating the real time recorded on the University website), using the data from the University website. Applications are not automatically accepted on the University website after the established deadline.

47. No insertions between lines, corrections, erasures, or additions are permitted in the Tender Application Register (in paper or electronic formats). Changes to the electronic register are permitted only with the recording of the change history (logging), indicating the date, time, and responsible person.

48. The pages of the paper register must be bound and numbered, and the last page of the journal must be sealed with the tender organizer seal. The electronic journal must ensure protection from unauthorized access, ensure data integrity, and prevent deletion or modification without appropriate recording. The Tender Committee Secretary is personally responsible for the proper maintenance of the Tender Bid Register (in paper and electronic formats) in accordance with the established procedure and its safekeeping. Data on received bids must correspond to the chronology of bids recorded on the University's website.

49. Tender bids submitted by potential participants to the University's website are not opened until the Tender Committee meeting.

50. The Tender Committee Secretary is prohibited from transferring bids submitted by potential participants to other persons, including employees of the Tender Committee.

51. The Tender Committee Secretary is personally responsible for the safekeeping of submitted tender bids from the moment they are accepted until they are transferred to the archive for safekeeping in accordance with the established procedure. To restrict access to tender bids by unauthorized persons, the Tender Organizer must provide the Tender Committee Secretary with the necessary conditions for appropriate storage.

52. A potential participant can no later than the deadline established by the tender documentation for the submission of tender bids, withdraw their tender bid by written request to the Tender Organizer without losing the right to a refund of the security deposit paid for participation in the tender.

53. Tender bids cannot be withdrawn after the deadline for submission of bids has expired.

54. The withdrawal of a tender bid by a potential participant shall be recorded by the Tender Committee Secretary in the Tender Bid Register.

9. Meeting of the Tender Committee to review tender applications from participants, preparation of the admission minutes with tender applications from participants

55. Authorized representatives of potential participants have the right to attend the meeting of the Tender Committee to review the participants' tender bids. Prior to the meeting, the secretary of the Tender Committee verifies the documented authority of the potential participants' representatives to represent their interests in

the tender during the admission procedure to the second stage.

56. Tender bids submitted within the established timeframes will be considered.

57. The Tender Committee will review tender bids on the day, time, and place specified in the tender documentation.

58. Tender bids will also be reviewed if only one (1) tender bid is submitted for participation in the tender (lot), and will be reviewed for compliance with the requirements of the Rules and tender documentation.

59. The meeting of the Tender Committee to determine admission shall proceed in the following sequence:

1) Secretary of the Tender Committee informs those present of the following:

- the composition of the Tender Committee and Secretary of the Tender Committee;

- the presence or absence of, and reasons for, amendments and additions to the tender documentation;

- potential participants who submitted tender bids within the specified timeframe and registered them in the Tender Bid Register;

- the presence or absence of conflicts of interest among the Tender Committee members;

2) Secretary of the Tender Committee, with the approval of Chairman of the Tender Committee or his deputy, submits tender applications for participation in the tender and announces the list of documents and materials contained in the tender applications, as well as the initial price offers of the participants;

3) after the contents of all tender applications have been announced, the secretary of the Tender Committee requests that the participants and/or their authorized representatives submit any complaints or objections to the actions (or inaction) of the Tender Committee.

60. When reviewing tender applications, the Tender Committee has the right to:

1) request from the participants the materials and clarifications necessary for the review, evaluation, and comparison of the participants' tender applications;

2) request the necessary information from the relevant government agencies, individuals, and legal entities to clarify the information contained in the tender applications. In this case, requests and other actions of the Tender Committee related to bringing the tender application into compliance with the requirements, rules and tender documentation, consisting of supplementing the tender application with missing documents, replacing documents, bringing improperly executed documents into compliance, are not permitted.

61. The Tender Committee shall reject a participant's tender bid in the following cases:

1) if the tender bid is deemed non-compliant with the rules and tender documentation;

2) if the participant fails to pay, or fails to pay in full, the tender security deposit within the specified timeframe;

3) if the potential participant is affiliated with another potential participant who has submitted an application for participation in the given tender (lot).

4) if the potential participant was the winning bidder and failed to sign a lease agreement for a previously held tender.

62. Participants not rejected in the cases specified in paragraph 61 of the Rules shall be deemed admitted to the second stage of the tender.

10. Preparing the minutes for admission of participants to the second stage of the tender, notification of participants admitted to the second stage of the tender

63. Secretary of the Tender Committee, within three (3) business days from the date of the Tender Committee meeting to admit participants to the second stage of the tender, shall prepare minutes for admitting participants to the second stage of the tender, and have it signed by the members of the Tender Committee.

64. The minutes for admitting participants to the second stage of the tender shall contain the following information:

- 1) the place and time of the Committee meeting;
- 2) the composition of the Tender Committee and Secretary of the Tender Committee;
- 3) the information of the tender objects (lots);
- 4) the information of all the received tender applications from participants to participate in the tender and their initial price offers;
- 5) a list and description of the documents and materials attached to the tender applications by the participants;
- 6) the information of rejected applications, indicating the reasons for rejection (if any tender applications were rejected);
- 7) the information of the participants admitted to the second stage of the tender;
- 8) The opinion of each member (including full name) of the Tender Committee ("for" or "against") must be indicated without fail.

65. Tender participants can review and obtain a copy of the admission minutes from Secretary of the Tender Committee.

66. Participants admitted to the second stage of the tender shall be notified by sending relevant information containing the date, time, and location of the second stage of the tender, as well as the starting monthly rent rate for the tender (lot), which is the highest initial price offer of one of the participants admitted to the second stage of the tender, to the participant's e-mail address specified in the tender application. Duplication of the above information by phone numbers specified in the application is also permitted.

67. Confirmation of the dispatch of this information is a screenshot displaying the recipient's email address, the date and time the email was sent, the subject and body of the email, and information confirming the dispatch of the notification to the participant admitted to the second stage of the tender.

68. Secretary of the Tender Committee will send the notification to the

participants no later than one business day after the date of signing the minutes admitting the participants to the second stage. The second stage of the tender (auction) will be held 2 (two) business days later, on the third business day from the date the notification was sent to the participants.

11. Conducting a tender to increase the rental price of the tender subject among participants admitted to the second stage of the tender

69. The second stage of the tender (bidding to increase the rental price of the subject matter of the tender) is held among participants admitted to the second stage based on the results of the review of tender applications.

Bidding is conducted in person at the time and date specified in the corresponding notice sent to tender participants.

However, the second stage can be conducted using video-conferencing (including platforms that record the time of bids and enable monitoring of the bidding process).

Participants must confirm their participation in the tender and their ability to connect to the videoconference in advance, in accordance with the procedure established by the tender documentation.

Any actions by participants aimed at increasing the rental price are recorded in the minutes of the second stage of the tender, which form an integral part of the final decision of the Tender Committee.

70. Secretary of the Tender Committee, prior to starting the second stage (bidding) of the tender, verifies the documented authority of the participants' representatives to represent their interests in the tender. Representatives of participants without duly documented authority will not be allowed to participate in the tender. Participants or authorized representatives of participants wishing to directly participate in the bidding must attend the meeting of the Tender Committee for the second stage (bidding) of the tender in advance.

71. The starting rent rate for the bidding is the highest initial price offer of the participant admitted to the second stage of the tender.

72. The meeting of the Tender Committee for the second stage (auction) of the tender shall proceed as follows:

1) Secretary of the Tender Committee shall inform those present of the following:

- the composition of the Tender Committee and Secretary of the Tender Committee;

- the subject of the tender (lot) being held at the auction;

- the list of participants admitted to the second stage of the tender (auction);

- the list of participants or their authorized representatives directly participating in the second stage of the tender (auction);

- the starting rent rate for the tender (lot), which is the highest initial price offer of the participant admitted to the second stage of the tender, as well as its name;

- the incremental increase in the starting rent rate, which is 5% of the starting

rent rate for the tender (lot) specified above;

- the duration of the auction shall be 60 (sixty) minutes from the announcement of the start time of the auction.

73. Chairman of the Tender Committee or his or her substitute (hereinafter referred to as the Chairperson) shall clearly announce the start time of the auction and address the bidders with a proposal to increase the rental rate for the property (lot). Before doing so, the chairperson shall explain to the bidders the rules for announcing new price increases.

74. The Chairperson shall permit each bidder the opportunity to voice their new price offers in turn. Each subsequent bidder shall announce a higher price offer than the previous bidder. If that bidder is unable to submit a higher offer, they shall no longer participate in the auction, and the turn shall pass to the next bidder. The auction shall continue according to this principle until only one bidder remains with the highest offer.

1) Participants shall commence bidding by raising the starting rent incrementally or may offer a higher bid by clearly announcing their offer aloud;

2) The Tender Committee Secretary shall clearly announce each participant's offer and its name aloud and record this information in writing in the bidding minutes. This information shall also be recorded by the members of the Tender Committee in the normal course of business;

3) The participant's highest offer at the time of the bidding shall be deemed the winning offer.

75. After 60 (sixty) minutes from the announcement of the current start time of the bidding, the Tender Committee Chairman or his/her substitute shall terminate the bidding, and the participant's highest offer, as well as the offer of the participant who took second place in the bidding, shall be clearly announced aloud by the Tender Committee Chairman or his/her substitute.

76. If no additional price proposals for increasing the rental rates are submitted by the participants, the bidding can be terminated early with the mutual consent of the tender participants, which must be recorded in the minutes of the results.

77. If necessary, the bidding period can be extended only once by 15 (fifteen) minutes by decision of the Chairman of the Tender Committee or his deputy, with this fact being reflected in the minutes of the results.

78. The above-described bidding procedure must be carried out for each lot if the tender consists of several lots.

79. In the event of the absence of any participant admitted to the second stage of the tender or their authorized representative at the second stage (bidding) of the tender, the secretary of the Tender Committee shall announce the rental rate of the absent participant, as proposed by them in their initial price proposal.

80. In the event that all admitted participants or their authorized representatives are absent from the second stage of the tender, the participant who offered the highest (largest) rental rate in the initial price offer of their tender bid shall be declared the winner.

81. To avoid disputes, the tender organizer, as well as authorized

representatives of the bidders, have the right to audio- and video-record the meetings of the Tender Committee for the second stage (auction), except in cases stipulated by law.

12. Summing up, drawing up and signing the minutes on the tender results

82. Secretary of the Tender Committee shall, within three (3) business days from the date of the second stage of the tender (auction), prepare the minutes on the tender results and sign it with the members of the Tender Committee.

83. The minutes on the tender results shall contain the following information:

- 1) the place and time of summing up the results;
- 2) the composition of the Tender Committee;
- 3) information of the tender items;
- 4) information of all applications received from participants to participate in the tender and their initial price offers;
- 5) information of rejected tender applications (if any);
- 6) information of the participants admitted to the second stage of the tender;
- 7) information of the winning bidder and their price offer in the second stage of the tender;
- 8) information of the second-place participant and their price offer in the second stage of the tender;
- 9) the obligations of the parties to sign the agreement.

84. Tender participants can review and obtain a copy of the tender results minutes on the University website.

85. The signed tender results minutes are sent to the relevant department of the Company within two (2) business days for posting on the Company's designated online resources.

The information of the tender will be stored on the Company's designated online resources for six (6) months from the date of publication of the signed tender results minutes.

86. The tender results minutes is a document recording the tender results and the obligations of the winner and the Lessor to sign a contract under terms that meet the winner's proposals and the terms of the tender, in accordance with the standard property lease agreement.

87. If violations are discovered in a tender (lot) being held or in a completed tender (lot) that affect the results, the tender organizer or Tender Committee is obligated to cancel the tender (lot) or its results before the contract is concluded. In this case, the tender (lot) or its results must be revised.

88. The tender organizer is obligated to notify the parties to the tender within three (3) business days of the decision to cancel the tender (lot) or its results and take steps to publish the relevant information on the Company's designated online resources.

89. The potential participant and/or participant voluntarily and independently

bears all expenses associated with their participation in the tender. The tender organizer (Tender Committee) is not obligated to reimburse these expenses, regardless of the tender outcome.

13. Declaring a tender invalid

90. A tender is deemed invalid in the following cases:

1) no participants have registered for participation in the tender (lot) by the deadline for accepting tender applications;

2) only one participant has registered for participation in the tender (lot) by the deadline for accepting tender applications and the security deposit has not been paid;

3) following the Tender Committee's review of applications for admission of participants (qualification selection) to the second stage (auction) of the tender (lot), fewer than two participants are deemed to meet the qualification requirements;

4) the winning bidder and the second-place bidder fail to enter into a contract.

91. If a tender is declared invalid, Secretary of the Tender Committee shall prepare the minutes on the invalidation of the tender and have it signed by the members of the Tender Committee no later than three (3) business days from the date of the relevant meeting of the Tender Committee (first or second stage of the tender).

92. Declaring a tender invalid shall entail one of the following decisions:

1) if the tender failed due to the cases described in paragraph 61 of the Rules, a repeat tender shall be announced;

2) if the tender failed due to the cases described in subparagraph 2) of paragraph 90 of the Rules, and the participant's tender bid, including the initial price offer, fully complies with the requirements of the Rules and the tender documentation, the Tender Committee shall have the right to:

a) announce a repeat tender;

b) if the tender has failed twice due to the cases described in paragraph 61.90, the tender organizer must submit to the Board of the Company a proposal to make a decision on this object of the Company within the framework of its existing competence.

14. Procedure for transferring objects for property lease (rent)

93. The general procedure for transferring the Company's facilities for property lease (rent) shall be carried out through a tender in accordance with these Rules. This section establishes a special procedure in specified cases for achieving the educational, scientific, social, and technological goals of the University, while adhering to the principles of equal access and transparency in the transfer of property for property lease (rent).

94. The decision to apply the special procedure for each facility shall be made by the Company Management Board based on the conclusion of the authorized structural unit, unless otherwise expressly provided in subparagraph 1 of paragraph 96.

95. If several grounds provided for in this section are simultaneously present, the ground ensuring the greatest transparency and competition shall apply. In controversial cases, the Management Board has the right to decide to hold a tender in accordance with the general procedure.

96. The categories of cases in the transfer of property for lease for which a special procedure is permitted are as follows:

1) short-term provision of premises of educational, scientific, and sports organizations (up to 1 month) for educational, scientific, cultural, and sports events;

2) holding meetings of political party candidates/their authorized representatives with voters and election campaigning;

3) ensuring the execution of existing public procurement contracts (accommodation of premises/supplier equipment directly related to the execution of such contracts at the asset holder);

4) placement of ATMs, payment terminals, vending machines, water filtration machines, coffee machines, and other common-use technological equipment;

5) short-term property lease (rental)/rental (up to 6 months) with justification for urgency (event, renovation, limited period of use);

6) provision of premises subject to the use of the Lessee's equipment in the educational process (laboratory/research work), including when the Company implements start-up projects within the framework of the legislation of the Republic of Kazakhstan;

7) projects with investment obligations of the Lessee (repair/reconstruction/equipment);

8) provision of premises to spin-off companies with a University stake of more than 30%;

9) premises up to 40 sq. m, where a tender is not economically feasible (with mandatory publication of the justification);

10) social Lessees (confirmed status of socially vulnerable persons in accordance with the Law of the Republic of Kazakhstan "On Housing Relations"/social projects) exclusively for socially oriented activities, including inclusive educational programs, training young people in IT skills, informal education, etc.;

11) hourly provision of sports/lecture/assembly halls and offices (including those with equipment);

12) installation of high-tech equipment on building roofs and/or placement of outdoor advertising on buildings;

13) lease or sublease of land plots (in cases stipulated by the Land Code of the Republic of Kazakhstan and the Civil Code of the Republic of Kazakhstan).

97. A potential Lessee submits an application in Appendix 3 with documents confirming compliance with the selected category (justification of urgency/social status/investment/technical specifications, etc.).

98. The authorized structural unit will review the potential Lessee's application within 15 calendar days (applicant's integrity, absence of outstanding debt, compliance with the University objectives, facility availability, and validity of the application) and prepare a report for consideration by the Board of Directors of the Company. The application is mandatory, taking into account the specific categories specified in Clause 96 of the Rules.

99. The Board makes the following decisions:

1) to grant;

2) to refuse;

3) to apply the general (tender) procedure. The results and a brief justification are published on the Company's portal within 5 business days (with the exception of information constituting a secret protected by law).

Before the meeting, the Board members provide the Secretary with written confirmation of the absence of a conflict of interest, which the Secretary records in the minutes.

If a Board member has a conflict of interest, the Board member provides written notification to Chairman of the Board, Rector. If Chairman of the Board, Rector has a conflict of interest, he or she notifies the members at the Board meeting, and this information is recorded in the minutes by the Secretary. The Board members make decisions without the participation of persons with a conflict of interest, and these circumstances are recorded in the minutes of the meeting.

100. Projects with Lessee investment obligations. Application requirements: detailed estimate, work schedule, independent appraiser's report (from the register), investment guarantee (bank guarantee/insurance), approved project/specifications; the investment volume must not be lower than the Methodology thresholds (Appendix 4).

101. Investment acceptance: a committee (accounting, technical department, lawyer, and, if necessary, an independent expert) is formed on the basis of the completed work reports, photos, and the Lessee's report. The final investment acceptance report is subject to publication on the University's website. By decision of any member of the Board of Directors, the Internal Audit Service may audit the fulfillment of obligations under investment agreements and subsequently report to the Board of Directors.

102. The lease term and extension for investment projects are determined by the investment volume and the estimated payback period. The maximum lease term cannot exceed seven years. A one-time extension based on investment is permitted upon 100% fulfillment of the three-year lease extension obligations, with an investment of thirty million tenge. Upon an investment of one hundred million tenge in the leased property and university infrastructure, the seven-year lease may be extended for a similar period by decision of the Management Board, following

the submission of an investment report accepted by the university commission confirming the Lessee's investment.

103. Failure to fulfill investment obligations: the amount not invested is compensated to the Company (or credited to the increased rent according to the agreed formula) with the possibility of terminating the agreement and including the Lessee in the list of defaulters/improper performers under the Rules.

104. Lessee equipment in the educational process: in case of mandatory use of equipment for educational/scientific purposes, the following is permitted: the 1st year payment of utilities without rent; subsequent years payment of utilities and 50% of the rent; mandatory quotas for internships/employment of students.

105. Spin-off companies with the University stake: the 1st year utilities only; from the 2nd year 50% of the rent and utility payments, mandatory training of University students of at least 5 credits per term.

106. Special provisions and procedural features of leasing under this section:

Pre-election events (Section 96, Subparagraph 2): premises are provided upon written application addressed to the Lessor. The Lessor notifies the applicant of its readiness to enter into an agreement within 2 business days. The requirements of Section 88 do not apply.

Hourly rental (Section 96, Subparagraph 11) and small premises (Section 96, Subparagraph 9) are provided hourly according to the internal rate calculation method (taking into account the minimum calculation index/area/category of the property), approved by the Management Board; the lower limit is at least "from 2 minimum calculation indexes/hour". The final rate is determined only according to the methodology of the Rules. For premises up to 40 sq. m and service infrastructure (ATMs, terminals, vending machines, rooftop equipment, advertising), a package of documents in accordance with the requirements of this section is applied, and verification is carried out within 10 business days, with mandatory publication of the rate justification.

If two or more applications for a single facility are received under the categories of subparagraphs 4 and 5 of paragraph 96, the general (tender) procedure shall apply; for the investment category of subparagraph 7 of paragraph 96, in the event of multiple applications, the applicant with the larger investment amount shall have priority, all other things being equal. In the case of comparable proposals, the Board shall have the right to apply the general procedure; the decision and its justification shall be published on the University's website.

According to paragraph 100 of the Rules and Appendix 3, applications are reviewed within 15 calendar days. The Board's decision is made within 10 business days of receiving the conclusion of the authorized division. All the decisions under the special procedure are registered and stored for at least 3 years, along with the accompanying documents and justification (including publication on the portal).

Agreements are concluded using standard forms (Appendices 5-6), taking into account the category, without any changes that could distort the basis for the decision (investment volume, rate, social obligations). For investment cases, all inseparable improvements are transferred to the Company's balance sheet at the

end of the lease in accordance with the agreement; separable ones are transferred under a separate agreement and/or at residual value (if provided).

Each decision is accompanied by a written justification with objective parameters (investment amount, compliance with the University goals, social impact, terms, rates); commission members/responsible persons provide assurances of the absence of a conflict of interest; if a conflict is identified, the meeting is postponed, the member is replaced, and the fact is recorded in the minutes. For each project, a single dossier is formed (application, conclusion, Board decision, publications, etc.).

15. Transferring objects for property lease (rent) through the public procurement web portal

107. The authorized structural unit continuously monitors customer applications for purchasing non-residential premises rental services on the public procurement portal and the compliance of available space with the technical specifications and the proposed price with the approved price at the University.

108. If the technical specifications and price are found to be inconsistent, the authorized structural unit notifies the structural unit responsible for leasing of the upcoming procurement of premises rental services.

109. The structural unit responsible for leasing additionally re-checks the technical specifications and the corresponding available space and sends a request to the Department of Finance and Accounting to verify the rental price of the available space.

110. The Department of Finance and Accounting calculates the price indicated on the public procurement web portal and the eligibility for submitting an application as a supplier and sends the materials to the authorized structural unit for review and decision by the Board.

111. Based on the Board decision, the authorized structural unit submits an application to the public procurement web portal as a service provider.

112. If the University is recognized as the winner by the public procurement web portal, the electronic contract will be signed in accordance with Section 17.

16. Transferring a land plot for property lease (rent/subrent)

113. To implement the Head of State directive to create additional student accommodation, if land plots suitable for dormitory construction are available, the University may lease or sublease land plots under private ownership, or sublease land plots that are leased only after the purchase of the right to sublease.

114. If land plots suitable for dormitory construction are available, the University will post information on its website regarding the technical specifications of the land plots that can be leased or subleased, without the right of collateralization by the Lessee.

115. If applications are received from potential investors regarding the possibility of constructing dormitories on the University land plots, the Board of Directors will decide to lease or sublease the land plot under special conditions without alienation of the land plot, without the provision of collateral for the land plot, buildings, and structures that may be erected on these plots by the Lessees.

If applications are received from potential Lessees to lease land plots not for the construction of dormitories, but for infrastructure development or the construction of buildings and structures, these applications are reviewed by the Board.

116. If the Board decision is positive, an agreement is concluded with the Lessee, taking into account special conditions.

17. Conclusion of a Property lease (rent) Agreement

117. A Property lease (rent) Agreement is drawn up in accordance with the standard property lease agreement, which is Appendix No. 5 and No. 6, depending on the basis for concluding the agreement, taking into account the terms of the tender.

If an electronic agreement for the provision of University's premises for rent is concluded via the web portal, the terms of the agreement in accordance with the Law of the Republic of Kazakhstan "On Public Procurement" apply.

When transferring a land plot for property lease (rent/subrent), the agreement is concluded in compliance with the terms of the Land Code of the Republic of Kazakhstan and the Civil Code of the Republic of Kazakhstan.

118. If a tender is held for each lot of the property, a separate agreement is concluded for each lot.

119. A Property lease (rent) Agreement is signed only in the following order:

- 1) the Lessee signs the agreement first;
- 2) the Lessor signs the agreement second.

120. The Property lease (rent) Agreement shall be drawn up by the Lessor within 15 (fifteen) business days from the date of execution and signing or receipt of the relevant tender results minutes, and shall be submitted to the successful bidder for signature.

121. The successful bidder shall return the signed property lease (rental) agreement to the Lessor within 10 (ten) business days from the date of receipt of the agreement for signature.

122. The successful bidder shall, within 7 (seven) business days from the date of posting the relevant tender results minutes on the Company's designated internet resources, provide the Lessor with the following documents for verification:

1) Individuals:

The original or a notarized copy of the participant's identity document,
- the original or a notarized copy of the business registration document (if an individual is a business entity),

- a certificate of no tax arrears and no outstanding mandatory pension and social security contributions for more than three months (except in cases where the payment deadline is deferred in accordance with the legislation of the Republic of Kazakhstan on taxes and other mandatory payments to the budget) as a business entity, issued no earlier than one month prior to the date of the first stage of the tender,

- the original or a notarized copy of permits/licenses for the targeted activity at the site (if this activity is subject to mandatory licensing);

- other documents required by the tender documentation for participation in the tender;

2) Legal entities:

- the original or a notarized copy of the certificate or document of state registration (re-registration) of the legal entity,

- the original or a notarized copy of the document on the appointment (election) of the chief executive officer of the legal entity participating in the tender,

- a certificate of no outstanding tax arrears and no outstanding arrears in mandatory pension contributions and social security contributions for more than three months (except in cases where the payment deadline is deferred in accordance with the legislation of the Republic of Kazakhstan on taxes and other mandatory payments to the budget), issued no earlier than one month preceding the date of the first stage of the tender,

- the original or a notarized copy of permits/licenses for the implementation of the target activity at the facility (if this activity is subject to mandatory licensing);

- other documents required by the tender documentation for participation in the tender;

- foreign legal entities submit the same documents provided for in this subparagraph as legal entities, residents of the Republic of Kazakhstan.

123. Within two (2) business days of receiving the Lease Agreement signed by the Lessee, the Agreement shall be signed by the Lessor, by a person authorized to enter into lease agreements, and the Lessee's copy shall be sent to the Lessor within two (2) business days of its signature by the Lessor.

124. Concluding a Lease Agreement without reconciling the relevant documents is prohibited. The information regarding the reconciliation procedure must be included in the lease agreement.

125. If the winner of the tender fails to submit the documents for verification specified in paragraph 122 of these Rules within the established timeframe and/or the signed property lease (rental) agreement within the established timeframe, then the tender organizer/Lessor shall retain the security deposit paid by the winner of the tender, and the Tender Committee, within 5 (five) working days from the date of expiration of the period established for the winner to submit documents to the tender organizer for verification and/or signing the Property lease (rent) Agreement, shall, by the corresponding minutes, determine the winner of the tender to be the participant who took second place based on the results of the

bidding based on the rental rate offered by him at the second stage of the tender (bidding) and on the terms proposed by him in the application for participation in the tender.

126. Notification of the signing of the Property lease (rent) Agreement shall be sent to the second-place bidder and designated as the successful bidder no later than the next business day following the execution of the relevant minutes by the Tender Committee.

127. From the date of receiving the notification, this bidder is obligated to submit the documents for verification specified in paragraph 122 of these Rules and sign the Property lease (rent) Agreement within the timeframe established by the Rules for the successful bidder.

128. A Property lease (rent) Agreement from a single source shall be concluded in the manner and within the timeframes specified in these Rules, beginning on the date the Tender Committee decides to conclude the Property lease (rent) Agreement from a single source (signing the relevant minutes). The deadlines and requirements established by the Rules and tender documentation for the provision of relevant documents for verification and the timely submission of the signed Agreement shall also apply to tender participants for whom the Tender Committee has decided to conclude a Property lease (rent) Agreement from a single source.

129. If the successful bidder or participant entering into a single-source Lease Agreement fails to submit to the Lessor the relevant verification documents specified in the clauses of these Rules and/or the signed Lease Agreement within the specified timeframe, such bidder is deemed to have evaded the conclusion of the Lease Agreement and is added to the list of those evading the Agreement. Subsequent applications from this potential Lessee will be automatically rejected.

130. The rent in the lease agreement is specified inclusive of value-added tax, in accordance with current tax legislation.

131. Rent shall begin to accrue to the Lessor from the date of signing the acceptance certificate between the Lessor and the Lessee. The date of conclusion of the contract is the date of its registration in the Company Contract Register; the date of rent accrual begins with the actual use of the property received under the acceptance certificate.

132. The rent does not include payments for routine and major repairs. Payment for utilities and maintenance services, as well as for the maintenance and security of the property, is made upon actual use, except in cases where the contract is concluded through the public procurement web portal.

133. If the contract is not concluded through the public procurement web portal, payments for utilities and maintenance services, the amount of which is determined in accordance with the Lessor's internal calculations, are paid by the Lessee separately based on the issued requests (invoices) and are not included in the rent.

134. Amendments to the draft or concluded Property lease (rent) Agreement that could alter the terms, conditions, tenders held (reducing the rental price),

and/or the proposal (quantity of proposed investments) that served as the basis for selecting the Lessee are prohibited. In the event of changes to the terms of the agreement that do not affect the basis for concluding the agreement, a supplementary agreement shall be executed.

135. The Property lease (rental) Agreement signed by the parties is subject to registration in the Company Agreement Register.

If the agreement is signed electronically, registration is established by the web portal.

136. When a property is leased (rented) under investment terms, the invested investments (inseparable and/or separable improvements to the premises) are transferred to the Company's balance sheet in accordance with the terms of the concluded agreement.

137. The leased property is transferred under an Acceptance Certificate in the form set forth in Appendix No. 7 to these Rules.

138. The Leasehold Property shall be returned in accordance with the Return Certificate in the form set out in Appendix No. 8 to these Rules.

139. The supervised structural unit shall monitor compliance with the terms of the Agreement, the extension of the lease term, and the provision of the other information to the Tender Committee and/or authorized person.

140. A Lease (rent) Agreement for real estate concluded for a term of at least one year shall be subject to state registration in the legal cadaster in the manner established by the legislation of the Republic of Kazakhstan.

If it is necessary to register lease (rental) agreements with authorized bodies, this responsibility rests with the Leaseholder.

18. Security deposit (contract security)

141. To secure the fulfillment of the Lessee's obligations, within 10 (ten) business days from the date of conclusion of the Agreement, the Lessee shall make a security deposit equal to one month's rent under the Agreement.

Participants shall make a security deposit in the amount, timeframe, and manner specified in the tender notice to the University account.

142. The security deposit shall remain at the disposal of the Company for the entire term of the Agreement as security for the proper fulfillment of the Lessee's obligations under the Agreement.

143. In the event of the Lessee's failure to fulfill or improper fulfillment of its obligations under the Agreement, resulting in monetary obligations to the Company, the Company shall have the right to write off the debt without further acceptance using the security deposit.

144. In the event of a write-off (in full or in part) of the Security payment (deposit), the Lessee undertakes to replenish the Security payment to the established amount within 10 (ten) business days from the date of receipt of notification of its write-off and the need for replenishment.

145. The Security payment (deposit) is subject to return to the Lessee provided there are no outstanding debts or claims under the Agreement and after the return of the property by the acceptance certificate within 5 (five) business days from the expiration date of the Agreement or in the event of early termination of the Agreement.

Upon execution of the Agreement, the previously deposited security for the Agreement is returned by the Company.

19. Procedure for calculating base rates and rent

146. The calculation of the base rate of monthly rent when providing the Company's facilities for property lease (rental) is determined by the Lessor on the basis of the rates and amounts of the applied coefficients, in accordance with Appendix No. 4 to the Rules, using the formula:

$Ап = Рбс \times S \times (Кт \times Кк \times Кск \times Кр \times Квд \times Копф \times Кфу \times Ксоц \times К \times Кн/Кв)$, where:

Ап is the rent excluding VAT per square meter, tenge per year

Рбс is the base rent rate per square meter, tenge per year;

S is a rentable area, square meter;

Кт is coefficient taking into account the type of premises;

Кк is a coefficient taking into account the type of non-residential premises;

Кск is a coefficient taking into account the level of comfort;

Кр is a coefficient taking into account the territorial location;

Квд is a coefficient taking into account the type of Lessee's activity;

Копф is a coefficient taking into account the Lessee's legal form;

Кфу is a coefficient taking into account financial stability;

Ксоц is coefficient for socially vulnerable groups of the population and social projects;

Ки is an investment coefficient (major repairs, acquisition/upgrade of fixed assets, etc.);

Кн/Кв is a decreasing/increasing coefficient.

147. When determining the procedure for calculating base rates and rent, the Ki coefficient is excluded from the formula. This coefficient is not applied to investments (major repairs, acquisition/upgrade of fixed assets, etc.) during tender procedures.

148. The coefficients provided for in Appendix No. 4 to the Rules can be revised at least once per year and will be based on statistical data generated by analyzing the cost of property rental specified in contracts concluded with the winners of tenders for the provision of property rent (lease) for organizing a particular type of activity.

149. The amount of the base monthly rent and the amount of the security deposit for participation in the tender, calculated in tiyns, are rounded. Amounts less than fifty tiyns are rounded to zero, and amounts equal to fifty tiyns or more are rounded to one tenge.

150. The base monthly rent rates calculated in accordance with these Rules do

not include value-added tax. The value-added tax amount is calculated additionally and included in the rent payment amount upon conclusion of a property lease agreement in accordance with current tax legislation.

151. When specifying base monthly rent rates in the tender announcement and tender documentation, the tender organizer shall indicate that the monthly base rates do not include value-added tax.

152. In the tender announcement and tender documentation, base rent rates are specified per 1 (one) calendar month.

153. The rent received from leasing the real estate, determined in accordance with Appendix 4 of these Rules, "Methodology for Determining Starting Rent Rates When Transferring Property for Lease (Rent)" shall be used to reimburse accrued depreciation, as well as all taxes, fees, and other mandatory payments to the budget, payable by the Lessor in accordance with the law.

154. The costs of electricity, water supply, sewerage, and other services (except for telecommunications costs) shall be paid by the Lessee separately based on actual costs as per meter readings and/or consumption standards.

155. Telecommunications services shall be paid according to invoices issued by the Lessor. Cleaning of the premises, expenses for routine repairs of the leased premises, and other operating costs can be borne by the Lessee at its own expense.

20. Final provisions

156. These Rules are binding on all the employees of the Company Management Board involved in the process of leasing (renting) the Company's property.

157. Compliance with these Rules is verified by the Company structural divisions authorized by the Company's internal documents.

158. In the event of changes in the legislation of the Republic of Kazakhstan and/or other changes in the external or internal environment, these Rules are subject to revision with respect to the relevant amendments.

159. Amendments and additions to the Rules are made in accordance with the procedure established by the Company internal documents.

Appendix 1

to the Rules for Transferring Real Estate of Abylkas Saginov Karaganda Technical University to Property Lease (rent/subrent)

Announcement of conducting a tender

Information of the organizer and the tender: Department _____

1	Tender organizer:	(Indicate full name)
2	Postal address:	(Indicate postal address)
3	Contact information, email address:	(Indicate telephone number(s) with area code, full name of contact person, email address, etc.)
4	Bank details for security deposit payment:	(Indicate telephone number(s) with area code, full name of contact person, email address, etc.)
5	Security deposit payment deadline:	Indicate the payment recipient, details: BIN, IIC, Bank, BIC, KBE at least two business days before the date of the first stage of the tender (opening of envelopes)
6	Tender documentation location:	Indicate full address, office number where tender bids are accepted)
7	Tender application submission address:	(Indicate full address, office number where tender bids are accepted)
8	Tender submission deadline date and time:	Indicate the date and time. For example: Application deadline: 10:00 AM, March 27, 2026)
9	Tender venue (opening of tender envelopes):	Application deadline: 10:00 AM, March 27, 2026)
10	Tender date and time (opening of tender envelopes):	(Indicate the full address and office number where the envelopes will be opened)

2. Object characteristics:

Object (lot) No.	Location of the property for rent, address	The whole object or its part	Area for rent, sq.m	Intended purpose (type of activity) of using the object	The base rental rate, per month, in tenge (excluding VAT)	Amount of security deposit, tenge (excluding VAT)	Term of property lease, months	Terms and conditions for familiarization with the object (lot) tender

3. Conditions of conducting the tender

The tender for the provision of property for lease (rental) is conducted in two stages:

1) During the first stage of the tender, tender bids are opened and participants are qualified for compliance with the rules and tender documentation.

2) During the second stage of the tender, eligible participants bid on rent increases. The starting rent for the tender is the highest initial offer from one of the participants admitted to the second stage of the tender.

APPLICATION
for participation in a tender for the provision
of property for lease (rent)

To: _____
(indicate the name of the Tender Organizer)

From:
(indicate the last name, first name, and patronymic (if any) of the individual or the name of the legal entity)

1. Information of the potential participant:

Legal entities:

Full name of the legal entity - potential participant (in accordance with the certificate of state registration)	
BIN (business identification number)	
Full name of the potential participant head	
Contact information: 1) Legal address: 2) Physical address: 3) Contact phone numbers: 1) 4) Email address:	
Legal entity banking details: 1) Name of the bank or its branch: 2) IIC: 3) BIC: 1) 4) KBE:	

Physical entities:

Full name of the individual - potential participant, as shown on their identification document	
IIN (Individual Identification Number)	

Contact information: 1) Registration address: 2) Actual residential address (if different from registration address): 3) Contact phone numbers: 4) Email address:	
Legal entity banking details: 1) Name of the bank or its branch: 2) IIC: 3) BIC: 4) KBE:	

2. _____ *(the full name of the potential participant is indicated) hereby expresses its desire to participate in the tender for the lease (rental) of the Company's facilities in accordance with the requirements and conditions stipulated by the Rules and tender documentation.*

3. Information of the leased properties (lots) for which the potential participant is participating in the tender and has paid security deposits:

Lot No.	Name of property lease object (lot)	Amount of the security deposit made by a potential participant for the property (lot), tenge

4. By submitting this application, we confirm that we have read the Rules and tender documentation and are aware of the liability for providing false information in the tender application and accompanying documents, as well as for violating or failing to comply with other established requirements and provisions.

5. List of attached documents:

No.	Document name	Original or copy	Number of sheets

5. This tender application for participation in the tender is bound, numbered, and the last page is signed and sealed (if any) by the potential participant on ___ sheets.

Signature

SEAL (if any)

Position, last name, first name, and patronymic (if any) of the manager or representative acting under a power of attorney (in this case, a power of attorney authorizing the signature of the application must be attached to the tender application)

Date of completion _____

**Application
for the provision of a property for lease (rent)
in specified cases (special procedure)**

To: _____
(indicate the name of the Company)

From: _____
*(indicate the last name, first name, and patronymic (if any) of the individual
or the name of the legal entity)*

1. Information of the potential participant:

Legal entities

Full name of the legal entity - potential participant (in accordance with the certificate of state registration)	
BIN (business identification number)	
Full name of the potential participant head	
Contact information: 1) Legal address: 2) Physical address: 3) Contact phone numbers: 2) 4) Email address:	
Legal entity banking details: 1) Name of the bank or its branch: 2) IIC: 3) BIC: 2) 4) KBE:	

Physical entities:

Full name of the individual - potential participant, as shown on their identification document	
IIN (Individual Identification Number)	
Contact information: 1) Registration address: 2) Actual residential address (if different from registration address): 3) Contact phone numbers: 4) Email address:	

Legal entity banking details: 1) Name of the bank or its branch: 2) IIC: 3) BIC: 4) KBE:	
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2. _____ *(the full name of the potential participant is indicated) hereby expresses its desire to participate in the tender for the lease (rental) of the Company's facilities in accordance with the requirements and conditions stipulated by the Rules and tender documentation.*

3. Information of the objects (lots) of the property lease that the potential participant wishes to receive for property lease (rental) indicating the amount of the proposed investment

Lot No.	Lot (object) name

4. By submitting this application, we confirm that we have read the Rules and are aware of the liability for providing false information in the application and accompanying documents, as well as for violating or failing to comply with other established requirements and provisions.

5. List of attached documents:

No.	Document name	Original or copy	Number of sheets

This application is bound, numbered, and the last page is signed and sealed (if any) by the potential bidder on ___ sheets.

Signature _____

SEAL (if any)

Position, last name, first name, and patronymic (if any) of the manager or representative acting under a power of attorney (in this case, a power of attorney authorizing the signature of the application must be attached to the tender application)

Date of completion _____

**Methodology of Determining Starting Rental Rates
for Transferring the Property
of Abylkas Saginov Karaganda Technical University
for Property Lease (Rent)**

1. This Methodology shall be applied to the calculation of starting rental rates for the lease of capital structures (buildings, facilities), land plots, and other property owned by the Abylkas Saginov Karaganda Technical University and its subsidiaries, by legal entities and individuals (including sole proprietors).

2. The following terms and definitions are used in this Methodology:

Leased area – the area of real estate leased, the size of which is determined by the technical passport, or, if this cannot be determined by the technical passport, by measuring the premises by a commission established by the Lessor;

Base rate – the base rental price per square meter of leased real estate per year, established by the Government of the Republic of Kazakhstan;

Rental rate – the monthly and/or annual rental cost per square meter of leased real estate, calculated based on the base rate using the coefficients stipulated by these Rules;

rent amount – the monthly and/or annual rental cost of real estate.

3. Rent is paid in tenge based on the base rental amount established on the date of payment.

4. The rental rate is determined by multiplying the base rate by the sum of the coefficients specified in Appendix 1 of this Methodology.

5. Rent for the lease of capital structures (buildings, facilities) on the Company's balance sheet is calculated using the following formula:

$$A_{п} = P_{бс} \times S \times (K_{т} \times K_{к} \times K_{ск} \times K_{р} \times K_{вд} \times K_{опф} \times K_{ф} \times K_{соц} \times K \times K_{н/кв}),$$

где:

$A_{п}$ is the rent excluding VAT per square meter, tenge per year

$P_{бс}$ is the base rent rate per square meter, tenge per year;

S is a rentable area, square meter;

$K_{т}$ is coefficient taking into account the type of premises;

$K_{к}$ is a coefficient taking into account the type of non-residential premises;

$K_{ск}$ is a coefficient taking into account the level of comfort;

$K_{р}$ is a coefficient taking into account the territorial location;

$K_{вд}$ is a coefficient taking into account the type of Lessee's activity;

$K_{опф}$ is a coefficient taking into account the Lessee's legal form;

$K_{ф}$ is a coefficient taking into account financial stability;

$K_{соц}$ is coefficient for socially vulnerable groups of the population and social projects;

$K_{и}$ is an investment coefficient (major repairs, acquisition/upgrade of fixed assets, etc.);

$K_{н/кв}$ is a decreasing/increasing coefficient.

6. When renting objects (premises) on an hourly basis for property lease, the rental fee per hour of rent shall be from 2 MCI.

7. During the period of suspension of activities (vacation time), the monthly rental cost for space is 5,000 tenge.

Appendix

to the Methodology of Determining Starting Rental Rates for Transferring the Property of Abylkas Saginov Karaganda Technical University for Property Lease (Rent)

Base rate and the amounts of the coefficients applied when transferring property for property lease (rent)

Amount of the base rate		2.5 month calculation indicator established by the RK Law on the republican budget for the corresponding year
No.	Coefficient type	Coefficient value
1	Coefficient taking into account the premise type (Kr):	
	1.1 Office	1.0
	1.2 Production	0.8
	1.3 Warehouse, garage, boiler room	0.6
	1.4 Sports facilities (stadiums, gyms, sports grounds)	0.7
	1.5 Other buildings (structures) and land	0.9
	1.6 Football field	
2	Coefficient taking into account non-residential premise type (Kk):	
	2.1 Detached building and land plot	1
	2.2 Built-in/extended portion	0.9
	2.3 First floor	1.2
	2.4 Above first floor	1
	2.5 Basement (semi-basement) portion	0.7
	2.6 Basement portion	0.6
2.7 Other (roof, attic, vestibule, loft, loggia, outdoor sports facilities, etc.)	0.7	
3	Coefficient taking into account the degree of comfort (Kck)	
	3.1 for premises with all engineering and technical devices (electricity, sewerage, water supply, heating) in the absence of any types of communications is reduced by 0.1 for each type	1.0
4	Location coefficient (Kp):	
	4.1 for the city of Karaganda	2
	4.2 for the Karaganda region, Karkaraly district	0.5
5	Employer's activity coefficient ((Kвд):	
	5.1 for bank cash settlement centers, the National Postal Operator, ATMs, payment terminals (multi-cash machines), turnstiles, and other equipment.	19
	5.2 for currency exchange offices and organizations whose activities are related to the securities market, insurance and investment companies, notary offices, and law firms.	3.0
	5.3 for retail, hotel services, and vending machines in University buildings.	2.5
	5.4 for catering (canteens, buffets).	1.5
	5.5 for services in the fields of:	1.1 0.9 0.8

	- science and higher education,	1.0
	- secondary and additional education,	13
	5.8 for organizing public catering (canteens, buffets) in educational institutions and dormitories of educational institutions	0.5
	5.9 for coworking centers	2.5
	6. for kiosks in the catering industry	7
	6.1 for other types of activities, with the exception of the activities specified in paragraphs 5.1-6	1
6	Coefficient taking into account the organizational and legal form of the employer (Kоnф):	
	6.1 for small business entities organizing production activities and developing the public service sector, with the exception of trade and intermediary activities	0.9
	6.2 for state-controlled joint-stock companies (limited liability partnerships)	0.8
	6.3 for charitable and public associations, non-profit organizations	0.5
	6.4 for others	1.0
7	Lessee Financial Stability Ratio (Kфy)	
	7.1 Up to 3 months of experience	1.5
	7.2 3 to 12 months of experience	1.3
	7.3 12 to 36 months of experience	1.1
8	Coefficient for socially vulnerable groups and social projects (Kcoy)	0.5
9	Investment ratio (major repairs, acquisition/upgrade of fixed assets, etc.) (Kи)	
	For premises with a total area over 800 sq.m.	0.9
	9.1 Investments up to 10,000,000 tenge	0.8
	9.2 Investments from 10,000,001 tenge to 30,000,000 tenge	0.7
	9.3 Investments from 30,000,001 tenge to 50,000,000 tenge	0.6
	9.4 Investments from 50,000,001 tenge to 80,000,000 tenge	0.5
	9.5 Investments from 80,000,000 tenge to 120,000,000 tenge	0.4
	9.6 Investments over 120,000,001 tenge	
	Investment coefficient (major repairs, acquisition/upgrade of fixed assets, etc.) (Kи)	0.9
	For premises with a total area of over 500 sq.m. to 799 sq.m. 9.7 Investments up to 6,000,000 tenge	0.8
	9.8 Investments from 6,000,001 tenge to 15,000,000 tenge	0.7
	9.9 Investments from 15,000,001 tenge to 30,000,000 tenge	0.6
	9.10 Investments from 30,000,001 tenge to 60,000,000 tenge	0.5
	9.11 Investments from 60,000,001 tenge to 90,000,000 tenge	0.4
	Investment coefficient (major repairs, acquisition/upgrade of fixed assets, etc.) (Kи)	
	For premises with a total area over 250 sq.m. to 499 sq.m.	0.9
	9.13. Investments up to 10,000,000 tenge	0.8
	9.14. Investments from 10,000,001 tenge to 20,000,000 tenge	0.7
9.15. Investments from 20,000,001 tenge to 40,000,000 tenge	0.6	
9.16. Investments from 40,000,001 tenge to 60,000,000 tenge	0.5	
9.17. Investments from 60,000,001 tenge to 90,000,000 tenge	0.4	
9.18. Investments over 90,000,001 tenge		
	Investment coefficient (major repairs, acquisition/upgrade of	0.9

	fixed assets, etc.) (Қн)	
	For premises with a total area from 75 sq.m. to 249 sq.m.	0.8
	9.19. Investments up to 10,000,000 tenge	0.7
	9.20. Investments from 10,000,001 tenge to 20,000,000 tenge	0.6
	9.21. Investments from 20,000,001 tenge to 40,000,000 tenge	0.5
	9.22. Investments from 40,000,001 tenge to 60,000,000 tenge	0.4
	9.23. Investments from 60,000,001 tenge to 90,000,000 tenge	
	9.24. Investments over 90,000,001 tenge	0.9
	Investment coefficient (major repairs, acquisition/upgrade of fixed assets, etc.) (Қн)	0.8
	For premises with a total area of up to 74 sq. m.	0.7
	9.25. Investments up to 10,000,000 tenge	0.6
10	Increasing/decreasing coefficient (Қн/Қв)	
	10.1. It is used when providing to small business entities for the organization of production activities and the development of the public services sector, with the exception of trade and procurement (intermediary) activities;	0.5
	10.2. Student employment (minimum 5 people); Start-up projects of students/staff (residents); Joint ventures with equity participation of the University; Student internships (minimum 10 people);	0.6
	10.3. Student employment (minimum 4 people); Start-up projects of Technopark/Business Incubator residents; Student internships (minimum 7 people);	0.7
	10.4. Student employment (minimum 3 people); Social and domestic facilities (pharmacies, medical offices); Student internships (minimum 5 people);	0.8
	10.5. Student employment (minimum 1 person); Student internships (minimum 3 people);	0.9
	10.6. By agreement of the parties.	from 1 to 3

Property lease agreement (rental agreement) No.

(general form)

Karaganda

_____, ____202__

Non-profit Joint Stock Company Abylkas Saginov Karaganda Technical University, hereinafter referred to as the **Lessor** represented by _____ (indicate the position and full name of the authorized person), acting on the basis of _____ (indicate the name of the document, if any, the number and date), on the one hand, and **the Lessee name**, hereinafter referred to as the "Lessee", represented by _____ (indicate the position and full name of the authorized person), acting on the basis of _____ (indicate the name of the document, if any, the number and date), on the other hand, hereinafter jointly referred to as the "Parties", and individually as a "Party", and on the basis of _____ (indicate the name of the document (relevant protocol), number and date), have entered into this Lease Agreement (hereinafter referred to as the Agreement) as follows:

1. TERMS AND DEFINITIONS

Common area is a part of the Company's real estate and adjacent territories intended for public use, including: transport and pedestrian entrances and passages through the adjacent territory, passages and corridors, stairwells, elevators (if any), fire escapes, restrooms, areas for the installation and maintenance of equipment, waste collection areas, etc., with the exception of those transferred for use to one or more Lessees, as well as areas occupied by employees and legal entities directly involved in the technological process of providing public services;

Utility costs are costs for services provided at the leased property and in the adjacent territory, including, but not limited to, costs for water supply, sewerage, gas supply, electricity supply, heat supply, solid waste removal, and elevator maintenance (if any);

Operating Expenses are payments by the Lessee to reimburse the Lessor for expenses related to the management, operation, maintenance, security, and service of the Common Areas, including costs and expenses related to cleaning the Common Areas, window washing, façade cleaning, snow removal, and other similar services.

Penalties are penalties (fines, late fees), as well as other damages stipulated by the Agreement or the legislation of the Republic of Kazakhstan;

Work Schedule is the established working hours of the Lessor.

2. SUBJECT OF THE AGREEMENT

2.1. The Lessor undertakes to transfer the Leasehold Property to the Lessee for a fee for temporary possession and use, and the Lessee shall accept the Leasehold Property and pay rent in accordance with the terms of the Agreement.

2.2. Leasehold Property: *(name, part of the premises, building, structure, etc., enter as appropriate), owned by the Lessor by right of (ownership, lease, or trust management, enter as appropriate).*

2.3. Leasehold Property Address *(indicate full address).*

2.4. Leasehold Property Area: square meters *(indicate area size).*

2.5. Leasehold Property Purpose: *(indicate purpose)* (by mutual agreement, the Parties may not specify the purpose).

2.6. The Leasehold Property is transferred for the purpose of organizing and conducting activities in

accordance with its intended purpose. The Lessee has no right to change the intended purpose during the entire lease term.

3. PAYMENT TERMS AND PROCEDURE

3.1. Rent

3.1.1. The rent shall be paid by the Lessee to the appropriate Lessor account specified in Section 10 of this Agreement, in monthly advance payments no later than the last day of the month preceding the month of tenancy.

3.1.2. The rent does not include operating, utility, or other expenses, which shall be paid by the Lessee separately.

3.1.3. The rent shall be _____ (in figures and words) tenge per month, inclusive of VAT.

3.1.4. The total amount of the Agreement shall be _____ (in figures and words) tenge, inclusive of VAT (this section may be completed if necessary).

3.1.5. The rent may be revised at the request of the Lessor in the event of a change in the base rent rate and the applicable coefficients, of which the Lessor shall notify the Lessee in writing no later than 30 (thirty) calendar days prior to the next rent payment.

3.1.6. In the event of early termination of the Agreement or cancellation of the Agreement at the initiative of the Lessee, the rent paid in advance is non-refundable.

3.1.7. Rent shall begin to accrue to the Lessee from the date of transfer of the property under the acceptance certificate between the Lessor and the Lessee.

3.1.8. The Lessor shall continue to accrue rent, utilities, and operating expenses to the Lessee until the duly returned leased property to the Lessor under the Lease Return Certificate signed by authorized representatives of the Lessor and the Lessee, even if the lease term of the Property expires. However, this fact shall not constitute grounds for extending the lease term of the Property.

3.2. Operating Expenses

3.2.1. Operating expenses must be paid monthly, according to invoices issued by the Lessor, no later than the 25th of the current month.

3.2.2. Operating expenses are payable by the Lessee from the date of signing the Lease Transfer Certificate.

3.3. Utilities

3.3.1. Utilities must be paid monthly, according to invoices issued by the Lessor, no later than the 25th of the current month.

3.3.4. Utilities are payable by the Lessee from the date of signing the Lease Transfer Certificate.

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1. The Lessor is obliged to:

4.1.1. Transfer the leased property under the Lease Transfer and Acceptance Certificate, drawn up in the form set forth in Appendix 2 to this Agreement, and ensure the unimpeded and uninterrupted use of the leased property by the Lessee in accordance with its intended purpose.

4.1.2. In the event of a change in the terms of the Agreement, notify the Lessee in writing 30 (thirty) calendar days in advance.

4.2. The Lessor has the right to:

4.2.1. Require the Lessee to make timely payments stipulated by the Agreement and to properly fulfill other obligations stipulated by the Agreement.

4.2.2. Monitor the proper fulfillment of the Lessee's obligations under the Agreement, including the intended use of the leased property, the proper condition and safe operation of the leased property and its associated utilities and communications, and the Lessee's compliance with sanitary and fire safety standards, electrical appliance and installation operating regulations, and occupational health and safety regulations at the leased property.

4.2.3. Provide unimpeded access to the leased property at any time, without prior notice to the Lessee, in the event of an emergency (fire, flood, utility system failure, illegal actions of third parties, etc.).

4.2.4. In the event of the Lessee's failure to fulfill or improper fulfillment of its obligations under the Agreement, resulting in monetary liabilities to the Lessor, the Lessor has the right to write off the debt without acceptance using a security deposit.

4.2.5 The Lessor has the right to exempt the Lessee from paying rent during the holiday period for

students in accordance with the relevant curriculum after review and decision by the collegial body.

4.3. The Lessee undertakes to:

4.3.1. Accept the leased property for temporary possession and use under the Lease Acceptance Certificate. If the lease is for more than one year, register the agreement with the Department of Justice.

4.3.2. Within 10 (ten) business days from the date of acceptance of the leased property under the Lease Acceptance Certificate, purchase and install, at the Lessor's expense, individual utility meters (hereinafter referred to as meters) at the leased property, seal them, and read the meters in compliance with established procedures (where applicable).

4.3.3. Use the leased property solely in accordance with its intended purpose, the terms of the Agreement, the Lessor's internal documents, and the legislation of the Republic of Kazakhstan.

4.3.4. Ensure the availability of the permits required by the current legislation of the Republic of Kazakhstan, necessary for organizing and/or carrying out their activities (where applicable).

4.3.5. Make payments stipulated by the Agreement promptly and in full. Organize the independent receipt of invoices from the Lessor for the payments stipulated by Section 3 of the Agreement no later than three (3) business days before the last day of payments.

4.3.6. Reconcile settlements with the Lessor quarterly, by the tenth (10th) day of the month following the reporting period, providing a payment reconciliation report and, if necessary, supporting documents.

4.3.7. Pay accrued Penalties stipulated by the Agreement and the legislation of the Republic of Kazakhstan promptly and in full.

4.3.8. Conduct routine and major repairs at the leased property in strict accordance with the relevant documentation approved by the Lessor and in compliance with the requirements of the legislation of the Republic of Kazakhstan and the Lessor's internal documents.

4.3.9. During construction, installation, and repair work (hereinafter referred to as "CIRR"), ensure the daily removal of construction waste from the premises.

4.3.10. Ensure the preservation of the finishes and interior of common areas, as well as existing utility systems and equipment.

4.3.11. Provide the Lessor's representatives with constant, unimpeded access to any utility systems and communications, fire escape hatches, etc., located on the rental property for inspection and maintenance.

4.3.12. Not use utility networks and other equipment for purposes other than those for which they are intended or in excess of their design capacity. The Lessee shall not connect additional equipment and apparatus to them, or repair (restore/modify/improve) them, without the appropriate written consent of the Lessor.

4.3.13. Not make any changes to the load-bearing and/or enclosing structures of the rental property, nor make any changes to utility systems, communications, or other systems without the written consent of the Lessor. 4.3.14. Provide the rental property with a sufficient number of service personnel (Lessee's employees) to avoid congestion of service recipients/visitors and the formation of queues.

4.3.15. Prevent the Lessee's employees from being present at the rental property while under the influence of alcohol, drugs, or other intoxicants.

4.3.16. Maintain the rental property in good condition and, if necessary, carry out routine or major repairs to the rental property at the Lessee's own expense.

4.3.17. In the event of any damage to the rental property caused by the Lessee or its representatives, promptly repair it using the materials and labor agreed upon with the Lessor.

4.3.18. Comply with and ensure compliance by the Lessee's employees with sanitary and fire safety standards, rules for the operation of electrical appliances and installations, and occupational safety and health regulations, and be held liable for any violation of such requirements.

4.3.19. Purchase, at your own expense, and install fire extinguishers and/or other primary fire extinguishing equipment at the rental property, and appoint by order a person responsible for compliance with this clause, in cases stipulated by law and/or fire safety regulations, and provide a copy of this order to the Lessor within 15 (fifteen) business days from the date of execution of the Agreement (if applicable).

4.3.20. Ensure regular cleaning of the rental property.

4.3.21. Without the prior written consent of the Lessor, do not sublease the leased property, do not provide the leased property for use, and do not transfer rights with respect to the leased property to third parties, and do not use it as security for the fulfillment of one's obligations.

4.3.22. On the expiration date of the lease specified in paragraph 9.1 of Section 9 of this Agreement, or no later than the date of termination or early cancellation of the Agreement, transfer the leased property to the Lessor under a Leasehold Property Return Certificate, drawn up in the form specified in Appendix 3

to the Agreement, in a condition no worse than on the commencement date of the lease, taking into account normal wear and tear, and, at the Lessee's own expense, release the leased property from the Lessee's property.

4.3.23. Compensate for damages in the event of the leased property being returned inoperative or in unsatisfactory technical condition within 10 (ten) business days of receipt of the corresponding invoice.

4.3.24. Properly fulfill all obligations under the Agreement.

4.3.25. As security for the fulfillment of obligations, the Lessee shall, within 10 (ten) business days from the date of execution of the Agreement, make a security deposit, the amount of which is set at one month's rent under the Agreement.

4.3.25. In the event of a write-off (in full or in part) of the Security Deposit, the Lessee undertakes to replenish the Security Deposit to the established amount within 10 (ten) business days from the date of receipt of notification of its write-off and the need to replenish.

4.4. The Lessee has the right:

4.4.1. To demand from the Lessor the proper and timely fulfillment of obligations stipulated by the Agreement.

4.4.2. To pay rent in advance for several months.

4.4.3. To make permanent or separable improvements to the leased property only with the prior written consent of the Lessor and in compliance with the established requirements. In this case, all inseparable improvements made by the Lessee shall become the property of the Lessor, unless otherwise expressly provided in an additional agreement of the Parties to the Agreement. The cost of such improvements is not subject to reimbursement to the Lessee.

4.4.4. Use common areas as defined by the Agreement, the legislation of the Republic of Kazakhstan, and the Lessor's internal documents.

4.5. The security deposit shall be held by the Lessor for the entire term of the Agreement as security for the proper performance of the Lessee's obligations under the Agreement.

4.6. The security deposit is subject to return to the Lessee provided there are no outstanding debts or claims under the Agreement and after the return of the Property under the acceptance certificate within 5 (five) business days from the date of expiration of the Agreement or in the event of early termination of the Agreement.

4.7 During the vacation period, apply to the Lessor for exemption from rent payment during the vacation period for the students' relevant curriculum.

5. RESPONSIBILITY OF THE PARTIES

5.1. The Parties shall be liable for any breach (failure to perform or improper performance) of the terms of this Agreement.

5.2. In the event of a breach by the Lessee of the obligations stipulated by subparagraphs 3.1.1., 3.2.1., and 3.3.1. of Section 3 of this Agreement, the Lessor shall have the right to demand, and the Lessee shall be obligated to pay, a penalty in the amount of 0.01% of the monthly rent for each calendar day of delay, but not more than 10% of the contract amount.

5.3. In the event of a failure by the Lessee to fulfill the obligations stipulated by subparagraphs 4.3.23. of Section 4 of this Agreement, the Lessee shall pay a penalty in the amount of 10% of the monthly rent for each calendar day of delay in the deadline specified in subparagraph 4.3.23. of Section 4 of this Agreement. Penalties accrue until the date of full fulfillment of the unfulfilled obligation.

5.4. In addition to the penalties set forth above, the Lessor has the right to apply any or several of the following measures against the Lessee who has violated the terms of the Agreement:

- 1) restriction of access of the Lessee or its employees to the rental property;
- 2) disconnection of utilities;
- 3) prohibition on the import and/or export of goods and materials.

The above measures remain in effect until the violations and their consequences are rectified.

5.5. The Lessee is solely liable for any claims, demands, financial obligations, etc., related to damages to third parties, third-party property, or claims for compensation for moral damages arising from the failure to fulfill or improper fulfillment of its contractual obligations. The Lessee is obligated to indemnify the Lessor from such proceedings and compensate it for any expenses incurred.

5.6. In the event of the Lessee's failure to fulfill or improper fulfillment of their obligations under the Agreement, resulting in monetary liabilities to the Lessor, the Lessor has the right to write off the debt without prior acceptance using the security deposit. If the Security Deposit is debited (in full or in part),

the Lessee undertakes to replenish the Security Deposit to the established amount within 10 (ten) business days of receiving notification of its debit and the need for replenishment.

6. ANTICORRUPTION REQUIREMENTS

6.1. In fulfilling their obligations under the Agreement, the Parties shall refrain from committing or inciting actions that violate or contribute to the violation of the legislation of the Republic of Kazakhstan, including in the area of combating corruption. They shall not pay, offer to pay, or authorize the payment of any monetary funds or valuables, directly or indirectly, to any persons, in order to influence the actions or decisions of such persons in order to obtain any undue advantage or achieve other illicit goals.

6.2. In fulfilling their obligations under the Agreement, the Parties shall not commit actions classified by the legislation applicable for the purposes of the Agreement as giving/receiving a bribe, commercial bribery, or actions that violate the requirements of applicable legislation and international acts on combating the legalization (laundering) of proceeds from crime.

6.3. If a Party suspects that a corrupt violation of any provisions of this Section of the Agreement has occurred or may occur, the relevant Party undertakes to notify the other Party in writing.

6.4. In the written notification, the Party is obligated to cite facts or provide materials that reliably confirm or provide grounds to believe that a corrupt violation of any provisions of this Section of the Agreement has occurred or may occur by the Party.

6.5. The Party receiving the written notification is obligated to conduct an investigation and submit its results to the other Party, or send the materials to the relevant authorized state body and notify the other Party accordingly.

7. FORCE MAJEURE

7.1. The Parties shall be released from liability for any failure to fulfill their obligations under the Agreement, in whole or in part, if such failure resulted from force majeure.

7.2. Force majeure shall mean circumstances that arise after the conclusion of the Agreement as a result of extraordinary events that could not be foreseen by the Party and are beyond its control. Force majeure circumstances shall include circumstances related to military action, natural disasters, and the adoption of relevant acts by government agencies that prevent the Parties from fulfilling their obligations under the Agreement.

7.3. A Party that is unable to fulfill its obligations under the Agreement due to the circumstances specified in paragraph 7.2 of Section 7 of this Agreement shall notify the other Party of the occurrence of such circumstances in writing within 48 hours, attaching relevant documents confirming the occurrence of such circumstances. These documents must be confirmed and certified by the authorized body of the Republic of Kazakhstan.

7.4. The deadline for fulfilling obligations under the Agreement is extended for the duration of the force majeure circumstances.

7.5. If force majeure circumstances continue for more than one (1) month, each Party has the right to refuse further performance of the Agreement. In such case, the Parties undertake to settle accounts under the Agreement for the actual rental period and for payments made.

8. DISPUTE RESOLUTION PROCEDURE

8.1. All the matters not covered by the Agreement are governed by the laws of the Republic of Kazakhstan.

8.2. All disputes and disagreements arising during the execution, modification, or termination of the Agreement shall be resolved through negotiations.

8.3. If agreement is not reached through negotiations within 1 (one) month, disputes and disagreements shall be resolved through court proceedings at the location of the Lessor, in accordance with the laws of the Republic of Kazakhstan.

9. TERM OF THE AGREEMENT, PROCEDURE FOR ITS AMENDMENT AND TERMINATION

9.1. This Agreement shall enter into force upon signing and shall remain valid until

_____, inclusive.

9.2. The terms of the Agreement may be amended and/or supplemented by mutual agreement of the Parties by signing an additional agreement in accordance with the requirements of the legislation of the Republic of Kazakhstan and the Lessor's internal documents.

9.4. The Agreement may be terminated early by mutual consent of the Parties by signing an early termination agreement without penalty.

9.5. The Lessor has the right to unilaterally terminate the Agreement early, without payment of a penalty, with 30 (thirty) calendar days' notice to the Lessee, if the Lessee breaches the following terms of the Agreement:

1) the Lessee fails to pay any of the fees stipulated by the Agreement within the established deadlines (in whole or in part) for more than 30 (thirty) calendar days;

2) the Lessee's use of the leased property for purposes other than those intended;

3) the Lessee's breach of its obligations under the Agreement;

4) the breach is not promptly remedied at the request of the Lessor, within the period specified in the Agreement or separately agreed upon in writing with the Lessor;

5) the Lessee is declared bankrupt in accordance with the established procedure or a decision is made to liquidate the Lessee;

6) the Lessee obstructs the Lessor's inspection or control activities stipulated by the Agreement.

9.6. The Lessor has the right to unilaterally and extrajudicially terminate the Agreement early, without payment of a Penalty, by notifying the Lessee 30 (thirty) calendar days in advance. In such case, the Lessor is obligated to refund the invested funds, taking into account depreciation, based on the documents provided confirming the Lessee's actual expenses.

9.7. Early termination of the Agreement by the Lessee is possible, but the Lessee must notify the Lessor in writing of the intended termination 30 (thirty) calendar days in advance.

9.8. In the event of early termination of the Agreement by the Lessee, the Lessee shall pay the Lessor a penalty equal to two months' rent within five (5) business days from the date of sending the corresponding notice of early termination to the Lessor.

9.9. Early termination of the Agreement, in accordance with paragraphs 9.5 and 9.7 of Section 9 of this Agreement, shall be made without reimbursement to the Lessee for the costs incurred for construction and installation work, installation/dismantling of equipment, structures, transportation, and other expenses.

9.10. The Lessor has the right to terminate the Agreement if the Lessee fails to comply with the terms and conditions set forth in Section 4.3.25 of this Agreement.

9.11. If any provision of the Agreement becomes invalid during its entire term by a court decision or otherwise, this shall not entail the invalidity of the remaining provisions of the Agreement.

9.12. Upon expiration of the Agreement, the Lessee has no preferential right over other persons to enter into a new Lease Agreement for a new term.

9.13. This Agreement is drawn up in Russian, in two legally binding copies, one for each Party.

9.14. If registration of Lease Agreements with authorized bodies is required, this responsibility rests with the Lessee.

10. DETAILS OF THE PARTIES

Lessor:

_____(Name)
_____(Address)
_____(Contact data)
_____(Bank details)
_____(Position)

(Signature, name)

Lessee:

_____(Name)
_____(Address)
_____(Contact data)
_____(Bank details)
_____(Position)

(Signature, name)

Property lease agreement (rental agreement) No.
(form for investors)

Karaganda _____, ____202__

Non-profit Joint Stock Company Abylkas Saginov Karaganda Technical University, hereinafter referred to as the **Lessor** represented by _____ (indicate the position and full name of the authorized person), acting on the basis of _____ (indicate the name of the document, if any, the number and date), on the one hand, and the **Lessee** name, hereinafter referred to as the "Lessee", represented by _____ (indicate the position and full name of the authorized person), acting on the basis of _____ (indicate the name of the document, if any, the number and date), on the other hand, hereinafter jointly referred to as the "Parties", and individually as a "Party", and on the basis of _____ (indicate the name of the document (relevant protocol), number and date), have entered into this Lease Agreement (hereinafter referred to as the Agreement) as follows:

1. TERMS AND DEFINITIONS

Common area is a part of the Company's real estate and adjacent territories intended for public use, including: transport and pedestrian entrances and passages through the adjacent territory, passages and corridors, stairwells, elevators (if any), fire escapes, restrooms, areas for the installation and maintenance of equipment, waste collection areas, etc., with the exception of those transferred for use to one or more Lessees, as well as areas occupied by employees and legal entities directly involved in the technological process of providing public services;

Utility costs are costs for services provided at the leased property and in the adjacent territory, including, but not limited to, costs for water supply, sewerage, gas supply, electricity supply, heat supply, solid waste removal, and elevator maintenance (if any);

Operating expenses are payments by the Lessee to reimburse the Lessor for expenses related to the management, operation, maintenance, security, and service of the Common Areas, including costs and expenses related to cleaning the Common Areas, window washing, façade cleaning, snow removal, and other similar services.

Penalties are fines, late fees, as well as other damages stipulated by the Agreement or the legislation of the Republic of Kazakhstan;

Work Schedule is the established working hours of the Lessor.

2. SUBJECT OF THE AGREEMENT

2.1. The Lessor undertakes to transfer the leased property to the Lessee for a fee for temporary possession and use, and the Lessee undertakes to accept the leased property and pay rent in accordance with the terms of the Agreement.

2.2. Leasehold Property: (name, part of the premises, building, structure, etc., enter as appropriate), owned by the Lessor by right of ownership, lease, or trust management, enter as appropriate.

2.3. Leasehold Property Address (indicate full address).

2.4. Leasehold Property Area: square meters (indicate area size.)

2.5. Leasehold Property Purpose: (indicate purpose).

2.6. The leased property is transferred for the purpose of organizing and conducting activities in accordance with its intended purpose. The Lessee has no right to change the intended purpose during the entire lease term. 2.7. The Lessee undertakes, within the first _____ months from the date of signing

this Agreement, to invest _____ () tenge in the leased property/to carry out routine repairs for a lease of _____ years, with the provision of separable and/or inseparable improvements to the ownership of the Lessor.

When the Lessee makes an investment and/or carries out repairs, rent payments shall be made under the terms and conditions stipulated in paragraph 3.1.7. of this Agreement.

2.8. During the lease term/upon expiration of the lease term, Equipment purchased and/or installed by the Lessee, with the Lessee's consent, may be transferred to the Lessor's balance sheet at its residual value (upon investment).

3. PAYMENT TERMS AND PROCEDURE

3.1. Rent

3.1.1. The rent shall be paid by the Lessee to the appropriate Lessor account specified in Section 10 of this Agreement, in monthly advance payments no later than the 25th of the month preceding the month of lease.

3.1.2. The rent does not include operating, utility, or other expenses, which shall be paid by the Lessee separately.

3.1.3. The rent shall be _____ (in figures and words) tenge per month, inclusive of VAT.

3.1.4. The total amount of the Agreement shall be _____ (in figures and words) tenge, inclusive of VAT (to be completed by the Parties if necessary).

3.1.5. The rent may be revised at the request of the Lessor in the event of a change in the base rent rate and the amounts of the applicable coefficients, of which the Lessor shall notify the Lessee in writing no later than 30 (thirty) calendar days prior to the next rent payment.

3.1.6. In the event of early termination of the Agreement or cancellation of the Agreement at the initiative of the Lessee, the rent paid in advance is non-refundable.

3.1.7. Rent shall begin to accrue to the Lessee from the moment the property acceptance certificate signed between the Lessee and the Lessor is signed.

3.1.8. The Lessor shall continue to accrue rent, utilities, and operating expenses to the Lessee until the property is duly returned to the Lessor in accordance with the Leasehold Property Return Certificate signed by authorized representatives of the Lessor and the Lessee, even if the lease term of the Property expires. However, this fact does not constitute grounds for extending the lease term of the Property.

3.2. Operating Expenses

3.2.1. Operating expenses must be paid monthly, according to invoices issued by the Lessor, no later than the 25th of the current month.

3.2.2. Operating expenses are payable by the Lessee from the date of signing the Lease Transfer Certificate.

3.3. Utilities

3.3.1. Utilities must be paid monthly, according to invoices issued by the Lessor, no later than the 25th of the current month.

3.3.4. Utilities are payable by the Lessee from the date of signing the Lease Transfer Certificate.

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1. The Lessor is obliged to:

4.1.1. Transfer the leased property under the Lease Transfer and Acceptance Certificate, drawn up in the form set forth in Appendix 2 to this Agreement, and ensure the unimpeded and uninterrupted use of the leased property by the Lessee in accordance with its intended purpose.

4.1.2. In the event of a change in the terms of the Agreement, notify the Lessee in writing 30 (thirty) calendar days in advance.

4.2. The Lessor has the right to:

4.2.1. Require the Lessee to make timely payments stipulated by the Agreement and to properly fulfill other obligations stipulated by the Agreement.

4.2.2. Monitor the proper fulfillment of the Lessee's obligations under the Agreement, including the intended use of the leased property, the proper condition and safe operation of the leased property and its associated utilities and communications, and the Lessee's compliance with sanitary and fire safety standards, electrical appliance and installation operating regulations, and occupational health and safety regulations at the leased property.

4.2.3. Provide unimpeded access to the leased property at any time, without prior notice to the Lessee, in the event of an emergency (fire, flood, utility system failure, illegal actions of third parties, etc.).

4.2.4. In the event of the Lessee's failure to fulfill or improper fulfillment of its obligations under the Agreement, resulting in monetary liabilities to the Lessor, the Lessor has the right to write off the debt without prior acceptance using the security deposit.

4.3. The Lessee is obliged to:

4.3.1. Accept the leased property for temporary possession and use under the Lease Acceptance Certificate. If the lease is for more than one year, register the agreement with the Department of Justice.

4.3.2. Within 10 (ten) business days from the date of acceptance of the leased property under the Lease Acceptance Certificate, purchase and install, at the leased property's own expense, individual utility meters (hereinafter referred to as meters), seal them, and read the meters in compliance with established procedures (where applicable).

4.3.3. Use the leased property solely in accordance with its intended purpose, the terms of the Agreement, the Lessor's internal documents, and the legislation of the Republic of Kazakhstan.

4.3.4. Ensure the availability of permits stipulated by the current legislation of the Republic of Kazakhstan, required for organizing and/or carrying out the leased property's activities (where applicable).

4.3.5. Make payments stipulated by the Agreement in a timely manner and in full. In this case, arrange for the independent receipt of invoices from the Lessor for the payments stipulated in Section 3 of the Agreement no later than three (3) business days before the last day of payments.

4.3.6. Quarterly, by the tenth (10th) day of the month following the reporting month, reconcile settlements with the Lessor by providing a payment reconciliation report and, if necessary, supporting documents.

4.3.7. Pay accrued penalties stipulated by the Agreement and the legislation of the Republic of Kazakhstan in a timely manner and in full.

4.3.8. Carry out routine and major repairs at the leased property in strict accordance with the relevant documentation approved by the Lessor and in compliance with the requirements of the legislation of the Republic of Kazakhstan and the Lessor's internal documents.

4.3.9. During construction, installation, and repair work (hereinafter referred to as "CIRR"), ensure the daily removal of construction waste from the site.

4.3.10. Ensure the safety of the finishing and interior of the common areas, as well as the existing engineering systems and equipment.

4.3.11. Provide the Lessor's representatives with constant, unimpeded access to any utility systems and communications, fire escape hatches, etc., located on the rental property for inspection and maintenance.

4.3.12. Not use utility networks and other equipment for purposes other than those for which they are intended or in excess of their design capacity. The Lessee shall not connect additional equipment and apparatus to them, or repair (restore/modify/improve) them, without the appropriate written consent of the Lessor.

4.3.13. Not make any changes to the load-bearing and/or enclosing structures of the rental property, nor make any changes to utility systems, communications, or other systems without the written consent of the Lessor. 4.3.14. Provide the rental property with a sufficient number of service personnel (Lessee's employees) to avoid congestion of service recipients/visitors and the formation of queues.

4.3.15. Prevent the Lessee's employees from being present at the rental property while under the influence of alcohol, drugs, or other intoxicants.

4.3.16. Maintain the rental property in good condition and, if necessary, carry out routine or major repairs to the rental property at the Lessee's own expense.

4.3.17. In the event of any damage to the rental property caused by the Lessee or its representatives, promptly repair it using the materials and labor agreed upon with the Lessor.

4.3.18. Comply with and ensure compliance by the Lessee's employees with sanitary and fire safety standards, rules for the operation of electrical appliances and installations, and occupational health and safety regulations, and be held liable for any violation of such requirements.

4.3.19. Acquire, at their own expense, and install fire extinguishers and/or other primary fire extinguishing equipment at the leased property, and appoint by order a person responsible for compliance with this clause, in cases stipulated by law and/or fire safety regulations, and provide a copy of this order to the Lessor within 15 (fifteen) business days from the date of conclusion of the Agreement (if applicable).

4.3.20. Ensure regular cleaning of the leased property.

4.3.21. Not to sublease the leased property, not to make the leased property available for use, not to transfer rights with respect to the leased property to third parties, and not to use it as security for the performance of their obligations without the prior written consent of the Lessor.

4.3.22. On the expiration date of the lease of the property specified in clause 9.1. Section 9 of this Agreement, or no later than the date of termination or early cancellation of the Agreement, transfer the leased property to the Lessor under a Leasehold Property Return Certificate, drawn up in the form set forth in Appendix 3 to the Agreement, in a condition no worse than that on the commencement date of the lease, taking into account normal wear and tear, and vacate the leased property at the Lessee's own expense.

4.3.23. Compensate for damages in the event of the leased property being returned inoperative or in unsatisfactory technical condition within 10 (ten) business days of receiving the corresponding invoice.

4.3.24. Properly fulfill all obligations under the Agreement.

4.3.25. As security for the fulfillment of obligations, the Lessee, within 10 (ten) business days of the date of conclusion of the Agreement, shall make a security deposit, the amount of which shall be set at one month's rent under the Agreement.

4.4. The Lessee has the right to:

4.4.1. Require the Lessor to properly and timely fulfill the obligations stipulated by the Agreement.

4.4.2. Pay rent in advance for several months.

4.4.3. Make permanent or separable improvements to the leased property only with the Lessor's prior written consent and in compliance with the established requirements. In this case, all permanent and/or separable improvements made by the Lessee shall become the property of the Lessor, unless otherwise expressly provided in an additional agreement of the Parties to the Agreement. The cost of such improvements is not subject to reimbursement to the Lessee.

4.4.4. Use common areas as defined by the Agreement, the legislation of the Republic of Kazakhstan, and the Lessor's internal documents.

4.5. The security deposit shall be held by the Lessor for the entire term of the Agreement as security for the proper performance of the Lessee's obligations under the Agreement.

4.6. The security deposit is subject to return to the Lessee provided there are no outstanding debts or claims under the Agreement and after the return of the Property under the acceptance certificate within 5 (five) business days from the date of expiration of the Agreement or in the event of early termination of the Agreement.

5. RESPONSIBILITY OF THE PARTIES

5.1. The Parties shall be liable for any breach (failure to perform or improper performance) of the terms of this Agreement.

5.2. In the event of a breach by the Lessee of the obligations stipulated by subparagraphs 3.1.1., 3.2.1., and 3.3.1. of Section 3 of this Agreement, the Lessor shall have the right to demand, and the Lessee shall be obligated to pay, a penalty in the amount of 0.1% of the monthly rent for each calendar day of delay. The penalty shall accrue until the date of full performance of the breached obligation.

5.3. In the event of a failure by the Lessee to fulfill the obligations stipulated by subparagraphs 4.3.23. of Section 4 of this Agreement, the Lessee shall pay a penalty in the amount of 10% of the monthly rent for each calendar day of delay in the deadline specified in subparagraph 4.3.23. of Section 4 of this Agreement. Penalties accrue until the date of full fulfillment of the unfulfilled obligation.

5.4. In addition to the penalties set forth above, the Lessor has the right to apply any or several of the following measures against the Lessee who has violated the terms of the Agreement:

- 1) restriction of access of the Lessee or its employees to the rental property;
- 2) disconnection of utilities;
- 3) prohibition on the import and/or export of goods and materials.

The above measures remain in effect until the violations and their consequences are rectified.

5.5. The Lessee is solely liable for any claims, demands, financial obligations, etc., related to damages to third parties, third-party property, or claims for compensation for moral damages arising from the failure to fulfill or improper fulfillment of its contractual obligations. The Lessee is obligated to indemnify the Lessor from such proceedings and compensate it for any expenses incurred.

5.6. In the event of the Lessee's failure to fulfill or improper fulfillment of its obligations under the Agreement, resulting in monetary liabilities to the Lessor, the Lessor has the right to write off the debt without acceptance using the security deposit. If the Security Deposit is written off (in full or in part), the

Lessee undertakes to replenish the Security Deposit to the established amount within 10 (ten) business days from the date of receipt of notice of its write-off and the need to replenish it.

5.7. In the event of the Lessee's failure to fulfill and/or improper fulfillment of the investment obligations stipulated by Section 2.7 of this Agreement, with the exception of obligations to purchase equipment subject to transfer to the Lessor's balance sheet at the end of the lease term, the cost of the unfulfilled portion of such obligations shall be reimbursed to the Lessor by equal distribution over the remaining term of the Agreement and included in the monthly rent.

5.8. The Parties shall secure the increase in the rent by signing an Additional Agreement within 5 (five) business days from the date of the Lessor's request.

5.9. If the Lessee refuses to sign the Additional Agreement or fails to receive a response within the specified period, the Lessor has the right to unilaterally and extrajudicially terminate this Agreement by giving the Lessee written notice thereof. Upon termination of this Agreement for the reasons provided in this clause, the Lessor shall not reimburse the Lessee for the cost of investments made (or executed) by the Lessee, including the cost of work performed, services rendered, or the cost of permanent improvements to the Lease Property, unless otherwise expressly provided in this Agreement.

6. ANTICORRUPTION REQUIREMENTS

6.1. In fulfilling their obligations under the Agreement, the Parties shall refrain from committing or inciting actions that violate or contribute to the violation of the legislation of the Republic of Kazakhstan, including in the area of combating corruption. They shall not pay, offer to pay, or authorize the payment of any monetary funds or valuables, directly or indirectly, to any persons, in order to influence the actions or decisions of such persons in order to obtain any undue advantage or achieve other illicit goals.

6.2. In fulfilling their obligations under the Agreement, the Parties shall not commit actions classified by the legislation applicable for the purposes of the Agreement as giving/receiving a bribe, commercial bribery, or actions that violate the requirements of applicable legislation and international acts on combating the legalization (laundering) of proceeds from crime.

6.3. If a Party suspects that a corrupt violation of any provisions of this Section of the Agreement has occurred or may occur, the relevant Party undertakes to notify the other Party in writing.

6.4. In the written notification, the Party is obligated to cite facts or provide materials that reliably confirm or provide grounds to believe that a corrupt violation of any provisions of this Section of the Agreement has occurred or may occur by the Party.

6.5. The Party receiving the written notification is obligated to conduct an investigation and submit its results to the other Party, or send the materials to the relevant authorized state body and notify the other Party accordingly.

7. FORCE MAJEURE

7.1. The Parties shall be released from liability for any failure to fulfill their obligations under the Agreement, in whole or in part, if such failure resulted from force majeure.

7.2. Force majeure shall mean circumstances that arise after the conclusion of the Agreement as a result of extraordinary events that could not be foreseen by the Party and are beyond its control. Force majeure circumstances shall include circumstances related to military action, natural disasters, and the adoption of relevant acts by government agencies that prevent the Parties from fulfilling their obligations under the Agreement.

7.3. A Party that is unable to fulfill its obligations under the Agreement due to the circumstances specified in paragraph 7.2 of Section 7 of this Agreement shall notify the other Party of the occurrence of such circumstances in writing within 48 hours, attaching relevant documents confirming the occurrence of such circumstances. These documents must be confirmed and certified by the authorized body of the Republic of Kazakhstan.

7.4. The deadline for fulfilling obligations under the Agreement is extended for the duration of the force majeure circumstances.

7.5. If force majeure circumstances continue for more than one (1) month, each Party has the right to refuse further performance of the Agreement. In such case, the Parties undertake to settle accounts under the Agreement for the actual rental period and for payments made.

8. DISPUTE RESOLUTION PROCEDURE

8.1. All the matters not covered by the Agreement are governed by the laws of the Republic of Kazakhstan.

8.2. All disputes and disagreements arising during the execution, modification, or termination of the Agreement shall be resolved through negotiations.

8.3. If agreement is not reached through negotiations within 1 (one) month, disputes and disagreements shall be resolved through court proceedings at the location of the Lessor, in accordance with the laws of the Republic of Kazakhstan.

9. TERM OF THE AGREEMENT, PROCEDURE FOR ITS AMENDMENT AND TERMINATION

9.1. This Agreement shall enter into force upon signing and shall remain valid until _____, inclusive.

9.2. The terms of the Agreement may be amended and/or supplemented by mutual agreement of the Parties by signing an additional agreement in accordance with the requirements of the legislation of the Republic of Kazakhstan and the Lessor's internal documents.

9.4. The Agreement may be terminated early by mutual consent of the Parties by signing an early termination agreement without penalty.

9.5. The Lessor has the right to unilaterally terminate the Agreement early, without payment of a penalty, with 30 (thirty) calendar days' notice to the Lessee, if the Lessee breaches the following terms of the Agreement:

- 1) the Lessee fails to pay any of the fees stipulated by the Agreement within the established deadlines (in whole or in part) for more than 30 (thirty) calendar days;
- 2) the Lessee's use of the leased property for purposes other than those intended;
- 3) the Lessee's breach of its obligations under the Agreement;
- 4) the breach is not promptly remedied at the request of the Lessor, within the period specified in the Agreement or separately agreed upon in writing with the Lessor;
- 5) the Lessee is declared bankrupt in accordance with the established procedure or a decision is made to liquidate the Lessee;
- 6) the Lessee obstructs the Lessor's inspection or control activities stipulated by the Agreement.

9.6. The Lessor has the right to unilaterally and extrajudicially terminate the Agreement early, without payment of a Penalty, by notifying the Lessee 30 (thirty) calendar days in advance. In such case, the Lessor is obligated to refund the invested funds, taking into account depreciation, based on the documents provided confirming the Lessee's actual expenses.

9.7. Early termination of the Agreement by the Lessee is possible, but the Lessee must notify the Lessor in writing of the intended termination 30 (thirty) calendar days in advance.

9.8. In the event of early termination of the Agreement by the Lessee, the Lessee shall pay the Lessor a penalty equal to two months' rent within five (5) business days from the date of sending the corresponding notice of early termination to the Lessor.

9.9. Early termination of the Agreement, in accordance with paragraphs 9.5 and 9.7 of Section 9 of this Agreement, shall be made without reimbursement to the Lessee for the costs incurred for construction and installation work, installation/dismantling of equipment, structures, transportation, and other expenses.

9.10. The Lessor has the right to terminate the Agreement if the Lessee fails to comply with the terms and conditions set forth in Section 4.3.25 of this Agreement.

9.11. If any provision of the Agreement becomes invalid during its entire term by a court decision or otherwise, this shall not entail the invalidity of the remaining provisions of the Agreement.

9.12. Upon expiration of the Agreement, the Lessee has no preferential right over other persons to enter into a new Lease Agreement for a new term.

9.13. This Agreement is drawn up in Russian, in two legally binding copies, one for each Party.

9.14. If registration of Lease Agreements with authorized bodies is required, this responsibility rests with the Lessee.

10. DETAILS OF THE PARTIES

Lessor:

_____(Name)
_____(Address)
_____(Contact data)
_____(Bank details)
_____(Position)

(Signature, name)

Lessee:

_____(Name)
_____(Address)
_____(Contact data)
_____(Bank details)
_____(Position)

(Signature, name)

Leasehold Property Transfer and Acceptance Certificate

Karaganda _____, 202__

This Lease Transfer and Acceptance Certificate is executed between the **Non-profit Joint-Stock Company Abylkas Saginov Karaganda Technical University**, hereinafter referred to as the "Lessor", represented by _____ (indicate the position and full name of the authorized person), acting on the basis of _____ (indicate the name of the document, number and date if available), on the one part, and **Name of the Lessee**, hereinafter referred to as the "Lessee", represented by _____ (indicate the position and full name of the authorized person), acting on the basis of _____ (indicate the name of the document, number and date if available), on the other part, with respect to the leased property, which is located at the address: _____ (indicate the address).

The undersigned hereby confirm that:

1. The Lessor has transferred, and the Lessee has accepted, the leased property in accordance with the terms of the Agreement. The total area of the leased property is (indicate the area size) sq.m. 1. The leased property complies with the terms of the Agreement and is suitable for the purposes stipulated by the Agreement.

2. Technical condition of the leased property: _____

3. The following equipment was transferred to the Lessee along with the leased property; a description of the equipment and its current condition (if applicable) is provided:

4. The Lessee has no claims or complaints regarding the condition of the leased property and the equipment (if applicable) transferred to it for temporary possession and use for the purposes stipulated by the Agreement.

5. This Leasehold Transfer and Acceptance Certificate is drawn up in 2 (two) original copies, each of which has equal legal force and constitutes an integral part of the Agreement.

Signatures of the Parties:

Lessor

Lessee

Leasehold Property Return Certificate

Karaganda

_____, 202__

This Leasehold Property Return Agreement is drawn up between the **Non-profit Joint-Stock Company Abylkas Saginov Karaganda Technical University**, hereinafter referred to as the "Lessor", represented by _____ (indicate the position and full name of the authorized person), acting on the basis of _____ (indicate the name of the document, number and date if available), on the one hand, and **Name of the Lessee**, hereinafter referred to as the "Lessee", represented by _____ (indicate the position and full name of the authorized person), acting on the basis of _____ (indicate the name of the document, number and date if available), on the other hand, with respect to the leased property located at the address: (indicate the address).

The undersigned hereby confirm that:

1. The Lessee has transferred, and the Lessor has accepted, the leased property in accordance with the terms of the Agreement. The total area of the leased property is (indicate the area size) sq.m. 1. Technical condition of the rental property:

2. The following equipment was returned by the Lessee to the Lessor along with the rental property; the equipment and its current condition are described (where applicable):

3. This Leasehold Property Return Certificate is drawn up in 2 (two) original copies, each of which has equal legal force and constitutes an integral part of the Agreement.

Signatures of the Parties:

Lessees

Lessor

Appendix 9

to the Rules for Transferring Real Estate of
Abylkas Saginov Karaganda Technical
University to Property Lease (rent/subrent)

Potential Bidder's Price Proposal
(a separate price proposal is submitted for each property (lot))

1. Name of potential participant.
2. BIN (IIN - for sole proprietors).
3. Proposed rental price.

Lot No	Location of the property being leased, address	Area available for rent, sq.m.	Intended purpose (type of activity) of use of the object	The monthly rental price offered by a potential participant for an object (lot), in tenge, excluding VAT (in figures)	The monthly rental price offered by a potential participant for an object (lot), in tenge, excluding VAT (in words)

Additional information: _____

(signature)

(position, name)

SEAL (if any)

Appendix 10
to the Rules for Transferring Real
Estate of Abylkas Saginov
Karaganda Technical University to
Property Lease (rent/subrent)

Technical specification

No	Location of the property for rent, address	Area available for rent	Intended purpose (type of activity for using the object)	The base rental rate, per month, in tenge (excluding VAT)	Note
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- Other needed information

(signature)

(position, name)

SEAL (if any)

Information of qualifications

1. Name of the potential Employer: _____
2. Information on the availability of the required material resources for the Facility, with copies attached (if any)

No.	Name of material resources	Number of units available	Owned (attach documents confirming ownership), rented (from whom and attach documents confirming the Lessor's ownership)	Name, date and number of the confirming document

3. Information on the required labor resources required for the facility, with copies of supporting documents attached (if any)

No.	Full name of employees (attach copies of identity documents))	Qualification document (indicate the number and date of issue of the educational diploma and/or certificate)	Specialty	Work experience

4. Information on experience in the services market, with attached copies of acts of services rendered and/or a lease agreement for non-residential premises (filled out if any)

No.	Full name of employees (attach copies of identity documents))	Qualification document (indicate the number and date of issue of the educational diploma and/or certificate)	Specialty	Work experience

Note: Providing copies of supporting documents is mandatory only for the information specified in the Advertisement. If the Advertisement does not specify requirements regarding the possession of the appropriate material and labor resources, copies of supporting documents may not be required.

I confirm the accuracy of all information regarding qualifications.

Appendix 12
to the Rules for Transferring Real Estate of
Abylkas Saginov Karaganda Technical University
to Property Lease (rent/subrent)

REGISTER
for registering tender applications for participation in tenders for providing property for lease

No	Name and address of the property (lot) provided for property lease	Name of potential participant	Date of submission/revocation of the envelope containing the tender application by the potential participant	Time of submission/withdrawal of the tender application envelope by a potential participant	Full name and details of the person who submitted/withdrew the envelope with the potential participant's tender application	Signature of the person who submitted/withdrew the envelope containing the potential participant's tender application	Tender application submitted/withdrawn (select as appropriate)	List of submitted documents	Mark of compliance with the requirements	Signature of the Tender Committee Secretary
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