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| Confidential |
| **Pledge Agreement over a [insert value] participating interest in the charter capital of Tau-Ken Temir LLP and Silicon Mining LLP**  between |
| [insert preferred bidder name]  (Pledgor)  and  National Mining Company Tau-Ken Samruk Joint Stock Company (Pledgee) |

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City of Astana, [*insert date]* 2024

This Property Pledge Agreement (the "**Agreement**") is made by and between:

1. **[insert preferred bidder name]**, represented by [insert title and full name], acting on the basis of [insert document] (the "**Pledgor**"); and
2. **National Mining Company Tau-Ken Samruk Joint Stock Company**, a legal entity established under the laws of the Republic of Kazakhstan, located at the Republic of Kazakhstan, Astana city, Syganak str., building 17/10, BIN 090240000101, represented by [insert title and full name], acting on the basis of [insert document] (the "**Pledgee**"), and

referred to collectively as the "**Parties**", and individually as a "**Party**", or as defined above,

**WHEREAS:**

1. By Resolution No. 908 of the Government of the Republic of Kazakhstan dated December 29 2020, it is intended to transfer Tau-Ken Temir LLP and Silicon Mining LLP to a competitive environment;]
2. On January 31 2024, the Pledgee announced an auction in the form of an open two-stage tender for the sale from 51% to 100% participating interest in the charter capital of Tau-Ken Temir LLP and Silicon Mining LLP, wherein the Pledgor has been selected as preferred bidder (as per minutes No. [*insert number]* of the meeting of the sectoral commission dated [insert date]);
3. On [insert *date]* 2024, Pledgor and Pledgee entered into a sale and purchase agreement in respect of a [insert value] % participating interest in the charter capital of Tau-Ken Temir LLP and Silicon Mining LLP No. [*insert number]* (the "**Sale and Purchase Agreement**");
4. In accordance with the terms and conditions of the Sale and Purchase Agreement, the Pledgee has agreed to grant the right to the Obligor to make payments [in installments or in parts (tranches)]
5. The Pledgor has agreed to grant pledge to the Pledgee on the terms of this Agreement to secure Obligations of the Pledgor (as defined below),

It is agreed as follows:

# Interpretation and definitions

## For the purposes of this Agreement, unless the context requires otherwise, the capitalized terms used throughout this Agreement shall have the following meanings:

"**Civil Code**" shall mean both the Civil Code of the Republic of Kazakhstan (General Part) adopted by the Supreme Council of the Republic of Kazakhstan on 27 December 1994 and the Civil Code of the Republic of Kazakhstan (Special Part) dated 1 July 1999, No. 409-I, as amended;

"**Participating Interest/Property/Pledge item**" shall mean [insert amount] % [insert amount in words] of participating interest in the charter capital of Tau-Ken Temir LLP and Silicon Mining LLP;

"**Pledge**" shall mean the right of pledge over the Pledged Item created in favor of the Pledgee hereunder for the purpose of securing the performance of the Secured Obligations;

"Pledge Value" shall mean the value of the Pledge, which is [insert value] ([insert value in words]) Tenge, as determined by KPMG Tax & Advisory LLP;

"**Certified Copy**' shall mean a copy of the original document, which is: (a) notarized and, if necessary, apostilled or legalized; or (b) if acceptable to the Pledgor, certified by the signature of a director of the Pledgor's executive body as true copy of such document;

"**Company**" shall mean Tau-Ken Temir Limited Liability Partnership, a legal entity established and existing under the laws of the Republic of Kazakhstan, having its business identification number 131240001446 and Silicon Mining Limited Liability Partnership, a legal entity established and existing under the laws of the Republic of Kazakhstan, having its business identification number 081240012710

"**Secured Obligations"** shall mean the obligations of the Pledgor, as described to in Clause 2.3;

"**Event of Default**" shall mean the Pledgor’s failure to pay any tranche of the Purchase Price to the Pledgee under the Sale and Purchase Agreement. An Event of Default shall be "continuing" if it has not been rectified or waived;

"**Change of Control**" shall mean the state re-registration of the Company with the relevant Registering Authority due to the change of its participant from the Pledgee to the Pledgor;

"**Security Period**" shall mean a period commencing from the effective date of this Agreement and ending on a day following the date on which the Pledgor has fully discharged its obligations to pay the Purchase Price, as provided for in the Sale and Purchase Agreement;

"**Purchase Price"** shall mean the total value of the Participation Interest, as contemplated by the Sale and Purchase Agreement;

"**Business Day**"shall mean any day, other than holidays or other days off set by the laws of the Republic of Kazakhstan, on which second-tier banks are open to carry out their normal banking activities in the Republic of Kazakhstan;

"**Registration"** shall mean the registration of the Pledge and any amendment thereto with the relevant registering bodies authorized under the laws of the Republic of Kazakhstan to register any encumbrance over the Pledged Item, including, without limitation, the registration with the Registering Authority;

"**Registering Authority**" shall mean any state body, competent authority, registering body, or other authorized body that is authorized to carry out the Registration in accordance with the current legislation of the Republic of Kazakhstan, including, but not limited to, State-owned Corporation "Government for Citizens" NJSC;

"**KZT/tenge**" shall mean the national currency of the Republic of Kazakhstan.

## In this Agreement:

### a reference to the "**Parties"** shall mean the reference to the parties to this Agreement and, unless provided otherwise, include any reference to their successors or assigns (other than those not envisaged by this Agreement);

### the headings of clauses, annexes or paragraphs shall be ignored when interpreting this Agreement and shall only be used for convenience of reference;

### unless this Agreement provides otherwise, all annexes to this Agreement shall form an integral part hereof, and, accordingly, a reference to the "**Agreement**" shall also include a reference to all annexes hereto, and a reference to an "**annex**' shall mean the annex to this Agreement;

### unless the context requires otherwise, a reference to a "**clause**" shall be the reference to the clause of this Agreement, exclusive of annexes, and a reference to a "**paragraph"** shall be the reference to the paragraph of a respective annex, which contains such reference;

### the expression "**this Clause**" shall refer, unless it is followed by a number of a specific part of the clause, to the entire Clause, in which this expression is used;

### a reference to a "**person"** includes the reference to an individual, legal entity, unincorporated entity or their successors or assigns;

### words expressed in plural form shall include their corresponding meaning in singular form, and vice versa; and

### any provision introduced by the words "**includes"**, "**including"**, "**in particular"**, "**interalia/among other things"**, or other similar expressions shall be construed as illustrative and shall not limit the meaning or sense of the preceding words or provisions.

# Subject of the Agreement

## Under this Agreement, the Pledgor shall irrevocably and unconditionally grant to the Pledgee the right of pledge over the Pledged Item to secure the full and proper performance of the Secured Obligations by the Pledgor and the first priority right, over other creditors, to enforce the Secured Obligations out of the value of the Pledged Item.

## The Secured Obligations shall mean the present or future monetary obligations of the Pledgor as a party to the Sale and Purchase Agreement, owed, payable or assumed by it at any time, whether actual or contingent, and whether assumed solely or jointly, or as a principal debtor or guarantor, or otherwise, to the Pledgee, as a party, under the Sale and Purchase Agreement, including, but not limited to:

### any tranche of the Purchase Price payable under the Sale and Purchase Agreement, secured by pledge of the Property under this Agreement, in the following amounts: first tranche in the amount of [insert amount] payable within [insert term], second tranche in the amount of [insert amount] payable within [insert term] [before [insert term]], third tranche in the amount of [insert amount] payable within [insert term] [before [insert term], [insert other payments],

### any fine, penalty, forfeit, cost, expense, fee, commission, disbursement or similar charge due and payable in connection with the Sale and Purchase Agreement;

### any and all amounts paid by the Pledgee to preserve the Pledged Item or any rights of the Pledgee under this Agreement;

### any loss to be reimbursed to the Pledgee due to the improper performance by the Pledgor of its obligations under the Sale and Purchase Agreement;

### in the event of any action (including legal proceedings) for the recovery or enforcement of any debt, obligations or indebtedness of the Pledgor after the occurrence of an Event of Default, the costs associated with the withdrawal, storage, alienation or foreclosure of the Pledged Item or the exercise by the Pledgee of its rights under this Agreement, together with applicable fees, costs and litigation costs; and

### any other payments due to the Pledgee from the Pledgor under the Sale and Purchase Agreement or this Agreement.

# Possession and use of the pledge item

## As from the date of the Change of Control, the Pledgor shall enjoy the ownership of, and may use, the Pledged Item, subject to the restrictions set in this Agreement. In any case, the Pledgor shall exercise such rights and powers in a manner that, in the opinion of the Pledgee, would not prejudice the Pledgee's rights under this Agreement, the value of the Pledged Item or the Pledgee's ability to foreclose on the Pledged Item, and would not contradict otherwise the terms of this Agreement.

# Obligations of the pledgor

## Unless the Pledgee agrees otherwise in writing, the Pledgor shall:

### promptly ensure the Registration on or before the date of the Change of Control with the relevant Registering Authority at the place of registration of the Pledgor and provide the Pledgee, within two (2) Business Days from the date of the relevant Registration, the original documents evidencing the Registration (including, without limitation, the certificate of registration of the Pledge containing the particulars of the registered Pledge in accordance with the terms and conditions of this Agreement; and/or other documents that, in the reasonable opinion of the Pledgee, evidence such Registration);

### from the date of the Change of Control, retain the title to the Pledged Item and remain the sole legal owner of the Pledged Item until the end of the Security Period;

### during the Security Period and, if applicable, from the date of the Change of Control, without the prior written consent of the Pledgor:

#### create subsequent pledges or encumbrances over the Pledged Item or allow existence of any such pledge, encumbrance and/or trust in relation to the Pledged Item in whole or in any part of the Pledged Item;

#### sell, transfer or dispose of otherwise any or all of the Pledged Item;

#### grant, in favor of another person, any property rights, the right of purchase or other rights in relation to the Pledged Item, other than the rights provided for by this Agreement;

### on and from the date of the Change of Control, notify the Pledgee of possible risks that may adversely affect the Pledgor’s ownership of the Pledged Item and/or reduce the market value of the Pledged Item compared to that determined by this Agreement, within five (5) Business Days upon becoming aware thereof, and avoid any action that may cause damage to, worsen or reduce the Pledge Value, or lead to the loss of, the Pledge;

### on and from the date of the Change of Control, not allow any change in the rights attached to the Pledged Item, and inform the Pledgee of any change in the rights attached to the Pledged Item within two (2) Business Days from the date of becoming aware of any such change, and forthwith provide the Pledgee with such documents or information in its possession regarding the Pledged Item, which the Pledgee may request from time to time (including resolutions of the Pledgor's bodies or its financial statements);

### from the date of the Change of Control, take all possible statutory measures to ensure the preservation of the Pledged Item or avoid imposition of any encumbrance over the Pledged Item by the competent authorities and to protect the Pledged Item from any third party claim, as well as about all circumstances known to the Pledgor that may have a material adverse effect on the safety of the Pledged Item, during the term of this Agreement;

### during the Security Period, notify the Pledgee of any bankruptcy, rehabilitation, accelerated rehabilitation, debt restructuring or similar procedures initiated or planning to be initiated by a third party or threaten against the Pledgor or the Companies, within three (3) Business Days upon Pledgor becoming aware of such initiated or threaten procedure;

### from the date of the Change of Control, promptly sign and transfer to the Pledgee, at the Pledgee’s request, a power of attorney to exercise the rights of the Company's participant in respect of the Participation Interest, and for the exercise of rights by the Pledgee under this Agreement, including the signing of any documents for the alienation of the Participating Interest in favor of the Pledgee or any other person designated by the Pledgee at its sole discretion. Such power of attorney shall be issued to the Pledgee (or persons nominated by the Pledgee) valid for at least one year from the date of issue and may only be used by the Pledgee (or such other persons) if an Event of Default occurs and continues. The Pledgor shall ensure that such power of attorney remains valid, in full force and effect for the purposes of this Agreement, and shall renew such power of attorney at least one month prior to the expiration thereof, or at the request of the Pledgee;

### from the date of the Change of Control, if applicable, pay any tax, registration fee or any other obligatory payment to the budget related to the Pledged Item;

### from the date of the Change of Control, promptly notify the Pledgee of any action initiated by a third party seeking the imposition of seizure, prohibition, encumbrance, mandatory purchase, taking possession or sale of all or a part of the Pledged Item, that have been initiated or threaten, and also of all known claims, complaints or demands in writing in connection with any part of the Pledged Item, and, at its own expense, defend its rights in any legal proceedings (including proceedings for the purpose of seizure, injunction, encumbrance, possession or sale) initiated by a third party in respect of the Pledged Item;

### from the date of the Change of Control, assist the Pledgee, at the Pledgee’s request, in assessing the market value of the Pledged Item at any time, except for weekends and holidays, and provide access to the necessary information or documentation within ten (10) Business Days upon receipt of such request from the Pledgee;

### if the value of the Pledged Item determined by an independent appraiser engaged by the Pledgee is more than 5% (five percent) below the Pledged Value, provide the Pledgee with additional pledge acceptable to the Pledgee (of which the Pledgee shall notify the Pledgor), on the terms and conditions of this Agreement, by signing an additional agreement to this Agreement. The Parties agree that such additional pledge shall also be pledged as security for performance of the Secured Obligations;

### to the extent applicable, from the date of the Change of Control, obtain, comply with, promptly update and maintain all permits, licenses or approvals in relation to the Pledged Item obtained from any government authority or agency, or court, if any, and also submit all necessary documents, reports, pay registration or similar fees, carry out registration or other necessary actions that may be required under the laws of the Republic of Kazakhstan for the performance of its obligations under this Agreement and/or ensure the legality, validity and enforceability of this Agreement;

### register any and all amendments and additions to this Agreement, as and in a manner required by the applicable laws, with the Registering Authority within five (5) Business Days from the date of receipt by the Pledgor of an agreement on amendment of this Agreement signed by the Pledgee, and transfer the originals of supporting documents to the Pledgee in a manner and within the time limits provided for in Clause 4.1(a) above; and

### perform other obligations under this Agreement;

## The Pledgor shall not take, and shall not allow, any action that may cause harm to the Pledged Item.

## In each of the cases listed in Clause 4.1, the Pledgor shall, upon becoming aware of the occurrence of such event, take such measures and perform such actions in relation to the relevant event, which may reasonably be required to protect the interests of the Pledgor or the Pledgee under such circumstances.

## Unless this Agreement states otherwise, the documents provided by the Pledgor to the Pledgee under this Agreement shall be in the form of a Certified Copy or, with the prior written consent of the Pledgee, in any other form.

# Obligations of the pledgee

## During the Security Period, unless the Pledgor agrees otherwise in writing, the Pledgee shall:

### when necessary, assist the Pledgor in registering this Agreement with the relevant Registering Authority in accordance with the laws of the Republic of Kazakhstan;

### within fifteen (15) Business Days upon the end of the Security Period:

#### enter into an appropriate additional agreement to this Agreement concerning the termination of pledge in a form and content agreed upon by the Parties;

#### assist the Pledgor in removing the encumbrance (pledge) under this Agreement from the released Pledged Item;

### within fifteen (15) Business Days from the date of receipt of a written request from the Pledgor, provide the Pledgor with a written consent or a reasoned written refusal to give consent to any of the actions described in Clause 4.1(c).

# Rights of the pledgee

## from the date of the Change of Control, the Pledgee shall have the right to:

### inspect the Pledged Item for availability or safety at any time;

### request the Pledgor to promptly take any and all measures that the Pledgee may reasonably deem necessary or desirable to protect the Pledged Item;

### take any and all measures it deems necessary to preserve or protect otherwise the Pledged Item, if it reasonably believes that the Pledgee fails to do so, including, without limitation, the payment of any tax due and payable in respect of the Pledged Item, and the Pledgor shall reimburse the Pledgee any and all costs and expenses incurred by the Pledgee in taking such actions;

### require additional pledge in accordance with Clause 4.1.(k) if the value of the Pledged Item determined by an independent appraiser engaged by the Pledgee is more than 5% (five percent) below the Pledged Value, provide the Pledgee with additional pledge acceptable to the Pledgee (of which the Pledgee shall notify the Pledgor) on the terms and conditions of this Agreement by signing an additional agreement to this Agreement. The Parties agree that such additional pledge shall also be pledged as security for performance of the Secured Obligations;

### designate any person of its choice as its representative for the exercise of its rights set forth in Clause 7.

# Foreclosure

## The Pledgee shall have the right to foreclose on all or part of the Pledged Item by selling such Pledged Item, including in a forced non-judicial proceeding through a bid (auction) in accordance with the laws of the Republic of Kazakhstan, or, at its sole discretion, in a judicial proceeding, in case of non-performance or improper performance by the Pledgor of any of the Secured Obligations for which it is responsible.

## If permitted by the applicable law, the Pledgee shall use all funds collected as a result of the foreclosure on the Pledged Item, in the following order of priority:

### **first**, for or against the payment of costs and expenses incurred by the Pledgee in connection with the foreclosure (including, without limitation, the attorney’s fees);

### **second**, for or against the repayment of the Secured Obligations; and

### **third**, for the refund of the excess amount to the Pledgor or other person entitled thereto.

## If the proceeds received by the Pledgee as a result of the foreclosure on the Pledged Item are insufficient to pay all amounts, which the Pledgee is legally entitled to, the Pledgee shall have the right to receive the missing amount from any other property of the Pledgor in a manner prescribed by the applicable law.

## For the purposes of Clause 7.1 hereof, the Pledgor hereby agrees to the foreclosure of the Pledged Item in a judicial or non-judicial proceeding (exclusively as the Pledgee elects), if it fails to perform or improperly performs any of the Secured Obligations.

## The Pledgor shall assist the Pledgee in foreclosing or selling the Pledged Item and, at the request of the Pledgor, promptly provide all duly executed documents required for such purpose, including, but not limited to, a power of attorney in the name of the Pledgee or its representatives, for the purposes of the Registration (removal of encumbrance from a part or all of the Pledged Item).

# Termination of Pledge

## The Pledge under this Agreement and this Agreement in respect of the Pledged Item shall terminate from the moment of discharge of the Secured Obligations by the Pledgor in full and entering in additional agreement to this Agreement on termination of the pledge in accordance with part (i) of sub item (b) of item 5.1. of this Agreement.

## The Pledgor shall have the right to discharge the Secured Obligations prematurely. In such case, the Pledgee shall, if required, within thirty (30) Business Days upon discharge of the Secured Obligations (including the early discharge), take such actions or provide such documents to the Pledgor as may be required to remove the encumbrance (pledge) from the Pledged Item in the relevant Registering Authority.

## Upon termination of the Pledge under this Clause 8, the Pledgee shall, at the request and expense of the Pledgor, sign and submit to the Pledgor the appropriate documents confirming the discharge of the Secured Obligations and the termination of the Pledge.

## Within ten (10) Business Days upon full discharge of all Secured Obligations by the Pledgor to the satisfaction of the Pledgee, the Pledgor shall, at its own expense, take all actions required to deregister the Pledge.

# Liability of the Parties

## If the Pledgor is in breach of its obligations under Clause 4.1(a) hereof for more than ten (10) Business Days, the Pledgor shall pay a penalty of zero point one percent (0.1%) of the value of that part of the Pledged Item per each day of breach, in respect of which the Pledge should have been registered under Clause 4.1(a) hereof, but not more than three per cent. (3%) of the Pledge Value.

## If the Pledgor is in breach of its obligations under Clause 4.1(b) or 4.1(c) hereof, the Pledgor shall pay a penalty of three per cent. (3%) of the Pledge Value of the Pledged Item per each breach.

## The payment of a penalty and/or fines under this Agreement shall not relieve the Parties from the performance of their obligations under this Agreement, or from the performance of any other action required under this Agreement in connection with the breach.

# Representations and Warranties

## The Pledgor represents and warrants that:

### as at the date of the Change of Control, the Pledged Item has not been sold or pledged (except for the right of pledge in favor of the Pledgee), is not the subject of a dispute or any third party right;

### as at the date of the Change of Control, the Pledgor is a person duly authorized to dispose of the Pledged Item;

### all consents and resolutions of the Pledgor's bodies required for the execution of this Agreement have been obtained and become effective;

### all factual information provided by the Pledgor to the Pledgee is true and correct in all material respects as at the date of provision thereof;

### no information has been withheld, as a result of which the provided information may become untrue or misleading for the Pledgee in any material respect.

## All warranties and representations of the Pledgor constitute the material terms of this Agreement.

## The Pledgor acknowledges that the Pledgee enters into this Agreement relying upon the warranties and representations provided by the Pledgor in this Agreement.

## The Pledgee represents and warrants that:

### It is a person duly incorporated under the laws of the Republic of Kazakhstan;

### all consents and resolutions of the Pledgee's bodies required for the execution of this Agreement have been obtained and become effective.

## The Parties provide their representations and warranties under this Clause 10 (except for the representations and warranties referred to in Clauses 10.1(a) and 10.1(b) as of the date of this Agreement and the date of the Change of Control. The representations and warranties referred to in Clauses 10.1(a) and 10.1(b) shall be provided on the date of the Change of Control.

# Force majeure circumstances (force majeure)

## If a Party is prevented from the performance of its obligations under this Agreement due to force majeure circumstances, it shall notify the other Party thereof within five (5) calendar days from the moment of occurrence of such circumstances. In such case, the period of performance of the obligations under this Agreement shall be postponed pro rata to the period during which such circumstances subsist.

## The fact of occurrence of force majeure circumstances shall be supported by a document issued by the authorized bodies and/or organizations within fifteen (15) Business Days from the date of occurrence of such circumstances. A Party invoking force majeure shall provide such supporting document to the other Party within five (5) Business Days from the date of issuance thereof by the authorized organization and/or body. If not, the force majeure circumstances shall not deem to occur.

## Force majeure circumstances shall include, but not limited to, earthquakes, floods, hurricanes, fires or other natural disasters, technological disasters, hostilities or other events beyond the reasonable control of the Parties, provided that such circumstances are beyond the control of the Parties and prevent the performance by the Parties of their obligations under this Agreement.

## In no event shall force majeure circumstances include the circumstances caused by intentional and/or guilty actions and/or inaction of the Parties, their employees and/or affiliates.

## If force majeure circumstances prevent the performance of obligations within two (2) consecutive months, the Parties shall enter into negotiations to agree the amendment and/or modification of the terms of this Agreement or the termination of this Agreement by mutual agreement of the Parties.

# Miscellaneous

## Governing Law and Dispute Resolution

This Agreement shall be governed by, and construed in accordance with, the laws of the Republic of Kazakhstan. Any dispute, controversy or claim that may arise out of, or in connection with, this Agreement, including in relation to its execution, breach, termination or invalidation, shall be resolved judicially in the Specialized Interdistrict Economic Court of Astana.

## Costs

The costs of the execution, perfection and registration of this Agreement (including any amendment and additions hereto), as well as the registration of termination of pledge in relation to the Pledged Item, shall be borne by the Pledgor.

## Amendments and additions

No part of this Agreement may be altered, amended or modified except when such amendments are made in writing, signed by the Parties of this Agreement.

## Assignment

Neither Party shall have the right to assign its rights or obligations under this Agreement, either in full or in part, to any third party without the prior written consent of the other Party.

## Severability

Whenever possible, each of the provisions of this Agreement shall be applied and construed such that to remain in force in accordance with the applicable laws of the Republic of Kazakhstan, however, if any of the provisions of this Agreement is appeared to be unenforceable or invalid under the applicable laws of the Republic of Kazakhstan, such provision shall only cease to be effective to the extent that it is not applicable or is invalid, and the remaining provisions of this Agreement shall also remain in full force and effect.

## Originals and Language

This Agreement is made and signed in four (4) originals in the state and Russian languages, one original for each of the Parties and two (2) originals for the Registering Authority in order to register the Pledged Item, each of which shall be deemed to be an original document, and all they together shall be one and the same legal document. In case of any discrepancy between the version of this Agreement in the state language and the Russian version of this Agreement, the Russian version shall prevail.

## Notices

### Any communication to be given under this Agreement shall be made in writing and, unless specified otherwise, may be sent by e-mail or letter by courier to the addresses specified in item 12.7(c).

### The addresses and emails of each Party for any communication or document to be sent or made under, or in connection with, this Agreement shall be as specified below under the names of the Parties, or any other alternate address or email, of which a Party is notified by the other Party at least three (3) Business Days in advance.

### Addresses referred to in Clause 12.7(b):

**Pledgor**: [●]

Address: [●]

Attention: [●]

Email: [●]

**Pledgee**: National Mining Company Tau-Ken Samruk Joint Stock Company

Address: [●]

Attention: [●]

Email: [●]

### Any communication or document to be delivered or sent by one person to another under or in connection with this Agreement shall be effective:

#### in the case of transmission by e-mail, after transmission; or

#### in the case of sending a letter, at the time of delivery at the corresponding address,

### and, where a certain department or officer is included in the details of the address provided in Clause 12.7(c), if marked for the attention of such department or officer.

### Any notices provided under or in connection with this Clause 12.7 shall be in Russian.

## Anti-corruption

### The Pledgee shall inform the Pledgor about the principles and requirements of the Pledgee's Anti-Corruption Policy (the “**Policy**”). By entering into this Agreement, the Pledgor acknowledges the Policy. When performing their obligations under this Agreement, the Parties shall comply, and ensure that their employees comply, with the requirements of the anti-corruption legislation of the Republic of Kazakhstan, and not commit any corruption offense, as provided for by international acts applicable for the purposes of this Agreement and legislative acts of foreign states on combating corruption.

### For the purposes of this Agreement, corruption offenses shall include intentional acts committed when giving or receiving bribes, commercial bribery or other illegal use by an employee of any of the Parties of his/her official position contrary to the legitimate interests of the Parties in order to obtain benefits in the form of money, valuables, gifts or other property or services of proprietary, physical or moral nature, obtaining other property rights for himself/herself or for a third party, or illegal provision of such benefit to such person by any other individual, or obtaining other material benefits or advantages, in accordance with the anti-corruption legislation of the Republic of Kazakhstan or of the country of residence and/or business of the Party (the “**Corruption Offences**”).

### If a Party reasonably suspects that a Corruption Offense has occurred or may occur (upon receipt of information about the initiation of a criminal case against any of the employees of the other Party in connection with the corruption offense or other reliable information about a Corruption Offense), such Party shall notify the other Party thereof in writing, specifying the relevant facts (hereinafter referred to as the “**Notice**”) and shall have the right not to perform its obligations under this Agreement until a confirmation is received from the other Party that no Corruption Offense has occurred or may occur. Such confirmation shall be provided by the other Party within ten (10) calendar days from the date of receipt of the Notice.

### Upon receipt of the reliable information about the Corruption Offense and subject to the provisions of this Article, the Pledgee shall have the right to unilaterally repudiate this Agreement in whole or in part by sending a respective written notice to the Pledgor.

### If the Pledgor suspects that any breach of any provision of this Agreement has occurred or may occur, the Pledgor shall forthwith notify the Pledgee thereof in any convenient way, including through the hot line, the particulars of which are posted on the Pledgee's corporate website.

## Term of this Agreement

This Agreement shall become effective from the date of its signing by the Parties and shall remain valid until the full and proper discharge by the Pledgor of the Secured Obligations.

# Signatures and details of the parties

|  |  |
| --- | --- |
| **Pledgee:** **National Mining Company**  **Tau-Ken Samruk** **Joint Stock Company** |  |
| The Republic of Kazakhstan,  Astana, Syganak str., building 17/10  Account in KZT: Z946010111000229503  Account in USD: KZ046018821000996551  with Halyk Bank of Kazakhstan JSC  BIC: HSBKKZKX |  |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **[Full name]**  **[Title]** |  |
|  |  |
|  |  |
| **Pledgor:** [insert name] |  |
| Republic of Kazakhstan, [insert address]  BIN: [insert BIN]  IIC: [insert IIC]  BIC: [insert BIC] |  |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **[Full name]**  **[Title]** |  |
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