

**SERVICE CONTRACT
ON THE ORGANIZATION OF PARTICIPATION IN THE
INTERNATIONAL FORUM «KAZAKHSTAN'S PATH TO THE SPACE:
REALITIES AND PROSPECTS - 2017»**

Astana city

№

«__» _____ 2017 year

on a public offer basis in accordance to the Article 395 of Civil Code of the Republic of Kazakhstan

Joint Stock Company «National Company «Kazakhstan Gharysh Sapary», hereinafter referred to as «Host of Forum», on behalf of Aimbetov Aidyn Akanovich, Vice-President on space technologies, acting in accordance with the Power of Attorney № 15 as of February 15, 2017, on the one hand and hereinafter referred to as «Participant», acting on its own behalf, Charter or Power of Attorney dated «__» _____ 201__ year № _____ (strike out whichever), one the other hand, signed this Contract of the following:

1. DEFINITION

1.1. The following terms and abbreviations have the following meaning in the Contract:

Host of Forum - Joint Stock Company «National Company «Kazakhstan Gharysh Sapary»», the Company offering a public offer;

Standard form contract offer (public offer) – this document specifying the conditions of Offer and posted on the Internet at (<http://gharysh.kz>);

Participant – an individual or legal entity wishing to conclude this Contract on the conditions specified therein;

Forum – International Forum «Kazakhstan's Path to the Space: Realities and Prospects - 2017».

2. SUBJECT OF THE CONTRACT

2.1. The Host of Forum assumes the obligation to organize the International Forum «Kazakhstan's way into space: realities and prospectives -2017» (*hereinafter - Forum*), to take a part of Participant therein and provision of appropriate services (*hereinafter - Services*), and the Participant undertakes to fill out the registration form on the website of the Host of Forum and pay the registration fee by transferring funds to the bank account of Host of Forum in accordance with Appendix 1 to this Contract, which is an integral part of this Contract.

3. PROCEDURE FOR THE CONCLUSION OF CONTRACTS

3.1. The publication (placement) of the text of this Contract on the official website of the Host of Forum at the address: <http://gharysh.kz> is a public offer (offer) of the Host of Forum, addressed to public at large, to conclude this Contract (*clause 5 of Article 395 of the Civil Code of the Republic of Kazakhstan*).

3.2. This Contract is a public contract (*Article 387 of the Civil Code of the Republic of Kazakhstan*), according to which the Host of Forum assumes the obligation to provide the Services with respect to public at large who have applied for the Services.

3.3. This Contract is also a contract of accession. Its conclusion is made by the Participant accepting the terms of this Contract in the procedure provided for in Article 389 of the Civil Code of the Republic of Kazakhstan, i.e. by acceding to the present Contract as a whole without any conditions, exceptions and warranties.

3.4. The fact of acceptance (acceptance) by the Participant of the terms of this Contract is the filling in the official website of the Host of Forum (<http://gharysh.kz>) of the relevant registration form for participation in the Forum and payment of the registration fee in the procedure and terms provided for in this Contract.

3.5. The Contract is valid from the date of receipt of the Participant's registration fee to the bank account of Host of Forum and until the completion of all obligations accepted by the Parties.

3.6. In accordance with clause 2 of the Article 394 of the Civil Code of the Republic of Kazakhstan, this Contract shall be deemed to be concluded in written form after the Participant has completed the registration form on the website of the Host of Forum: <http://gharysh.kz> and the place of conclusion and execution of this Contract is the Republic of Kazakhstan, Astana city.

4. SERVICE RENDERING PROCEDURE

4.1. The Forum Program (schedule and place of the Forum, list, sequence and time limit on speeches of the Participants and etc.) and other conditions that determine the procedure for rendering the Services are published by the Host of Forum on the website of the Host of Forum: <http://gharysh.kz>.

4.2. The Host of Forum has a right to engage the third parties to fulfill its obligations under this Contract, as well as to use the services/works of the third parties that provide the opportunity to render the Services provided for in this Contract.

2.2. Service period:

2.2.1. Begin: «19» October, 2017;

2.2.2. End: «20» October, 2017.

5. RIGHTS AND OBLIGATIONS OF THE PARTIES

5.1. In accordance with this Contract the Participant is entitled to refuse the participation in the prepaid Forum and receive a partial refund of the registration fee.

5.2. The Host of Forum undertakes:

5.2.1. Properly render the Service provided for in this Contract.

5.2.2. Timely inform about the changes that arise during the provision of the Service: time, location, by publishing information on the website of the Host of Forum: <http://gharysh.kz>.

5.2.3. Keep personal information confidential of Forum Participants.

5.3. The Host of Forum is entitled to withdraw the Offer at any time which is not a ground for refusing the obligations under the already concluded Contracts with the Participants, and also at any time to change the terms of the Contract unilaterally while ensuring the publication of the changed terms on the website of the Host of Forum at: <http://gharysh.kz>, not less than five (5) working days before the changes come into force.

5.4. The Participant undertakes to:

5.4.1. Fill the registration form for participation in the Forum on the website of the Host of Forum at: <http://gharysh.kz> and take a part in the Forum in accordance with the terms of this public offer;

5.4.2. Pay the registration fee by transferring funds to the bank account of the Host of Forum in accordance with Appendix 1 to this Contract, which is an integral part of this Contract;

5.4.2. Keep personal information confidential of other Forum participants on any issues that became known to him during the Forum;

5.4.3. In a timely manner, check correspondence sent to the e-mail address that specified in the registration form by the Participant.

6. AMOUNT OF REGISTRATION FEE AND PAYMENT PROCEDURE OF REGISTRATION FEE

6.1. The amount of the registration fee is specified in Appendix 1 to this Contract, which is an integral part of this Contract.

6.2. The Host of Forum provides Services to the Participant on the terms of 100% advance payment by the Participant for the registration fee.

6.3. Payment of the registration fee is made by the Participant no later than five (5) calendar days before the date of the Forum.

6.4. Payment by the Participant for the registration fee is carried out by means of a non-cash bank or postal transfer of funds to the bank account of the Host of Forum in accordance with the details specified in this Contract.

There should be indicated on the organization and conduct of the Participant's participation in the International Forum "Kazakhstan's Path to the Space: Realities and Prospects -2017" in the section "Purpose of payment" of the payment document.

Payment obligation for services of the Host of Forum under the Contract shall be deemed to be performed by the Participant from the moment of crediting of the registration fee to the bank account of the Host of Forum.

6.5. All costs associated with crediting the registration fee under this Contract to the bank account of the Host of Forum are the responsibilities of the Participant.

6.6. The acceptance certificate of the rendered services and the invoice are deemed to be signed by the Parties, if within five (5) calendar days after the end of

the term of the services the Participant has not provided written claims to the Host of Forum.

7. SPECIFIC CONDITIONS

7.1. If the Participant violates the Forum rules (*delay, partial attendance, provided by the forum program*) The service is deemed to be rendered properly (*on time and with proper quality*), the registration fee is not refundable, and the acceptance certificate is recognized by the Parties as signed.

7.2. If the Participant notified the Host of Forum about the refusal to participate in the prepaid forum, on the day of its beginning, or did not notify at all, the Service is deemed to be rendered properly (on time and with proper quality), the registration fee is not refundable, and the certificate of acceptance of services shall be recognized by the Parties as signed.

7.3. If the Participant notifies the Host of Forum of the impossibility of his participation in the prepaid forum more than a day before the start of the Forum, 70% of the paid registration fee is returned to the Participant, with a deduction of 30% of the amount for the services for organizing the scheduled forum.

7.4. In the event the Service was not rendered due to the fault of the Host of Forum, except for force majeure circumstances, the Participant is refunded 100% of the paid registration fee within sixty (60) days from the date when the Host of Forum became aware of the impossibility of holding the Forum.

8. CIRCUMSTANCES OF INSUPERABLE FORCE

8.1. The Parties are released from liability for failure to perform partial or complete of their obligations under this Contract if this was a consequence of force majeure circumstances arising after the conclusion of this Contract as a result of extraordinary events that the Parties could neither foresee nor prevent by reasonable Measures.

8.2. The circumstances of force majeure include: acts of the President and the Government, orders (orders) of state bodies and officials, laws and other normative acts of the competent bodies adopted after the acceptance of this Contract and making it impossible to fulfill the obligations established by this Contract, as well as the actions of central and /or local government bodies that impede the implementation of the terms of this Contract.

8.3. In the event of force majeure circumstances that impede the fulfillment of obligations under this Contract, the deadline for the fulfillment of such obligations by the Parties shall be postponed proportionally to the time of such circumstances, as well as the time required to eliminate their consequences, but not more than three months.

8.4. In the event that the circumstances of force majeure continue to operate more than the period specified in clause 7.3. of this Contract,, or when, upon their occurrence, it becomes evident to both Parties that the circumstances will be in effect

beyond this period, the Parties undertake to discuss the possibilities of alternative ways of implementing this Contract, or its termination.

9. SETTLEMENT OF DISPUTES

9.1. All disputes arising between the Parties in connection with the performance of obligations under this Contract, settled through the negotiations.

9.2. All issues arising from or relating to this Contract, which the Parties can not resolve through negotiations, are referred to the Specialized Inter-District Economic Court of Astana.

10. OTHER CONDITIONS

10.3. Amendments and additions to this Contract shall be made by agreement of the Parties and executed in the form of a Rider to this Contract.

10.4. This Contract is concluded in Russian and English in the event of a discrepancy between versions with different languages or inconsistency of the translation of the Contract into another language, the text of the Treaty in Russian will prevail.

10.5. In all that is not regulated by this Contract, the Parties are guided by the legislation of the Republic of Kazakhstan.

11. ADDRESSES, BANK DETAILS AND SIGNATURES OF THE PARTIES

Host:

Joint-stock company «National company «Kazakhstan Gharysh Sapary»

010000, Astana, Yessil district,

Turan avenue 89,

BIN 070 440 000 412

IIC KZ 549 261 501 137 785 004

JSC "Kazkommertsbank"

BIC KZKOKZKX

«Kazkommertsbank», Almaty

Kazakhstan

ИИК KZ709261501137785007 (Euro)

SWIFT: KZKOKZKX

Commerzbank AG, Frankfurt, Germany

COBA DE FF

«Kazkommertsbank», Almaty

Kazakhstan

IBAN KZ979261501137785006 (USA

dollars)

SWIFT: KZKOKZKX

Intermediary bank:

Participant:

Bank of New York, New York, NY,
USA
IRVT US 3N
890-0223-057

**Vice-president
on space technologies**

_____ **A. Aimbetov**
S.P.

Annex 1
to the Contract

Contract for the provision of services in organization of participation in international forum «Kazakhstan's Path to the Space: Realities and Prospects -2017» dated « ____ » _____ 2017 year No. _____

**Registration fee for participation in the International Forum
«Kazakhstan's way into space: realities and perspectives – 2017»**

Status	In the case of payment until 20.09.2017 г.	In the case of payment after 20.09.2017 г.	Possibilities
Participation in the Forum	25 000 tenge	32 000 tenge	The participation of 1 company representative in all Forum events, a participant's package, coffee breaks and Lunches
Participation in the Forum with a report	35 000 tenge	42 000 tenge	The participation of 1 company representative in all Forum events, a report (15 min), participant's package, coffee breaks and Lunches