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"Approved."
By the decision of the sole participant
AG Arbitration Court" LLP
dated August 17, 2022

REGLAMENT
of the International Arbitration Court "AG Arbitration Court

Section I. GENERAL PROVISIONS
Article 1: Competence

1. The International Arbitration Court "AG Arbitration Court" (hereinafter - the AGAC). is an independent, permanent arbitration court, carrying out its activities in accordance with the Law of the Republic of Kazakhstan dated April 08, 2016 "On Arbitration" (the Arbitration Law), other legislative acts of the Republic of Kazakhstan and the applicable international treaties.

2. Disputes arising from civil legal relations between individuals (including individual entrepreneurs) and (or) legal entities, irrespective of their place of residence or location inside or outside the Republic of Kazakhstan, may be referred to the AGAC by agreement of the parties.

3. The AGAC shall consider disputes in the presence of a written arbitration agreement. The arbitration agreement shall be deemed concluded in writing if it is contained in the form of arbitration clause in the document signed by the parties, or concluded by exchange of letters, telegrams, telegrams, faxes, electronic documents or other documents specifying the subjects and content of their will expression.

This agreement shall be recognized as having legal force irrespective of the validity of the contract of which it forms a part. The parties' agreement to submit the dispute to the AGAC for consideration (resolution) shall mean that the parties agree with these Rules with all additions and amendments in force at the time of filing the statement of claim prior to the commencement of the arbitration proceedings. 4.

4. 4. The agreement on referring the dispute to the AGAC shall also be deemed concluded in writing if the claimant has filed the statement of claim with the AGAC and the respondent has submitted the statement of claim, which does not contain its objection to consideration of the dispute by the AGAC.

5. The Arbitration Tribunal independently decides whether or not it has authority (jurisdiction) to hear the dispute referred to it, including in cases where one of the parties objects to the arbitration proceeding on the grounds of invalidity of the arbitration agreement.

6. If the Arbitral Tribunal, when considering its jurisdiction, determines that the Arbitral Tribunal has no authority to consider the dispute, the Arbitral Tribunal may not consider the dispute on its merits.

Article 2: Waiver of the right to invoke these Regulations

Any party who knows that any provision or requirement of these Rules has not been complied with and yet proceeds with the arbitration without immediately stating his objection to such non-compliance shall be deemed to have waived his right to object.

Section II. ORGANIZATION AND OPERATION

Article 3: Arbitrators

1. Arbitrators shall be elected or appointed in accordance with these Rules from among persons having the necessary expertise in dispute resolution within the competence of the AGAC. In the performance of their functions, Arbitrators are impartial and independent. They are not representatives of the parties.

2. An arbitrator shall be a natural person directly or indirectly interested in the outcome of the case, independent of the parties, who has agreed to act as an arbitrator, has reached the age of thirty years, has higher education and at least five years of professional work experience.

3. An arbitrator resolving a dispute individually shall have a higher legal education. Where a dispute is resolved by a collegium of arbitrators, the chairperson of the arbitral tribunal shall have a higher legal education. By agreement of the parties, a citizen of the Republic of Kazakhstan, a foreigner or a stateless person may be elected as an arbitrator.

4. A person may not be an arbitrator:

1) elected or appointed by a judge in the manner prescribed by the law of the Republic of Kazakhstan;

2) recognized by court as legally incapable or partially capable in the manner prescribed by law of the Republic of Kazakhstan

3) Who has an unexpunged or outstanding conviction or a person charged with a criminal offense

4) A civil servant, deputy of Parliament of the Republic of Kazakhstan, deputy of a maslikhat carrying out his activity on a permanent or exempted basis and paid from the state budget or a serviceman.

5. A person, taking the functions of Arbitrator fills in and signs the Statement of Acceptance of Functions of Arbitration and Independence of Parties, the form of which is approved by the AGAC, and also must inform the AGAC in writing about any circumstances, which can cause reasonable doubts concerning his/her impartiality or independence in connection with a dispute, in settlement of which his/her participation is supposed. The arbitrator must promptly notify the AGAC of any such circumstance if it becomes known to him subsequently during the course of the arbitration.

6. The AGAC shall approve a list of arbitrators for a period of five years specifying the arbitrator's name, surname and patronymic (if any), education, profession or specialization, academic degree and rank (if any), work experience, specifying the place of work, position and period of work, knowledge of foreign languages, as well as the number of cases examined.

If a new list of arbitrators is not approved after the specified term, the previously approved list of arbitrators shall remain in force until a new list of arbitrators is approved.

The list of Arbitrators is posted on the AGAC website (www.ag-arbitration.kz).

7. The functions of arbitrators can also be performed by persons not included in the list of arbitrators, unless otherwise stipulated by these Rules.

Article 4: Chairman and Alternate AGAC

1. The AGAC Chairman is appointed by the founder of "AG Arbitration Court" LLP, the Deputy Chairman is appointed by the AGAC Chairman. The Chairman and Deputy Chairman of the AGAC can be persons who are not employees of the AGAC.

2. The AGAC Chairman represents the AGAC in its domestic and foreign relations.

3. The AGAC Chairperson shall perform the functions provided for in these Rules of Procedure.

4. The functions of the Vice-Chairman shall be determined by the AGAC Chairman. In the absence of the AGAC Chairperson, the Deputy Chairperson shall perform his/her functions.

Article 5: Location of AGAC and location of hearings

1. The AGAC Location and Hearing Venue shall be: the Republic of Kazakhstan, Shymkent city.

2. Parties may coordinate holding of hearings in other place on the territory of the Republic of Kazakhstan and beyond its borders. In such case, all additional expenses incurred in connection with holding the hearing outside the city of Shymkent shall be borne by the disputing parties. The AGAC may request the parties to provide an appropriate guarantee of reimbursement of these expenses in advance.

Article 6: Confidentiality

The Chairman, Vice-Chairman, Arbitrators, staff of the AGAC Secretariat and other participants of the arbitration discussion are obliged not to disclose the information about disputes, settled by AGAC, which have become known to them, without consent of the parties or their legal successors.

Article 7: Procedure of Submission of Documents

1. All documents related to commencement and conduct of arbitration proceedings must be submitted by parties to the AGAC.

2. The documents referred to in paragraph 1 of this Article, with the exception of written evidence, shall be submitted in the language of the contract or in the language in which the parties have been communicating with each other, or in Russian. The AGAC at its own discretion or at the request of one of the parties may require the other party to translate into Kazakh or Russian the documents submitted by it or provide such translation at its expense.

Article 8: Language of the case hearing

The language of the hearing shall be Kazakh or Russian, depending on the language of the statement of claim or the language of the contract or the language of the arbitration agreement. With the consent of the parties, the AGAC may also conduct the hearing in another language. If a party is not proficient in the language in which the hearing is conducted, the AGAC shall, at the party's request and at its expense, provide it with the services of an interpreter.

Article 9: Duration of Proceedings

The AGAC shall endeavor to have the arbitration completed within a period not exceeding thirty days from the date of appointment or appointment of a sole arbitrator, if possible. In exceptional cases this term may be extended by the decision of the AGAC Chairman.

Article 10. Sending and Serving the Documents

1. Copies of all documents, materials and information, submitted to the AGAC by one party, must be delivered by that party to the other party within 7 calendar days from the date of their sending to the AGAC.

2. Documents shall be sent to the addresses specified by the parties in the contract. The parties shall promptly notify AGAC of any changes in the addresses previously provided.

3 AGAC independently sends summonses, arbitral awards, determinations by registered mail with notification of receipt or in any other way, which provides registration of the attempt of delivery of the relevant item.

4. Other documents shall be provided by AGAC at the request of the parties. Such documents may be sent by registered or regular mail, or by telephone or telegram, or by text message to a cellular telephone number or e-mail address specified by the parties.

5. Any of the above documents may equally be delivered or delivered in person against receipt.

6. Unless otherwise agreed by the parties:

(1) any written communication shall be deemed received if it is delivered to the addressee personally, at his permanent residence or mailing address, when such cannot be ascertained by reasonable inquiry, a written communication shall be deemed received if it is sent to his last known location by registered mail with notice of receipt, by telegram or telegram, by text message to a cellular subscriber number or electronic address, or by other means of communication providing a fix

2) a written communication shall be deemed to have been received on the day of such delivery or attempted delivery.

Article 11. Calculation of time limits

For the purpose of calculating a time limit under these Rules, the time limit shall begin to run on the day following the day when a notice, notification, communication or proposal is received.

If the last day of such period is an official holiday or a non-business day at the residence or place of business of the addressee, the period is extended until the first business day which follows. Official holidays or non-business days occurring during the period are not excluded in calculating it.

Article 12. Applicable Law

1. the AGAC shall resolve the dispute in accordance with the law which the parties have chosen to apply in resolving the dispute. Any reference to a state's law or system of law shall be construed as making direct reference to the substantive law of that state and not to its conflict of laws rules.

2. In the absence of agreement of the parties on the applicable law, the arbitral tribunal shall determine the applicable law in accordance with the laws of the Republic of Kazakhstan.

3. In the absence of rules of law governing a particular relationship, the arbitral tribunal shall decide in accordance with the customs of business turnover applicable to the transaction.

4. In cases where the relations specified in paragraphs 2 and 3 of this article are not directly regulated, the rules of law governing similar relations shall apply to such relations, and in the absence of such rules, the dispute shall be resolved on the basis of the general principles and meaning of laws.

Section III. ARBITRATION PROCEEDING

Chapter 1. BEGINNING OF ARBITRATION

Article 13. Filing of a claim

1. arbitration is commenced by filing a petition with the AGAC.
2. The date of filing the statement of claim shall be the date of its delivery to the AGAC or, if the statement of claim is sent by mail, the date of the postmark of the post office of the place of dispatch.

Article 14. Content of statement of claim

1. The statement of claim shall state:
 - 1) the date of filing the statement of claim;
 - 2) name of the parties, their residence or, if the parties are legal entities, location, postal addresses, information on cellular phone number and e-mail address (if available), bank details;
 - 3) the claimant's claim;
 - 4) substantiation of AGAC's competence;
 - 5) a statement of the factual and legal circumstances on which the plaintiff bases its claim and a reference to the evidence supporting those circumstances;
 - 6) the price of the claim;
 - 7) a document confirming the sending of the statement of claim to the defendant;
 - 8) list of documents to be attached to the statement of claim.

2. The statement of claim shall be signed by the plaintiff or his/her representative. If the statement of claim is signed by the plaintiff's representative, the original power of attorney or other document certifying the authority of the representative shall be attached to the statement of claim.

3. The defendant shall have the right to submit a reply to the statement of claim to the plaintiff and to the AGAC, setting out in it its objections to the claim. The reply to the statement of claim shall be submitted to the plaintiff and the AGAC within the term stipulated in clause 2 of Article 22 of these Rules.

4. During the course of arbitral examination, a party has the right to amend or add to the statement of claim or defence.

Article 15. Documents to be attached to a statement of claim

A statement of claim shall be accompanied by:

- 1) copies of the statement of claim for the number of defendants and third parties;
- 2) a document confirming the payment of the arbitration fee;
- 3) a power of attorney or other document certifying the authority of the representative;
- 4) documents confirming the circumstances, on which the claimant bases his/her claims, copies of these documents for the respondents and third parties, if they do not have them;
- 5) certificate of debt calculation;
- 6) document confirming that the claim was sent to the defendant;
- 7) plaintiff's motions for installment payment of arbitration fee or reduction of its amount, for securing of claim, reclaiming of evidence and other, if they are not stated in the statement of claim.

Documents may be submitted in electronic format (PDF) to the address of arbitration: info@ag_arbitration@mail.ru

Article 16. Price of the claim

1. The price of the claim shall be determined:
 - 1) in actions for recovery of money - the amount claimed;
 - 2) in actions for recovery of property - the value of the claimed property;

3) on claims about recognition or transformation of legal relations - the value of the object of legal relation at the moment of filing the claim

4) in actions about a certain action or inaction - on the basis of available data about the property interests of the plaintiff.

The plaintiff shall be obliged to indicate in the statement of claim the price of the claim also in those cases, when his claim or part of the claim is not of pecuniary nature.

2. In suits consisting of several claims, the amount of the claim shall be determined separately. In this case, the price of the claim shall be determined by the total amount of all claims.

3. The price of the claim shall not include the claims for reimbursement of arbitration costs and fees, as well as costs of the parties related to protection of their interests through legal representatives.

4. If the claimant has not determined or has determined the price of the claim incorrectly, the AGAC at its own initiative or at the request of the respondent shall determine the price of the claim on the basis of available data.

Article 17. Elimination of defects in the statement of claim

1. Having established that the statement of claim has been filed in violation of the requirements of Articles 14 and 15 of these Rules, the President of AGAC has the right to make a ruling to leave the application without progress, about which he shall notify the person who filed the claim and give him a period for correcting the deficiencies.

2. The term for correction of deficiencies shall not exceed ten working days from the date of receipt of the said proposal.

Article 18. Initiation of Arbitration Proceedings

1. The AGAC, having accepted the statement of claim, shall make a ruling on commencement of arbitration in accordance with its Rules and shall notify the parties of the place of arbitration

2. The AGAC shall send or deliver a copy of the statement of claim to the respondent and invite the respondent to submit the written statement of defence and the evidence in support of the statement of defence within the term set by the AGAC. For convenience, the documents may also be sent by AGAC to the electronic address of the parties. 3.

The court shall have the right to consider the complaint on its own initiative, but no other remedy may be available in such a case.

Article 19. Returning of a Statement of Claim

1. The AGAC shall return the statement of claim if:

1) there is no arbitration agreement between the parties;

2) the AGAC does not provide for the consideration of the dispute by the arbitration agreement;

3) the subject matter of the claim goes beyond the scope of the arbitration agreement;

4) the interests of third parties, who are not parties to the arbitration agreement, are affected;

5) the statement of claim is signed by a person not authorized to sign it;

6) the claimant has filed an application to return the statement of claim;

7) there is a dispute between the same parties, on the same subject and on the same grounds before the AGAC or other arbitral tribunal.

2. The AGAC shall make a reasoned determination on return of the statement of claim.

3. The return of the application shall not preclude the claimant from reapplying to arbitration with the same claim against the same respondent, about the same subject and on the same grounds.

Article 20. Filing of a counterclaim and set-off of counterclaims

1. The respondent has the right to assert a counterclaim against the claimant, provided that the counterclaim is mutually related to the claimant's claims and provided that the counterclaim may be examined by AGAC pursuant to the arbitration agreement.

2. The counterclaim may be raised during the arbitral proceedings before the arbitral award is made, unless the parties have agreed upon a different period of time for raising the counterclaim.

3. A counter-claim shall meet the requirements of Articles 14 and 15 of these Rules.

Article 21. Costs of the arbitral proceedings

1. Upon filing a statement of claim or an application for securing a claim the claimant shall be obliged to pay an arbitration fee. Until the payment of the arbitration fee the claim or application shall be deemed failed, except for the cases specified in the present Rules.

The arbitration fee shall not be refundable, except for the cases of lack of jurisdiction of the AGAC.

2. The amount of the arbitration fee, the procedure for its payment and distribution, as well as the procedure for covering other costs of the arbitral proceedings shall be set forth in the Regulations on Arbitration Fees and Costs, which are an integral part of these Rules.

Chapter 2. preparing a case for trial

Article 22. Notification of the Respondent and Election of the Arbitrator

1. The AGAC shall notify the Respondent of the filing of the Statement of Claim and send it a copy of the Statement of Claim and the Arbitration Award. The Arbitral Tribunal shall choose the method of delivery.

2. At the same time, the AGAC shall invite the respondent, within fifteen calendar days of receipt of a copy of the statement of claim, to submit a reply to the statement of claim, stating its objections and/or written explanations, supported by appropriate evidence. The respondent's failure to submit objections to the claim cannot be considered as an admission of the claimant's claims.

3. The Arbitral Tribunal explains that the persons involved in the case, upon receipt of the ruling to accept the statement of claim or application for proceedings and commence the arbitral proceedings, as well as persons who joined the case or were involved in the case later, and other participants in the arbitral proceedings upon receipt of the first arbitral act on the case under consideration shall take independent measures to obtain information about the case by using any sources of such information and any means of communication. Persons involved in the case bear the risk of adverse consequences resulting from the failure to take measures to obtain information about the progress of the case, if the Arbitral Tribunal has the information that these persons are properly notified about the commenced process.

Article 23. Formation of the Arbitration Tribunal

1. The parties have the right to determine the number of arbitrators, which shall be odd. Unless the parties have agreed that the case is to be heard by a sole arbitrator, the Chairman of the Arbitral Tribunal may form the Arbitral Tribunal consisting of three arbitrators.

Upon application of the parties, the Chairman of the Arbitral Tribunal may increase the number of arbitrators. Additional costs in this regard shall be reimbursed by the parties to the case. The functions of the Arbitral Tribunal provided for in the Rules shall also apply to the sole arbitrator.

2. The Chairperson, upon receipt of a claim to be considered

The AGAC shall determine the composition of the Arbitral Tribunal. The AGAC Chairperson shall appoint at least three arbitrators. The AGAC Chairperson shall appoint the presiding arbitrator from among the members of the Arbitral Tribunal. The parties have right to substitute one arbitrator each or agree on the appointment of one arbitrator before the first session of the Arbitration. In case the presiding arbitrator is replaced, the AGAC Chairperson shall appoint a new presiding arbitrator and the respective ruling shall be made.

3. Within no more than three days of receipt of a copy of the statement of claim, the respondent shall state the name of the Arbitrator he/she wishes to replace or challenge the Arbitral Tribunal or a particular Arbitrator, or request that an Arbitrator or Arbitral Tribunal be appointed by the chairperson of the Arbitral Tribunal for him/her.

4. Failing receipt from the claimant of the information referred to in Article 23(3) of the Rules, the arbitral proceedings shall be conducted by the Arbitral Tribunal appointed by the Chairman when accepting the statement of claim for arbitration.

Article 24. Election or appointment of a sole arbitrator

Unless the parties have agreed upon a sole arbitrator shall be appointed by the AGAC Chairperson from the list of arbitrators.

Article 25. Preparation of the Proceedings

1. The Arbitration Tribunal shall check the state of preparation of the case, in particular request written explanations, evidence and other additional documents from the parties.

If additional measures are taken to prepare the case, deadlines shall be set for implementation of such additional measures.

2. The Chairperson of the Arbitral Tribunal may give separate instructions to the parties in connection with the preparation and conduct of the proceedings. He shall also determine the parties' summons to the hearing.

Article 26. Notice to the parties of an oral hearing

1. The parties shall be notified of the time and place of the oral hearing and shall be served on them in such a way that each party has at least seven calendar days to prepare and arrive for the oral hearing. This period may be increased/reduced by agreement of the parties.

2. If further oral hearings are necessary, the dates of such hearings shall be fixed by the arbitral tribunal taking into account the particular circumstances.

3. If the persons involved in the case, duly notified about the time and place of the arbitral hearing, do not appear and do not object to the examination of the case in their absence, the Arbitral Tribunal has the right to complete the preparation and start the examination of the case on the merits.

Article 27. Challenge to the Arbitrator, expert and interpreter

1. Each of the parties has the right to challenge the Arbitrator, the presiding arbitrator or a sole arbitrator if there are circumstances causing justified doubts regarding their impartiality or independence, in particular if it can be assumed that they personally, directly or indirectly are interested in the result of the case, as well as if the grounds for challenging are specified in the Law on Arbitration.

The written statement of the party on the challenge, containing its reasons, must be made not later than seven calendar days after the party learned about formation of the Arbitration Tribunal or after the party learned about the circumstances that may serve as a basis for the challenge. A challenge made later than the specified period of time shall be considered only if the reason for the delay in making the challenge is found to be valid.

2. The other members of the arbitral tribunal shall decide on the challenge. If no agreement is reached between them or if the challenge is made against two arbitrators or a sole arbitrator, the AGAC Chairperson shall decide on the challenge.

The AGAC Chairperson has the right to decide on his/her own initiative on the issue of challenge of an arbitrator, the presiding arbitrator or a sole arbitrator, if the grounds specified in clause 1 of this Article are present.

3. The Arbitrator, the chairperson of the Arbitral Tribunal or the sole arbitrator may also recuse themselves on their own initiative.

4. The provisions of paragraphs 1-3 of this article, with the exception of non-compliance with the requirements of paragraph 4 of article 3 of these Rules, apply also to the Arbitrator, the presiding arbitrator and the sole arbitrator elected or appointed as substitute.

5. Experts and interpreters participating in the proceedings may be disqualified for the same reasons specified in paragraph 1 of this article. In this case the Arbitral Tribunal shall decide on the challenge.

Article 28. Termination of the powers of the Arbitrator

1. If the Arbitrator, the presiding arbitrator or a sole arbitrator is legally or de facto unable to perform his functions or for other reasons does not perform these functions without undue delay, the authority of each of them may be terminated by agreement of the parties.

2. The powers of the Arbitrator, the Presiding Arbitrator or the sole arbitrator shall terminate upon their recusal.

3. The authority of the Arbitrator, the chairperson of the Arbitral Tribunal or the sole arbitrator shall terminate upon making a decision on a particular case or when the parties have agreed upon such termination. If it is necessary to correct or interpret the arbitral award or make an additional award, the authority of the Arbitrator, the chairperson of the Arbitral Tribunal or the sole arbitrator shall be renewed and then terminated after the necessary procedural actions have been taken.

4. If the grounds specified in paragraph 1 of this Article exist, and if the parties fail to reach an appropriate agreement, each of them may apply to the Chairman of AGAC with a request to decide on termination of the authority of the Arbitrator, the Chairman of the Arbitral Tribunal or a sole arbitrator.

The AGAC Chairperson has the right to decide on his/her own initiative to terminate the authority of the Arbitrator, the Presiding Arbitrator or the sole arbitrator if the grounds specified in clause 1 of this Article are present.

Article 29: Changes in the composition of the arbitral tribunal

1. Where, in accordance with Articles 27-28, the sole or presiding arbitrator has been replaced with a new arbitrator, all hearings on the case prior to the replacement shall be repeated;

in the event of replacement of any other arbitrator, the arbitrator elected (appointed) by the replacement may propose to repeat the hearings on the case.

The Arbitral Tribunal shall decide on the issue of a repeated hearing by itself taking into account all the circumstances.

Chapter 3. TREATMENT OF A CASE

Article 30. Conduction of an oral hearing

1. An oral hearing shall be held for the presentation by the parties of their positions on the basis of the evidence presented and for the conduct of oral deliberations.

2. Unless otherwise agreed by the parties, the hearing shall be held in private. With the permission of the arbitral tribunal and with the consent of the parties, persons not participating in the arbitral proceedings may be present at the hearing.

3. If the persons involved in the case, duly notified about the time and place of the arbitral hearing, fail to appear at the arbitral hearing and raise no objection to the hearing in their absence, the Arbitral Tribunal shall have the right to conclude the oral hearing and examine the case on the merits.

Article 31. Participation of the parties

1. Each party shall be given equal opportunities to present its position and to defend its rights and interests.

2. The Parties may conduct their affairs in KIAC personally or through duly authorized representatives appointed by the Parties at their own discretion, including from foreign organizations and citizens.

Authorization of a representative shall be executed in compliance with the requirements stipulated by the legislation of the Republic of Kazakhstan.

3. Failure to submit the documents and other materials, including failure to appear at the AGAC meeting of one of the parties or their representatives, duly notified about the time and place of the arbitration meeting, shall not be an obstacle for the arbitration discussion on the basis of the submitted materials and evidence and making the AGAC decision, if the reason of failure to submit the documents and other materials or failure to appear at the AGAC meeting is recognized by the parties as irreverent.

4. The party may request to have the case heard in his/her absence.

5. If the party or its authorized representative is not respectful during the arbitration discussion, the presiding officer has right to remove the party and a separate decision shall be made about this.

6. Unless otherwise agreed by the parties, the arbitral tribunal shall hear the case in camera in the presence of the parties and/or their representatives.

7. Upon request of the parties or on the initiative of the arbitral Tribunal the arbitral hearing (part thereof) may be conducted using videoconferencing and other programs and technical means.

In such case the place of the hearing and the place of the award shall be the place of the arbitral examination.

Article 32. Rights of parties

The parties involved in the arbitral proceedings have the right to:

- 1) familiarize themselves with the materials of the case and make copies of these materials;
- 2) present evidence;
- 3) file motions, challenge the Arbitral Tribunal;
- 4) ask questions to participants of the process, give oral and written explanations;
- 5) present his arguments on all issues arising in the course of the procedure;
- 6) object to motions and arguments of the other party;
- 7) review the minutes of the arbitral hearing and submit written comments thereon (provided that the parties have agreed upon the procedure for keeping the minutes);
- 8) apply to the competent court for enforcement of the arbitral award;
- 9) in the cases stipulated in the Arbitration Act, apply for setting aside of the arbitral award;
- 10) terminate the case by amicable settlement or agreement on dispute (conflict) resolution through mediation.

Article 33. Transmittal of Documents

All documents submitted by one party to AGAC shall be handed over to the other party within seven calendar days from the date of their receipt by AGAC. The parties must also be provided with any expert or other documents of evidentiary value on which the award may be based.

Article 34. Interim Measures

1. Unless otherwise agreed by the parties, the AGAC may, at the request of either party, order a party to take such interim measures with regard to the subject matter of the dispute as it deems appropriate and shall so order.

2. An application for an interim measure before the AGAC shall be filed by a party in the court where the arbitration proceeding is pending or where the property in respect of which the interim measure may be taken is located.

3. The court shall consider an application on security for a claim considered by the AGAC, and make a ruling on security for a claim or refuse its security in accordance with the procedure established by the civil procedural legislation of the Republic of Kazakhstan.

Article 35. Proceedings on the basis of written materials

The parties may agree to arbitrate a dispute on the basis of written materials only, without holding an oral hearing. However, the arbitral tribunal may order an oral hearing if the submitted materials are insufficient to resolve the dispute on the merits.

Article 36. Amendment or addition of claims or defences to a claim

1. Any party may, without undue delay before the end of the oral hearing, amend or supplement its statement of claim or defence.

2. If the arbitral tribunal finds that a party's delay in amending or supplementing its claim or defence is unreasonable, it may impose on the party the additional costs and expenses of the other party occasioned by the delay.

The Arbitral Tribunal may find it inappropriate to allow such amendment or supplement to the claims or defence, taking into account the delay.

Article 37. Evidence

1. The parties must prove the circumstances relied upon as the basis for their claims or defences. The arbitral tribunal may, if it considers that the evidence submitted is insufficient, invite the parties to submit additional evidence. It may also, in its discretion, order the performance of expert examinations and request the production of evidence by third parties and summon and hear witnesses.

2. A party may present written evidence in the original or in a certified copy of the original. The arbitral tribunal shall have the right to require the translation of such evidence into another language where this is necessary in the interests of the examination of the case.

3. Examination of the evidence shall be conducted in the manner to be determined by the arbitral tribunal. The arbitral tribunal may entrust the examination of evidence to one of the arbitrators. 4.

4. The arbitrators shall be obliged to examine directly all the evidence in the case. The Arbitrators shall evaluate the evidence in their sole discretion. 5.

5. Failure by a party to present adequate evidence shall not prevent the arbitral tribunal from continuing the proceedings and rendering an award on the basis of the evidence before it.

Article 38: Appointment and conduct of an expert examination

1. Unless otherwise agreed by the parties, the arbitral tribunal may appoint an expert examination to clarify issues arising in the resolution of the dispute which require special knowledge and require any of the parties to submit documents, other materials or objects necessary for the examination.

The Arbitral Tribunal shall have the right to resolve other issues relating to the participation of an expert in the arbitral proceedings, including distribution of costs of the expert examination and participation of the expert, unless such issues have been specifically agreed upon by the parties.

2. The expert opinion shall be submitted in writing.

3. Unless otherwise agreed by the parties, provided that any party so requests or the arbitral tribunal considers it necessary, the expert shall, upon submission of the expert report, participate in a session of the arbitral tribunal at which the parties and the arbitrators shall have the opportunity to ask the expert questions relating to the examination and the expert report submitted.

Article 39. Participation of Third Parties

A third person may join the arbitration proceeding only with the consent of the disputing parties. In addition to the consent of the parties, the consent of the person involved shall also be necessary for the involvement of a third person in the proceedings. An application for the involvement of a third party shall be allowed only before the expiry of the deadline for filing a reply to the statement of claim. Consent to engagement of a third party shall be given in writing.

Article 40. Postponement of hearings and suspension of proceedings

If necessary, on the initiative of the parties or the arbitral tribunal, the hearing of the case may be postponed or suspended. The adjournment of the hearing or the suspension of the arbitral proceedings shall be determined.

Article 41. Minutes of oral hearing

1. Unless otherwise agreed by the parties, by default there shall be no record kept. If, however, the parties have expressed a desire in writing to keep a record, a record shall be made of the hearing, which shall contain:

- 1) the name of the AGAC;
- 2) the year, month, date and place of the Arbitration hearing
- 3) the beginning and end times of the arbitration hearing;
- 4) names and initials of the Arbitral Tribunal and the Secretary of the Arbitral Tribunal session (if any)
- 5) name of the case;
- 6) information on attendance of persons involved in the case, representatives, witnesses, experts, specialists, interpreters
- 7) orders of the chairperson and rulings made by the arbitral tribunal in the session hall of the arbitral tribunal;
- 8) statements, petitions and explanations of persons participating in the case and representatives
- 9) testimonies of witnesses, oral explanations of experts to their conclusions, explanations of specialists
- 10) information on disclosure of documents, examination of physical evidence, listening to audio recordings, review of video and film materials
- 11) information on the announcement and explanation of the content of the award and rulings, explanation of the procedure and term for filing an application to set aside the arbitral award;
- 12) information on an explanation of the rights of the persons involved in the case to get acquainted with the protocol and submit comments on it;
- 13) the date of the protocol;

2. In the manner prescribed by the Law on Arbitration, the parties shall have the right to familiarize themselves with the content of the minutes and submit written comments thereon. The minutes may be amended or supplemented upon the party's request by the KIAC Arbitral Tribunal in the manner prescribed by the Arbitration Law, if the request is deemed reasonable. 3.

3. The minutes shall be prepared by the Presiding Arbitrator.

4. Persons involved in the case and representatives shall have the right to request that any part of the record be made public and that the circumstances which they deem material to the case be recorded in the record.

5. The minutes shall be prepared and signed not later than three calendar days after the end of the session of the Arbitral Tribunal.

In complex cases the minutes of the Arbitral Tribunal meeting may be prepared and signed within a longer period of time but not later than five calendar days after the end of the Arbitral Tribunal meeting. 6.

6. The minutes shall be signed by the chairperson and the person who has the function of the secretary. All changes, amendments and additions shall be specified in the minutes and certified by their signatures. The minutes may be compiled electronically provided that all persons involved in the arbitral proceedings have a digital signature.

Chapter 4. TERMINATION OF ARBITRAL PROCEEDINGS

Article 42. Final award

The arbitral proceedings shall be terminated by rendering a final award.

Article 43. Making an award

1. When the arbitral tribunal considers that all the circumstances surrounding the dispute have been sufficiently clarified, it shall declare the oral hearing closed and proceed to render an award.

2. The decision shall be taken in closed session by a majority vote of the arbitral tribunal. If the decision cannot be taken by majority vote, it shall be taken by the chairperson of the arbitral tribunal.

3. The award shall be made in writing and signed by the members of the Arbitral Tribunal. An arbitrator who disagrees with the award made shall state his or her dissenting opinion in writing which shall be attached to the award.

Article 44. Announcement of the award

1. After the award has been made, the operative part of the award shall be announced to the parties orally or, in their absence, it may be communicated to them in writing or by other means.

2. Within a time period set by the AGAC Arbitral Tribunal, which shall not normally exceed fifteen calendar days, a reasoned decision shall be communicated to the parties.

3. The Arbitral Tribunal may, at the conclusion of an oral hearing, order that the award without an oral pronouncement of the operative part thereof be communicated to the parties within a time limit not normally exceeding fifteen calendar days.

4. The arbitral tribunal may conduct further proceedings if the correct resolution of the dispute so requires and the operative part of the award has not yet been announced to the parties.

5. The President of the AGAC may extend, if necessary, the time limits set pursuant to paragraphs 2 and 3 of this Article.

Article 45. Content of the decision

1. The decision shall contain, inter alia, the following:

- 1) the date of the decision;
- 2) the place of arbitration;
- 3) the composition of the arbitral tribunal;
- 4) name of the parties to the dispute, names and initials, positions of their representatives with an indication of authority;
- 5) grounds of AGAC competence;
- 6) the claimant's claims and the respondent's objections;
- 7) the essence of the dispute;
- 8) circumstances of the case established by the arbitral tribunal, evidence upon which the conclusions about these circumstances are based, normative legal acts which guided the arbitral tribunal in making the decision;
- 9) conclusions of the arbitral tribunal in granting or denying each claim;
- 10) the amount of costs associated with the resolution of the dispute in arbitration, the distribution of these costs between the parties and, if necessary, the term and manner of execution of the award.

2. After the award has been made, a copy of the decision shall be handed over or sent to each party. The original of the decision shall be kept in the AGAC file.

Article 46: Correction and interpretation of the decision. Supplementary decision

1. Within sixty calendar days of receipt of the award, unless otherwise agreed by the parties:
 - 1) either party, by notice to the other party, may request the arbitral tribunal to correct any errors of calculation, clerical or typographical errors or other errors of a similar nature in the award;
 - (2) either party, with notice to the other party, may request the arbitral tribunal to clarify a particular point or part of an award.

The arbitral tribunal, if it considers the request to be justified, shall within thirty calendar days of receipt of such request, make the appropriate corrections or provide an explanation. The explanation of the award shall form an integral part of the award.

(2) The arbitral tribunal may within sixty calendar days of the date of the award, upon due notice to the parties, correct any errors referred to in paragraph (1) of this article.

(3) Unless otherwise agreed by the parties, either party, with notice to the other party, may within sixty calendar days after receipt of the award, request the arbitral tribunal to make an additional award as to claims which were made during the arbitral proceedings but were not reflected in the award. The arbitral tribunal, if it considers the request justified, shall within sixty calendar days after receipt of the request, issue an additional award.

(4) The arbitral tribunal may extend the time limit, if necessary, but not for more than sixty calendar days, within which to correct errors, issue clarifications or make an additional award pursuant to paragraphs 1 or 3 of this article.

Article 47: Settlement agreement

1. If the parties settle the dispute during the course of the arbitration, the arbitral tribunal shall terminate the proceedings and, at the request of the parties, record the settlement in the form of an award on agreed terms.

2. The relevant requirements of Article 45 of these Rules shall apply to the making of the award referred to in the preceding paragraph. Such award shall be enforceable in the same manner as any other award rendered on the merits of the dispute.

Article 48. Consideration of a dispute on newly discovered circumstances

(1) An arbitral award may be reconsidered upon an application by a party to the arbitration agreement or another person whose rights have been affected, on newly discovered circumstances. Grounds for revision of an arbitral award under newly discovered circumstances shall be:

1) knowingly false testimony of a witness, knowingly false opinion of an expert, knowingly incorrect translation, forgery of documents or material evidence established by an effective court decision, which resulted in an unlawful or unreasonable decision;

2) criminal actions of the parties, other persons participating in a case or their representatives or criminal acts of an arbitrator committed in the course of consideration of this case, which have been established by a court verdict which has come into force

3) recognition by the Constitutional Council of the Republic of Kazakhstan as unconstitutional of a law or other normative legal act which was applied by the arbitration tribunal in making an arbitration decision.

2. Application for revision of the arbitral award on newly discovered circumstances shall be filed and considered within three months from the date of establishment of the circumstances serving as a basis for revision.

If the arbitral tribunal which made the award in the previous composition is unable to meet, the application for revision of the award on newly discovered circumstances shall be considered by the new composition of the arbitral tribunal formed according to the procedure established by these Rules.

Article 49. Termination of the proceedings without rendering an award

1. If no final award is made in the case, the arbitral proceedings shall be terminated by order for termination.

(2) A determination for termination of proceedings shall be made when:

1) the claimant waives its claim and the waiver is accepted by the arbitral tribunal, unless the respondent objects to the termination of the arbitration because it has a legitimate interest in resolving the merits of the dispute;

2) the arbitral tribunal has determined that the AGAC lacks jurisdiction to hear the dispute referred to it;

3) there is an enforceable court decision or arbitral award on the dispute between the same parties, on the same subject matter and on the same grounds;

4) the parties have reached an agreement to terminate arbitral proceedings;

- 5) the legal entity which is a party to the arbitral proceedings has been liquidated;
- 6) a natural person who is a party to the arbitral proceedings dies or is declared dead or declared missing.

Article 50. Preservation of decisions and cases

1. The term of keeping the decisions of the Arbitral Tribunal together with the materials on the case shall not be less than three years from the date of making such a decision.

Article 51. Annulment of an award

1. The decision of the AG Arbitration Court is final, is not subject to revision on the merits and may be set aside only on the basis of the Law on Arbitration Court in the manner prescribed by the civil procedural legislation of the Republic of Kazakhstan.

2. In order for an arbitral award to be set aside by the court, the party applying for setting aside must submit evidence that:

1) it contains a decision on a matter not provided for in the arbitration agreement or not subject to its terms, or contains rulings on matters beyond the scope of the arbitration agreement, as well as due to the lack of jurisdiction of the dispute to arbitration.

Where arbitral awards on matters covered by an arbitration agreement may be separated from awards on matters not covered by such agreement, only that part of the award which contains awards on matters not covered by the arbitration agreement may be set aside;

2) one of the parties to the arbitration agreement has been declared incapable by the court or the arbitration agreement is invalid under the law to which the parties have subjected it or, in the absence of such indication, under the legislation of the Republic of Kazakhstan;

3) the party was not duly notified of the appointment of the arbitrator or the arbitration proceedings or for other reasons recognized by the court as valid, could not provide explanations;

4) the composition of the arbitration or the arbitration procedure did not comply with the agreement of the parties;

5) there is an enforceable court decision or arbitral award or ruling of the court or arbitral tribunal on the dispute between the same parties, on the same subject and on the same grounds, or the ruling of the court or arbitral tribunal on termination of proceedings due to waiver of claim by the claimant;

6) the arbitral award fails to comply with the written form and signature requirements provided for in Article 47 of the Arbitration Act.

(2) An award shall be set aside by the court if the court determines that:

1) the arbitral award is contrary to the public policy of the Republic of Kazakhstan;

2) the dispute on which the arbitration decision was made may not be the subject of arbitration proceedings under the legislation of the Republic of Kazakhstan.

3. In case of cancellation of the AGAC award, any of the parties has the right to apply to the AGAC in accordance with the arbitration agreement.

Should the decision of the AGAC be set aside in full or in part due to invalidity of the arbitration agreement or because the decision is made about a dispute not covered by the arbitration agreement or not subject to its terms, or contains judgments on issues not covered by the arbitration agreement, the relevant dispute shall not be subject to further consideration by the AGAC.

Article 52: Enforcement of the award

1. AGAC judgments shall be enforced voluntarily by the parties within the time period set in the award. If no time limit is specified in the decision, it shall be enforced immediately.

Decisions not executed voluntarily within the specified term are enforced in accordance with the current civil procedural legislation of the Republic of Kazakhstan and also in accordance with the New York Convention of 1958 on the Recognition and Enforcement of Foreign Judgements. "On Recognition and Enforcement of Foreign Arbitral Awards".

3. Compulsory execution of the AGAC decision is carried out according to the rules of enforcement proceedings effective at the moment of the decision execution, on the basis of the writ of execution issued by the state court for compulsory execution of the decision.

These Regulations are written in three languages (Kazakh, Russian, English). In the event of discrepancies, the version in Russian (the language of writing) will prevail.