

Approved by the resolution
of the Sole Participant
of “NMSC “Kazmortransflot” LLP
Minutes of the Board of Directors
of “NC “KazMunayGas” JSC
No. 14/2021 dated «09» 09, 2021

**Articles of Association of
“NATIONAL MARITIME SHIPPING COMPANY “KAZMORTRANSFLOT”
LIMITED LIABILITY PARTNERSHIP**

ARTICLE 1. GENERAL PROVISIONS

1. “National Maritime Shipping Company “Kazmorttransflot” limited liability partnership (hereinafter – the Partnership), established in accordance with the laws of the Republic of Kazakhstan, is a legal entity operating under and in accordance with the Civil Code of the Republic of Kazakhstan, the Law of the Republic of Kazakhstan “On Partnerships with Limited and Additional Liability” (hereinafter – the Law), other normative legal acts of the Republic of Kazakhstan (hereinafter – the Laws) and these Articles of Association (hereinafter – the Articles of Association).

2. The Sole Participant of the Partnership is “National Company “KazMunayGas” joint-stock company (hereinafter – the Sole Participant), established and acting in accordance with the Laws, at the address: Republic of Kazakhstan, 010000, Nur-Sultan, Yesil district, Dinmukhamed Konayev Str., building 8.

Bank details of “National Company “KazMunayGas” joint-stock company: current account in tenge KZ356010111000002033, BIN: 020240000555; Beneficiary code 16, SWIFT: HSBKKZKX; Halyk Bank of Kazakhstan JSC.

3. The Partnership shall use any of the following trade names:

full name in the state language – «Қазақтеңізкөлікфлоты» Ұлттық теңіз кеме қатынасы компаниясы» жауапкершілігі шектеулі серіктестігі, abbreviated – «Қазақтеңізкөлікфлоты» ҰТКҚК» ЖШС;

full name in Russian – Товарищество с ограниченной ответственностью «Национальная морская судоходная компания «Казмортрансфлот», abbreviated – ТОО «НМСК «Казмортрансфлот»;

full name in English – “National Maritime Shipping Company “Kazmorttransflot” limited liability partnership, abbreviated – “NMSC “Kazmorttransflot” LLP.

4. Location and address of the Partnership: Republic of Kazakhstan, 130000, Mangistau region, Aktau, microdistrict 14, building No. 70.

5. The duration of the Partnership is unlimited.

ARTICLE 2. LEGAL STATUS OF THE PARTNERSHIP

6. The Partnership shall acquire the rights of a legal entity from the moment of its state registration. The Partnership has a seal indicating the full company name in the state and Russian languages, an independent balance sheet, bank accounts, letterheads with its own name, and a trademark. In order to achieve the objectives of its activities, the Partnership may enter into transactions on its own behalf, acquire property and personal non-property rights, bear responsibilities, be a plaintiff and defendant in court, as well as perform other actions not contrary to the law.

7. The Partnership may enter into associations (unions) with other legal entities, be a member of other legal entities as prescribed by the Laws and the Articles of Association, as well as establish branches and open representative offices outside its location.

8. Branches and representative offices of the Partnership shall act in accordance with the provisions on them, approved in accordance with the established procedure, and shall be guided in their activities by the laws of the Republic of Kazakhstan, the country of registration and the Articles of Association.

9. Activities of branches or representative offices shall be managed by persons appointed in accordance with the established procedure. Heads of branches and representative offices shall act on the basis of appropriate regulations and powers of attorney issued by the Partnership.

10. The Partnership may participate in the establishment and activities of legal entities – residents of the Republic of Kazakhstan, as well as foreign legal entities as prescribed by the laws of the Republic of Kazakhstan, the country of registration of foreign legal entities and the Articles of Association.

11. The financial and production activities of the Partnership shall be carried out on the basis of economic independence.

12. The Partnership owns separate property, shall be liable for its obligations within the limits of its property and shall not be liable for the obligations of the Sole Participant, except in cases stipulated by the Law.

13. The Sole Participant shall not be liable for the obligations of the Partnership and shall bear the risk of losses related to the activities of the Partnership within the value of the contribution made by it. The Partnership shall be liable for its obligations with all the property belonging to it. The State shall not be liable for the obligations of the Partnership, nor shall be the Partnership liable for the obligations of the State.

14. The Partnership shall keep records of the results of its financial and economic activities and shall prepare statistical and financial reports in accordance with the Laws.

15. The Partnership may open accounts in banks and other financial organizations, located in the territory of the Republic of Kazakhstan and abroad, in both national and foreign currency, in accordance with the established procedure.

16. The Partnership may have other rights and bear other obligations not prohibited by the Laws and the Articles of Association.

ARTICLE 3. PURPOSE AND ACTIVITIES OF THE PARTNERSHIP

17. The purpose of the Partnership is to generate net income in the course of independent economic activities.

18. The activities of the Partnership are as follows:

- 1) transportation of all types of cargo, crude oil and oil products, general cargo, containers, passengers, animals;
- 2) construction, operation, repair, purchase of all types of ships, barges, floating docks, and the like, their engines and parts, auxiliary devices and equipment together with their parts, provision of intermediary services;
- 3) chartering (including bareboat chartering), as well as leasing of vessels;

- 4) construction, operation and purchase of all kinds of warehouses, storage facilities, refrigeration units, hangars, unloading embankments and other equipment;
 - 5) purchase, sale of all types of fuel, lubricating oils, coal, gasoline and other fuels and materials;
 - 6) construction of shipyards (shipbuilding and ship repair bases), construction and repair of ships;
 - 7) towing operations;
 - 8) marine agency services;
 - 9) marine broker services;
 - 10) stevedoring and forwarding services;
 - 11) professional consulting on customs, tax laws, export-import operations on maritime transport;
 - 12) development of design and estimate documentation for the construction of ships, construction of ship repair facilities, shipyards, and onshore facilities;
 - 13) training of subject matter specialists, etc.;
 - 14) office rental services in the real estate owned by the Partnership on the right of ownership;
 - 15) carrying out other activities not prohibited by the laws of the Republic of Kazakhstan;
 - 16) design of ships, floating facilities for various purposes, technical means for shelf development (development of design, working, operational or other technical documentation for construction, re-equipment, modernization, repair and operation of ships, floating facilities, technical means for shelf development);
 - 17) drafting of projects for transportation of non-standard cargoes, including heavy and oversized cargoes.
19. Activities requiring a license or other type of permit, which must be obtained as required by the Laws, shall be carried out only after obtaining the relevant licenses or other types of permits.

ARTICLE 4. RIGHTS AND OBLIGATIONS OF THE SOLE PARTICIPANT

20. The Sole Participant may:
- 1) participate in the management of the Partnership's affairs as prescribed by the Laws and the Articles of Association;
 - 2) obtain information about the activities of the Partnership and get acquainted with its accounting and other documentation as prescribed by the Articles of Association;
 - 3) receive income from the activities of the Partnership in accordance with the Law, the Articles of Association and the resolutions of the Sole Participant;
 - 4) receive in the event of liquidation of the Partnership the value of a part of the property remaining after settlements with creditors or, according to the resolution of the Sole Participant, a part of this property in kind;
 - 5) alienate part of its share or terminate participation in the Partnership by alienating its share as prescribed by the Law;

6) challenge in court the resolutions of the Partnership's bodies that violate its rights provided for by the Law and (or) the Articles of Association;

7) demand an audit company to audit the financial statements of the Partnership at its own expense.

The Sole Participant may have other rights provided for by the Law and the Articles of Association.

21. The Sole Participant shall be obliged:

1) to comply with the requirements of the Articles of Association;

2) to make contributions to the authorized capital of the Partnership in the manner, amount and within the timeframe stipulated by the Articles of Association;

3) not to disclose information that the Partnership has declared a commercial secret;

4) to notify the Management Board in writing about changes in the information concerning the Sole Participant of the Partnership specified in clause 2 of the Articles of Association.

The Sole Participant may also bear other obligations provided for by the Articles of Association, the Law and other legislative acts of the Republic of Kazakhstan.

ARTICLE 5. PROCEDURE AND TIMING OF PROVIDING THE SOLE PARTICIPANT AND ACQUIRERS OF SHARES IN THE PARTNERSHIP WITH INFORMATION ABOUT THE ACTIVITIES OF THE PARTNERSHIP

22. The Partnership shall publish information about its activities on the corporate website www.kmtf.kz.

23. At the request of the Sole Participant and acquirers of shares, the Partnership shall be obliged to provide them with copies of documents, as prescribed by the Articles of Association.

24. Information about the activities of the Partnership, which affects the interests of its Sole Participant, shall be provided in accordance with the Laws and the Articles of Association.

Information affecting the interests of the Sole Participant shall be deemed to be:

1) resolutions adopted by the Sole Participant, the Supervisory Board, the Audit Commission (Auditor) of the Partnership and information about the implementation of the resolutions adopted;

2) provision and receipt by the Partnership of a loan and financial assistance;

3) obtaining by the Partnership of licenses to carry out any activities and (or) perform certain actions, suspension or termination of their actions, as well as deprivation of licenses previously obtained by the Partnership to carry out any types of activities and (or) perform certain actions;

4) arrest or pledge of all or part of the property of the Partnership;

5) the occurrence of circumstances of an extraordinary nature, as a result of which the property of the Partnership, the book value of which was ten percent or more of the total assets of the Partnership, was destroyed;

6) bringing the Partnership and its officials to administrative responsibility for misconduct relating to the activities of the Partnership;

7) the resolution on compulsory reorganization of the Partnership;

8) audit report (if available);

9) information on the initiation of a corporate dispute in court;

10) other information affecting the interests of the Sole Participant, in accordance with the Laws and the resolution of the Sole Participant.

25. The Partnership shall be obliged to inform the Sole Participant about the activities of the Partnership affecting the interests of the Participant within seven (7) business days from the date of its occurrence.

26. Information about initiation of court proceedings on a corporate dispute shall be provided to the Sole Participant not later than seven (7) business days from the date of receipt by the Partnership of the relevant court notice or summons on a civil case on a corporate dispute.

27. At the request of the Sole Participant to provide other information or copies of the documents specified in this Article, the Partnership shall, not later than thirty (30) calendar days from the date of receipt of the request, if other terms are not specified in the request, submit them to the applicant in accordance with the established procedure.

28. Information about the activities of the Partnership marked “Confidential”, “For official use”, which has become known to the Sole Participant, may not be transferred in writing or in any other form to third parties, except for state authorities of the Republic of Kazakhstan on the issues of their competence in cases stipulated by the Laws.

29. Provision of information on the activities of the Partnership to acquirers of shares in the authorized capital, the procedure of provision and the scope of information shall be established by agreement between the parties under a preliminary agreement on acquisition of such shares, following an NDA signed between the parties in accordance with the established procedure.

30. The documents related to the activities of the Partnership and specified in the Law of the Republic of Kazakhstan “On Business Partnerships” shall be kept by the Partnership for the entire period of its activities at the location of the executive body of the Partnership.

Other documents shall be kept for the period established in accordance with the Laws and the internal documents of the Partnership.

31. The Partnership shall keep records of its affiliates based on information provided by these entities.

Individuals and legal entities who are affiliated persons of the Partnership must provide the Partnership with information about their affiliated persons within ten (10) calendar days from the date of affiliation. Individuals and legal entities whose affiliation is terminated shall notify the Partnership within ten (10) calendar days of the termination of affiliation.

ARTICLE 6. AUTHORIZED CAPITAL AND PROPERTY OF THE PARTNERSHIP

32. The authorized capital of the Partnership is 11,575,721,000 (eleven billion five hundred seventy-five million seven hundred twenty-one thousand) tenge.

33. Contributions to the authorized capital of the Partnership may include money, securities, property items, property rights, including the right to use subsurface resources, the right to use land and the right to the results of intellectual activity and other property.

Contributions in the form of personal non-property rights and other intangible benefits are not allowed.

34. The property of the Partnership shall be formed from contributions to the authorized capital, additional contributions, revenues from business and entrepreneurial activities, as well as from borrowed funds and other property acquired or received by the Partnership in accordance with the procedure not prohibited by the Laws.

35. By resolution of the Sole Participant, the size of the authorized capital of the Partnership may be changed.

36. Changes (increase or decrease) in the authorized capital of the Partnership shall be made as prescribed by the Law.

37. The authorized capital of the Partnership may be increased through:

- 1) additional contributions made by the Sole Participant;
- 2) the Partnership's own capital, including its reserve capital;
- 3) admitting new participants to the Partnership.

Decrease in the authorized capital of the Partnership below the minimum amount stipulated by the Laws is not allowed.

38. The property of the Partnership shall be accounted for on its balance sheet.

39. To meet its financial needs, the Partnership may raise financing in the form of loans in the Republic of Kazakhstan, as well as from foreign banks or other financial institutions in tenge and (or) foreign currency as required by the Laws and the Articles of Association.

40. The Partnership may form a reserve capital and (or) other funds necessary to cover losses and expenses of the Partnership. The amount of annual deductions to the reserve capital and (or) funds shall be determined by the resolution of the Sole Participant.

ARTICLE 7. BODIES OF THE PARTNERSHIP

41. The bodies of the Partnership are as follows:

- 1) supreme body – the Sole Participant;
- 2) control and supervisory body – the Supervisory Board;
- 3) collegial executive body – the Management Board;
- 4) supervisory body – Audit Commission (Auditor) (*created by the resolution of the Sole Participant, if necessary*).

The officers of the Partnership are the members of the Supervisory Board and the Executive Board.

ARTICLE 8. SOLE PARTICIPANT

42. The Sole Participant shall solely manage the activities of the Partnership, solve issues attributed by the Laws and the Articles of Association to the competence of the Sole Participant. The resolutions of the Sole Participant shall be made in writing.

43. Preparation of issues for decision-making by the Sole Participant shall be carried out by the Management Board.

Submission of issues to the Sole Participant shall be initiated by the Management Board or the Supervisory Board of the Partnership.

Submission of issues for consideration to the Sole Participant in the liquidation process may also be initiated by the liquidation commission of the Partnership.

Costs of bringing issues for consideration of the Sole Participant shall be borne by the Partnership, except for the cases stipulated by the Laws.

Materials on issues submitted for consideration of the Sole Participant shall contain information to the extent necessary for making reasonable decisions on these issues.

44. The exclusive competence of the Sole Participant shall include:

1) making changes and (or) additions to the Articles of Association, including changing the size of its authorized capital, location and company name, or approval of the Articles of Association in a new edition;

2) election and early termination of powers of members of the Supervisory Board, including the Chairperson, determination of the number of members and the term of office of the Supervisory Board, and approval of the Regulations on the Supervisory Board;

3) election and early termination of powers of members of the Management Board, including the General Director (Chairperson of the Management Board) in accordance with the established procedure, determination of quantitative composition, term of powers of the Management Board, determination of the amount of salary, terms of remuneration and bonus payment and social support to members of the Management Board, approval of the Regulations on the Management Board;

4) election and early termination of powers of members of the Audit Commission (Auditor), including the Chairperson of the Audit Commission, determination of the number of members, term of office of the Audit Commission (Auditor), approval of the Regulations on the Audit Commission, as well as approval of reports and conclusions of the Audit Commission (Auditor) of the Partnership;

5) adoption of a resolution on participation of the Partnership in other business partnerships, non-profit organizations, as well as on establishment of legal entities (participation in establishment of legal entities), acquisition and (or) alienation of shares (participation shares in the authorized capital) of other legal entities;

6) adoption of a resolution on pledging all property of the Partnership;

- 7) adoption of a resolution on the transfer of the Partnership (participation share in the authorized capital of the Partnership) or its property into trust management and determination of the conditions of such transfer;
- 8) adoption of a resolution to make additional contributions to the property of the Partnership in accordance with the Law;
- 9) adoption of a resolution on the reorganization or liquidation of the Partnership;
- 10) appointment of the liquidation commission and approval of the liquidation balance sheets;
- 11) approval of financial statements, distribution of the Partnership's net income received based on the results of its activity for the quarter, half a year or a year, distribution of retained earnings for the previous periods;
- 12) adoption of a resolution on compulsory redemption of a share from a participant of the Partnership;
- 13) approval of internal rules, procedure for their adoption and other documents regulating the internal activity of the Partnership according to the list approved by the Sole Participant, introduction of amendments and (or) additions to them, as well as recognition of their invalidity;
- 14) approval of the procedure and terms for providing the Sole Participant and acquirers of shares with information on the activities of the Partnership;
- 15) adoption of a resolution to establish branches and open representative offices in the Republic of Kazakhstan and abroad, as well as a resolution to liquidate and close branches and representative offices;
- 16) adoption of a resolution on the approval of the Partnership's conclusion of a transaction or a set of interrelated transactions, as a result of which the property, the value of which is fifty-one percent or more of the total amount of the book value of assets of the Partnership, is alienated (may be alienated) by the Partnership. In this case, the Partnership's conclusion of a transaction or a set of interrelated transactions, as a result of which the Partnership acquires or alienates (can acquire or alienate) the property, the value of which exceeds the threshold equivalent to 110,000,000 (one hundred ten million) US dollars in tenge at the rate determined by the forecast macroeconomic indicators (baseline scenario) in the relevant period shall be subject to agreement with the Board of Directors of "NC "KazMunayGas" JSC;
- 17) adoption of a resolution on increase of financial liabilities of the Partnership (loans, financial assistance, financial guarantees and any other liabilities increasing financial debt of the Partnership, except for the cases when the creditor is the Sole Participant and/or its subsidiary organization) for the amount exceeding 20,000,000,000 (twenty billion) tenge;
- 18) determination of an audit organization for auditing the annual financial statements of the Partnership, if an audit is obligatory in accordance with the Law;
- 19) approval of the tax, accounting, investment, production and economic, scientific and technical policy of the Partnership;
- 20) approval of the Corporate Governance Code, as well as amendments and additions to it;

21) other issues provided by the Laws and (or) the Articles of Association, as well as issues referred to the exclusive competence of the Sole Participant by the documents approved by the Sole Participant or “Samruk-Kazyna” JSC.

45. The Sole Participant, regardless of how its competence is defined in the Articles of Association, may take into consideration any issue related to the activities of the Partnership.

46. The Sole Participant may revoke any resolution of other bodies of the Partnership on issues related to the Partnership's internal activities.

47. Resolutions of the Sole Participant on any issues related to the activities of the Partnership shall be binding and subject to strict observance.

48. Issues attributed to the exclusive competence of the Sole Participant may not be transferred by him to other bodies of the Partnership.

ARTICLE 9. SUPERVISORY BOARD

49. The Supervisory Board is a body exercising control over the activities of the Management Board and organizes its activities in accordance with the Laws, the Articles of Association, as well as the internal documents of the Partnership.

The Supervisory Board shall be accountable to the Sole Participant.

The Supervisory Board shall be obliged to constantly monitor the activities of the Management Board, ensure that the Partnership operates in accordance with the Laws and the Articles of Association.

Members of the Supervisory Board shall be liable for damages caused to the Partnership and third parties as a result of improper control by the Supervisory Board over the activities of the Management Board in accordance with the Laws.

50. In order to exercise control over the activities of the Management Board, the Supervisory Board may on its own initiative request reports on the implementation of resolutions of the Sole Participant and the Supervisory Board, as well as any other documentation or information on the activities of the Partnership.

The Supervisory Board shall be obliged, at the request of the Sole Participant, to submit a report for its consideration containing an assessment of the activities of the Partnership in general and proposals for the improvement of its activities.

51. The Partnership's Supervisory Board shall be elected with at least three members for a term not exceeding three (3) years. A member of the Supervisory Board may not simultaneously hold the position of General Director (Chairperson of the Management Board) or a member of the Management Board.

Persons elected to the Partnership's Supervisory Board may be re-elected any number of times.

A member of the Supervisory Board may at any time withdraw from further performance of his or her duties by submitting a written application to the Supervisory Board.

In the event of early termination of the powers of a member of the Supervisory Board, a new member of the Supervisory Board shall be elected by resolution of the Sole Participant, and the powers of the newly elected member of the Supervisory

Board shall expire simultaneously with the expiration of the term of office of the Supervisory Board as a whole.

52. The Supervisory Board is headed by the Chairperson, who shall be appointed by the Sole Participant from among the members of the Supervisory Board.

Resolutions on matters considered by the Supervisory Board shall be adopted by a majority vote of the members of the Supervisory Board. When voting, each member of the Supervisory Board shall have one vote. In the case of a tie vote, the resolution for which the Chairperson of the Supervisory Board or the person performing the functions of the Chairperson of the Supervisory Board, in accordance with clause 53 of the Articles of Association shall be adopted.

53. In the absence of the Chairperson of the Supervisory Board of the Partnership, the functions of the Chairperson of the Supervisory Board shall be performed by one of the members of the Supervisory Board as directed by the Chairperson or in accordance with the resolution of the Supervisory Board.

54. In the absence of the Audit Committee (Auditor), the Supervisory Board shall have all the rights of the Audit Committee (Auditor).

55. The competence of the Supervisory Board shall include resolving the following issues:

1) preliminary approval of the Partnership's financial statements, submission of proposals to the Sole Participant on the procedure of distribution of the Partnership's net income, received by the results of its activity for a quarter, half a year or a year, as well as on the distribution of undistributed profit for the past periods;

2) approval of the Budget and Business Plan of the Partnership, adjustments to them and monitoring of implementation;

3) approval of the total number of employees of the Partnership (including its branches and (or) representative offices);

4) approval of the organizational structure of the Partnership;

5) approval of the salary scheme for the Partnership's employees and salary rates, as well as the remuneration rules;

6) approval of the Regulations on branches and (or) representative offices;

7) appointment, determination of the term of office of the Secretary of the Supervisory Board, early termination of his/her powers, as well as determination of the amount of the official salary (the amount of additional payment, if the functions of the Secretary of the Supervisory Board are assigned to the employee of the Partnership), terms of payment, bonuses and social support of the Secretary of the Supervisory Board, evaluation of his/her activities;

8) approval of the documents regulating the internal activity of the Partnership (except for the documents approved by the Sole Participant and the Executive Board) according to the list approved by the Supervisory Board, introduction of amendments and (or) additions to them, as well as recognition of the documents approved by the Supervisory Board as no longer valid;

9) approval of personnel, social policy, money management policy;

10) adoption of a resolution on increase of financial liabilities of the Partnership (loans, financial assistance, financial guarantees and any other liabilities

increasing financial debt of the Partnership, except for the cases when the creditor is the Sole Participant and/or its subsidiary organization) for the amount up to 20,000,000,000 (twenty billion) tenge inclusive;

11) determination of priority areas of the Partnership's activities, approval of the strategy (plan) of the Partnership's development, as well as monitoring the implementation of the strategy (plan) of the Partnership's development;

12) determination of strategy, approval of policies and basic regulatory documents in the field of risk management, internal control system, business continuity management system, ensuring compliance with and evaluation of the effectiveness of the risk management and internal control system;

13) approval of corporate and motivational (functional) maps of key performance indicators of the Partnership, General Director (Chairperson of the Management Board) and members of the Management Board of the Partnership and their target values, the final performance of corporate and motivational (functional) maps of key performance indicators of the Partnership as prescribed by the internal documents of the Partnership;

14) approval of the work plan of the Supervisory Board;

15) approval of the following reports of the Management Board:

1) annual report on the results of financial and economic activities of the Partnership, on the implementation of the budget of the Partnership;

2) semi-annual and annual reports on the impact of the results of financial and economic activities of subsidiaries, affiliates and jointly-controlled entities on the performance of the Partnership.

16) approval of the annual report of the Partnership;

17) coordination of the part-time work of the General Director (Chairperson of the Management Board) and members of the Management Board in other entities;

18) approval of the list of key positions of the Partnership, coordination of appointment, dismissal, transfer, evaluation of whose activity is carried out by the Supervisory Board;

19) approval of the procedure for forming, approving, adjusting and monitoring the budget and business plan of the Partnership;

20) determination of an audit organization for auditing the financial statements of the Partnership, if an audit is not required by the Law;

21) determination of norms of availability of company cars and norms of space to accommodate the administrative apparatus of the Partnership;

22) determination of the limits of reimbursable expenses from the funds of the Partnership when providing employees with the right to use mobile communication, the limits of representational expenses;

23) other issues provided for by the Laws and (or) the Articles of Association, not related to the exclusive competence of the General Meeting of Participants/the Sole Participant, including the issues referred to the competence of the Supervisory Board by the documents (resolutions) approved (adopted) by the Sole Participant, the Supervisory Board and (or) "Samruk-Kazyna" JSC.

ARTICLE 10. MANAGEMENT BOARD

56. The management of the current activities of the Partnership shall be carried out by the Management Board. The Management Board shall be headed by the General Director (Chairperson of the Management Board). The procedure for the creation and functioning, the status and competence of the Management Board, the powers and responsibilities of members of the Management Board, the procedure of convening, holding meetings of the Management Board, the adoption and registration of its resolutions and other issues shall be determined by the Laws, the Articles of Association, the Regulations on the Management Board, employment contracts with members of the Management Board, internal documents of the Partnership.

57. The Management Board shall implement the resolutions of the Sole Participant and the Supervisory Board.

58. The Management Board may adopt resolutions on any issues related to the activities of the Partnership that are not attributed by the Laws and the Articles of Association to the competence of other bodies of the Partnership, including:

- 1) prepares and submits to the Supervisory Board for preliminary approval the financial statements of the Partnership, makes proposals to the Supervisory Board on how to distribute the Partnership's quarterly, half-yearly or annual net income, and on how to distribute undistributed profits from previous periods;
- 2) makes proposals to the Sole Participant on the creation and closure of branches, opening and closure of representative offices of the Partnership;
- 3) appoints and dismisses heads of branches and representative offices of the Partnership;
- 4) adopts resolutions on issues related to the exclusive competence of the general meeting of shareholders (participants) of legal entities, ten percent or more of the voting shares (participation shares) of which belong to the Partnership on the right of ownership or trust management;
- 5) approves the Partnership's staff schedule (including its branches and/or representative offices);
- 6) approves documents regulating the internal activity of the Partnership not related to the documents approved by the Sole Participant, Supervisory Board, General Director (Chairperson of the Management Board);
- 7) determines the procedure for interaction of units when the Partnership exercises the rights of a shareholder (participant);
- 8) organizes accounting in the Partnership;
- 9) ensures the development and submission for approval to the Sole Participant of the accounting policy and tax accounting policy;
- 10) approves internal documents on risk management, except for the policies and regulations approved by the Supervisory Board;
- 11) bears responsibility for compliance with the level of risk appetite and the effective functioning of risk management, internal control and business continuity systems in the Partnership;

12) promptly notifies the Supervisory Board and provides reports on the status of key risks of the Partnership, as well as on the effectiveness of the internal control system and business continuity;

13) monitors the implementation of resolutions of the Sole Participant, the Supervisory Board, recommendations of an audit organization that audits the financial statements of the Partnership, a unit or a person responsible for internal control of risk management of the Partnership;

14) submits the following reports to the Supervisory Board:

1) annual report on the results of financial and economic activities of the Partnership, on the implementation of the budget of the Partnership;

2) semi-annual and annual reports on the impact of the results of financial and economic activities of subsidiaries, affiliates and jointly-controlled entities on the performance of the Partnership.

15) provides the Sole Participant, members of the Supervisory Board with information on the activities of the Partnership in accordance with the established procedure;

16) approves and prepares for consideration by the Sole Participant and the Supervisory Board documents on issues, decision-making on which is within their competence;

17) if necessary, creates and abolishes committees under the Management Board and approves regulations on them;

18) ensures the compliance of the Partnership with the Laws;

19) adopts resolutions on the conclusion of transactions by the Partnership, except for the transactions attributed by the Laws and (or) the Articles of Association to the competence of other bodies of the Partnership, the General Director (Chairperson of the Management Board).

In this case, the Partnership's conclusion of a transaction or a set of interrelated transactions, as a result of which the Partnership acquires or alienates (can acquire or alienate) the property, the value of which exceeds the threshold equivalent to 110,000,000 (one hundred ten million) US dollars in tenge at the rate determined by the forecast macroeconomic indicators (baseline scenario) in the relevant period shall be subject to agreement with the Board of Directors of "NC "KazMunayGas" JSC;

20) establishment of the amount of payment for the services of an audit organization, determined in accordance with the Law and (or) these Articles of Association, for the audit of the financial statements of the Partnership;

21) ensures the implementation of investment projects by the Partnership after compliance with the requirements for the implementation of such projects established by the relevant documents of "NC "KazMunayGas" JSC and "Samruk-Kazyna" JSC;

22) determination of expenses rates for employees of the Partnership sent on business trips;

23) approves training and professional development programs for employees of the Partnership;

24) coordinates the work of branches and representative offices;

25) develops, approves and submits to the Supervisory Board proposals on the priority areas of the Partnership, the strategy (plan) for the development of the Partnership;

26) implements the strategy (plan) for the development of the Partnership, bears responsibility for their implementation, and annually within the time limits established by the internal documents of “NC “KazMunayGas” JSC, submits to the Supervisory Board a report on the implementation of the strategy (plan) for the development of the Partnership;

27) develops, approves and submits to the Supervisory Board of the Partnership a draft business plan of the Partnership, including a list of strategic (business) initiatives, if any, as well as the budget of the Partnership;

28) Other issues stipulated by the Laws and (or) the Articles of Association, not attributed to the exclusive competence of the Sole Participant and (or) the Supervisory Board, including the issues attributed to the competence of the Management Board by the documents (resolutions) approved (adopted) by the Sole Participant, the Supervisory Board, the Management Board and (or) “Samruk-Kazyna” JSC.

59. Management Board’s members shall be appointed by the Sole Participant for a period determined by the Sole Participant, but not more than three (3) years, in the amount of no more than seven (7) people.

In the event of early termination of powers of a member of the Management Board, a new member of the Management Board shall be appointed by the resolution of the Sole Participant, and the powers of the newly elected member of the Management Board shall expire simultaneously with the expiration of the term of office of the Management Board as a whole.

60. The employment contract with the General Director (Chairperson of the Management Board) shall be signed by the Chairperson of the Supervisory Board or any other person authorized by the Sole Participant. Employment contracts with members of the Management Board shall be signed by the General Director (Chairperson of the Management Board).

61. When performing their duties, members of the Management Board must act in the interests of the Partnership in good faith and reasonably.

62. Members of the Management Board may be held liable at the request of the Sole Participant for compensation for losses caused by them to the Partnership in accordance with the Laws.

63. Members of the Management Board of the Partnership shall not be allowed to:

1) without the consent of the Sole Participant, enter into transactions with the Partnership, aimed at obtaining property benefits from it (including contracts of donation, loan, gratuitous use, sale and purchase, etc.);

2) receive fees from the Partnership itself or from third parties for transactions concluded by the Partnership with third parties;

3) act on behalf of or in the interests of third parties in relations with the Partnership;

4) carry out entrepreneurial activities competing with the activities of the Partnership;

5) without the consent of the Supervisory Board, work in other entities, including as the head of the executive body or as a person individually performing the functions of the executive body of another legal entity.

The restrictions stipulated in sub-clauses 1)-3) of this clause shall also apply to the spouse, all direct descendants and ascendants, as well as brothers and sisters of a member of the Board.

64. General Director (Chairperson of the Management Board) shall:

1) head the Management Board of the Partnership;

2) represent interests of the Partnership;

3) act without a power of attorney on behalf of the Partnership in its relations with third parties, including the signing of contracts, guarantees subject to the procedure for their conclusion, agreement, approval and (or) issuance provided for by this Articles of Association;

4) issue powers of attorney to delegate his/her powers on the approval of internal regulatory documents, as determined by the Management Board, in accordance with sub-clause 7) of this clause of the Articles of Association, except for the regulations on units, job descriptions of the Partnership's employees, internal labor regulations;

5) issue powers of attorney for the right to represent the Partnership in its relations with third parties, including with the right of substitution, including the rights to conclude transactions specified in sub-clause 6) of this clause of the Articles of Association;

6) conclude transactions of non-property nature, transactions based on the results of procurement procedures duly conducted, as well as transactions or a set of interrelated transactions as a result of which property is acquired or alienated (may be acquired or alienated), the value of which is up to 8,000,000,000 (eight billion) tenge inclusive, except for the transactions attributed by the Laws and (or) the Articles of Association to the competence of other bodies of the Partnership.

7) In this case, the conclusion of transactions by the Partnership on the basis of the results of purchases made in an amount exceeding the threshold equivalent to 110,000,000 (one hundred and ten million) US dollars in tenge at the rate determined by the forecast of macroeconomic indicators (baseline scenario) in the relevant period, shall be subject to the approval of the Board of Directors of "NC "KazMunayGas" JSC;

8) approves internal regulatory documents as determined by the Management Board, including regulations on structural units, job descriptions of the Partnership's employees, and internal labor regulations;

9) organizes the implementation of resolutions of the Sole Participant, the Supervisory Board and the Management Board;

10) adopts resolutions on production issues of the internal activities of the Partnership;

11) issues orders on the appointment, transfer and dismissal of employees of the Partnership, within his/her competence determines the systems of remuneration, establishes the size of salaries and personal allowances, decides on issues of bonuses, takes incentives and imposes disciplinary penalties, except for members of the Management Board;

12) opens bank and other accounts of the Partnership, signs the payment documents of the Partnership;

13) ensures the implementation of current and long-term plans and programs of the Partnership;

14) is accountable for the activities of the Partnership to the Sole Participant and the Supervisory Board;

15) within the limits of his/her competence, issues orders, gives instructions that are binding on all employees of the Partnership;

16) convenes meetings of the Management Board and submits the necessary materials for consideration;

17) in his/her absence, assigns his/her duties to one of the members of the Management Board, and in the absence of members of the Management Board for valid reasons to the Deputy General Director of the Partnership on the basis of the order;

18) concludes and terminates, on behalf of the Partnership, employment contracts with employees of the Partnership, including members of the Management Board in accordance with the established procedure;

19) distributes the duties, as well as the areas of authority and responsibility of the leadership and management employees of the Partnership;

20) implements the personnel and social policy of the Partnership;

21) organizes work on the operational activities of the Partnership, including the implementation of financial, investment, industrial and economic, scientific, technical and other policies of the Partnership;

22) bears responsibility for the execution of the Business Plan, the Budget and the targeted use of the financial resources of the Partnership;

23) informs the Supervisory Board about all important events in the activities of the Partnership;

24) approves the annual training schedule for the employees of the Partnership;

25) adopts resolutions on all other issues related to the current activities of the Partnership and not attributed to the exclusive competence of the Sole Participant, the Supervisory Board and the Management Board.

65. By resolutions of the General Director (Chairperson of the Management Board), all or any of the powers of the General Director (Chairperson of the Management Board) specified in clause 64 of this Article of the Articles of Association may be delegated to employees of the Partnership in accordance with the established procedure by assigning them for the period of his/her temporary absence (vacation, business trip, etc.).

66. General Director (Chairperson of the Management Board) shall coordinate foreign business trips with the Chairperson of the Supervisory Board.

ARTICLE 11. AUDIT COMMITTEE (AUDITOR)

67. If necessary, to monitor the financial and economic activities of the Partnership, as well as the current state of its affairs, the Sole Participant may appoint an Audit Commission (Auditor) for a period determined by the Sole Participant, but not more than three (3) years.

68. Members of the Audit Commission (Auditor) may not simultaneously hold the position of General Director (Chairperson of the Management Board) or a member of the Management Board.

69. The Audit Commission (Auditor) may inspect the financial and economic activities of the Partnership at any time and for this purpose may have unconditional access to all documents of the Partnership. At the request of the Audit Commission (Auditor), members of the Management Board shall be obliged to give the necessary explanations verbally or in writing.

70. The Audit Commission (Auditor) shall conduct a mandatory audit of the financial statements of the Partnership prior to their approval by the Sole Participant. The Sole Participant may approve the financial statements without the conclusion of the Audit Commission (Auditor) or the opinion of the auditor, engaged in accordance with established procedure.

71. The work procedure of the Audit Commission (Auditor) shall be determined by the Articles of Association, as well as other documents regulating the internal activities of the Partnership.

72. The centralized Internal Audit Service of “NC “KazMunayGas” JSC may also exercise control over the financial and economic activities of the Partnership, assessment in the area of internal control, risk management, execution of documents in the area of corporate governance in order to improve the activities of the Partnership.

ARTICLE 12. FINANCIAL STATEMENTS AND AUDIT OF THE PARTNERSHIP

73. The financial year of the Partnership is the calendar year (from January 1 to December 31). The procedure of accounting and financial reporting of the Partnership shall be established by the laws of the Republic of Kazakhstan on accounting and financial reporting.

74. To verify and confirm the accuracy of the financial statements of the Partnership, as well as the current state of its affairs, the Partnership may engage an audit organization not related by property interests with the Partnership, the Management Board, the Supervisory Board or the Sole Participant (external audit).

The Sole Participant may demand an audit of the financial statements of the Partnership at its own expense.

75. If the Management Board avoids auditing the financial statements of the Partnership, when the audit is mandatory or when it is required by the Sole Participant,

the audit may be ordered by a court decision made on the request of any interested person or the Sole Participant.

76. The Partnership shall be responsible, in accordance with the Laws, for compliance with the procedure for keeping and reliability of accounting and reporting.

ARTICLE 13. DISTRIBUTION OF THE PARTNERSHIP'S NET INCOME

77. The income of the Partnership shall be determined based on the results of its activities for the year on the basis of financial statements.

78. Net income received by the Partnership based on the results of its activities for the year shall be distributed in accordance with the resolution of the Sole Participant on the approval of the results of the Partnership for the relevant year.

If necessary, the Sole Participant may approve the financial statements and distribute net income based on the results of the quarter.

The Sole Participant may adopt a resolution to exclude the net income or part thereof from the distribution to the Sole Participant.

79. The payment must be made by the Partnership in cash within one month from the date of the Sole Participant's resolution on the distribution of net income.

80. The Partnership shall have no right to distribute income to the Sole Participant prior to full payment of the entire authorized capital of the Partnership.

ARTICLE 14. REORGANIZATION, LIQUIDATION AND TERMINATION OF THE PARTNERSHIP

81. Reorganization, liquidation and termination of the activities of the Partnership shall be carried out as prescribed by and on the grounds provided for by the Laws.

ARTICLE 15. FINAL PROVISIONS

82. If one of the provisions of the Articles of Association becomes invalid, this shall not affect the remaining provisions. The invalid provision shall be replaced by a provision that is close in meaning and legally permissible.

83. All issues not regulated by the Articles of Association shall be regulated by the Laws.