**TYPICAL PARTNERSHIP AGREEMENT**

 Astana “\_\_\_” \_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2018

**The Association of Legal Entities «The Republican Association of Mining and Metallurgical Enterprises»** hereinafter referred to as **AMME**, represented by the Executive Director Nikolay Vladimirovich Radostovets acting on the basis of the Charter, on the one hand, and “\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_”, hereinafter referred to as “Partner”, represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, acting on the basis of the Charter, on the other hand, collectively referred to as the “Parties”,

*taking into account that*

The Association of Legal Entities “The Republican Association of Mining and Metallurgical Enterprises” has the intention and opportunity to assist the Partner in the development of activities, in particular:

* to protect economic and business interests of the Partner in the government agencies and organizations, commercial structures, and in relations with non-profit organizations;
* to assist in the promotion of products (goods, works, and services) of the Partner among the members of AMME and other interested parties;
* to assist in the invitation of authorized representatives of the Partner to participate in business events organized with the assistance of AMME;
* to represent the interests of the Partner in international organizations.

*concluded this agreement (hereinafter referred to as the Agreement) on the following.*

**1. Status of the Partner**

1.1.The Partner provides AMME with information about its bank details, types of activities, number of employees and other data according to the established form of the Partner’s profile, to be included in the AMME's Partner Registry.

1.2.The registry is published on AMME website, so information will be publicly available for all Internet users; it may be published in AMME periodicals and other publications for permanent advertisement of the Association's activities.

1.3.The Partner maintains its legal, financial, and economic independence in front of AMME; nothing in this Agreement is considered to be a joint venture, association (union), simple partnership, or any other association between AMME and the Partner, and both Parties operate independently under this Agreement , at their discretion and under their responsibility.

1.4. AMME is not responsible for obligations of the Partner, as well as the Partner is not responsible for obligations of AMME.

**2. Rights and obligations of the Partner**

2.1. The Partner has the right to:

1) benefit from the assistance and professional support of AMME, as well as the services provided by the Charter of AMME;

2) make suggestions for improving the work of AMME;

3) participate in the events of AMME;

4) provide AMME with information and materials about his/her company activities to advertise its services through the information resources available to AMME;

5) use information sources of AMME;

6) participate in the work of the Advisory bodies of AMME in directing its activities as an expert;

7) use other rights under this Agreement.

2.2.The Partner is obliged to:

1) comply with the provisions of this Agreement;

2) pay mandatory contributions in accordance with the terms of Article 4 of this Agreement;

3) contribute to creation of a positive image of AMME in the Republic of Kazakhstan and abroad;

4) carry out its activities on the principles of mutual respect for interests, integrity, rationality, and justice by avoiding cases of unfair competition, and violation of business etiquette;

5) inform AMME in case of re-registration, reorganization, change of address data, phone numbers, representatives of governing bodies, and bank details.

#### 3. Rights and obligation of AMME

#### 3.1.Under the terms of this Agreement, AMME:

1) assists in the development of entrepreneurial activities of the Partner by searching business partners, making contracts, organizing products and services sale, and other issues related to the activities of the Partner;

2) takes measures to protect and support rights and interests of the Partner in the government agencies, non-profit organizations, including relevant international organizations;

3) guided by the available information, informs the Partner about upcoming international, national, and regional events in the field of mining and metallurgy industry in the Republic of Kazakhstan and abroad during the term of the Agreement;

4) provides information and other services to the Partner in accordance with the statutory goals and objectives of AMME;

3.2. Inclusion of the Partner in the Partners Registry of AMME, publication and timely update of information about the Partner on the website of AMME (upon the fact of providing updated information by the Partner) is made by AMME based on the partnership fee without the charge of additional fees from the Partner.

3.3. The obligations of AMME under this Agreement arise after the conclusion of the Agreement and the receipt of contribution fee to the account of AMME as described in the Article 4 of the Agreement.

**4. Payment of fees**

4.1. The Partner pays AMME an annual partnership fee no later than 10 (ten) banking days since the date of conclusion of this Agreement, and thereafter pays annually after each calendar year from the date of the conclusion of this Agreement.

4.2. The amount of the partnership fee is set for one year in the amount, according to Appendix 1 to the Agreement.

4.3. Payment of fees is made to AMME settlement account in the national currency (KZT), and in US dollars for foreign partners. All costs associated with the payment transfer are borne by the Partner.

4.4. Contributions are directed exclusively to ensure the statutory activities of AMME.

**5. Validity of this Agreement**

5.1. The Partner is entitled, at its discretion, to unilaterally terminate this Agreement.

5.2. Termination of partnership with AMME may be initiated by AMME in case of non-fulfillment or improper fulfillment of obligations imposed by the terms of this Agreement by the Partner.

5.3. In cases described in the Articles 5.1-5.2 of this Agreement, the Partner is excluded from the AMME Partner Registry, and all fees paid by the Partner are not returned, and claims for requesting fees from AMME are not accepted.

5.4. This Agreement comes into force from the moment of its conclusion by the Parties and is valid for one calendar year. The Agreement is considered to be prolonged for the next calendar year if neither party notifies the other in writing of its intention to terminate the Agreement 1 (one) month before the date of expiry of the Agreement.

5.5. Termination of the Agreement may not serve as a basis for refusing the Partner to renew partnership with AMME in the future.

*Appendix 1*

**Approved**

**by the order of Executive Director of**

**The Association of Legal Entities “The Republican Association of Mining and Metallurgical Enterprises”**

**dated on 4 January 2017 № 1**

**Partnership fee rates\***

**for Partners of the Association of Legal Entities “The Republican Association of Mining and Metallurgical Enterprises” (AMME)**

|  |  |  |
| --- | --- | --- |
| **Type of enterprise** | **Characteristics** | **Fee rates****(per year)** |
| **for domestic partners** | **for overseas partners** |
| **Small businesses** | Legal entities with an average annual number of employees of not more than 50 people and an average annual value of assets not exceeding 60,000 MCI (monthly calculation index) | **230 000** **KZT**  | **700** **USD** |
| **Medium businesses** | Legal entities engaged in private entrepreneurship, not related to small and large businesses | **560 000****KZT** | **1700** **USD** |
| **Large businesses** | Legal entities engaged in private entrepreneurship and meeting one or two of the following criteria: the average annual number of employees is more than 250 people or the total value of assets for the year is more than 325,000 MCI (monthly calculation index) | **1 090 000** **KZT**  | **3300** **USD**  |

**\*specified partnership fee rates are valid until December 31, 2017.**

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| --- | --- |
| **The Association of Legal Entities “The Republican Association of Mining and Metallurgical Enterprises”:** | **Partner:** |
| **Legal address:**Republic of KazakhstanD. Kunaev str. 12/1 010000 Astana**Postal address:**Republic of KazakhstanD. Kunaev str. 12/1 010000 AstanaTRN 620300261753BIN 050840010084Beneficiary Code 18IIC: KZ06965T031202653768(KZT)BIC: IRTYKZKA Branch of JSC ForteBank AstanaCertificate of VAT registrationseries 62001 № 0029617 dated 02.07.2014Phone: +7 (7172) 689-601Fax: +7 (7172) 689-602Email: mail@agmp.kzWebsite: www.agmp.kz |  |
| Executive DirectorN.V. Radostovets\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(signature, stamp) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(signature, stamp) |