**SERVICE AGREEMENT №­­\_\_\_-14**

Almaty \_\_\_\_\_\_\_\_\_ 2014.

**«ASIA TURABI», LLP** (Statutary licence №ЮЛ-00772-(93052-1910-ТОО) №0131556 from 10.10.2008., issued by Registration service committee of the Ministy of Justice of the Republic of Kazakhstan, Statutary licence №ЮЛ-00774-(93052-1910-ТОО) №0131559 from 16.10.2008., issued by Registration service committee of the Ministy of Justice of the Republic of Kazakhstan), hereinafter referred to as **«Appraiser»**, represented by Director General, Yerseitov Y.R., acting on the basis of the Statute, of the one part, and **«\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_», LLP,** represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_., acting on the basis of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_., of the other part, hereinafter referred to as **«Customer»**, hereinafter collectively referred to as **«Parties»**, and individually as a **«Party»,** signed this service agreement (hereinafter referred to as **«Agreement»**) on the following basis

1. **Scope of the Agreement**

1.1. In accordance in the conditions of this Agreement the Customer assigns and pays upon, and the Appraiser executes the initiative/compulsary evaluation (hereinafter referred to as «Service») to identify a market price of **movable/immovable property,** wit (otherwise specified in Additional Contract to this Agreement):

1) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with an address at: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

- Title deeds for property being appraised:

* Technical certificate dating from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.;
* Sale-purchase agreement №\_\_\_ dating from \_\_\_\_\_\_\_\_\_\_\_\_.;
* Right of owneship act of the land №\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dating from \_\_\_\_\_\_\_\_\_\_\_\_\_.;

2) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with an address at: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

- Title deeds for property being appraised:

* Technical certificate dating from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.;
* Sale-purchase agreement №\_\_\_ dating from \_\_\_\_\_\_\_\_\_\_\_\_.;
* Right of owneship act of the land №\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dating from \_\_\_\_\_\_\_\_\_\_\_\_\_.;

with subsequent transfer to the Customer (hereinafter referred to as «Beneficiary») of prepared Evaluation report based on the results of Service rendered, which is valid at the time this Agreement is made.

1. **Timeline for provision of services**
	1. Timeline for provision of services shall not exceed \_\_ (\_\_\_) working days after fulfillment by the Customer of the following obligations:
		1. Providing to the Appraiser with all necessary documentation and information in compliance with the provisions of item 4.2.2. of the present Agreement;
		2. Ensuring to the Appraiser on-site visits to the subject property with intent of inspection of Property;
		3. Ensuring the payment in accordance with item 3.2. of the present Agreement.
	2. In case of impossibility of proper provision of Services and compiling of Evaluation report due to circumstances of insuperable force, as it is stated in item 7 of the present Agreement, or caused by the Customer, the timeline for provision of services is increased proportionally to the time required to the remedy of irregularities.
2. **Agreement price and volume commitments**
	1. Total value of Services of the present Agreement is **\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) KZT including VAT** (hereinafter – «Cost of service»).
	2. The remuneration of the Service provided by the Appraiser is made in a single payment by the Customer after the execution of the Agreement. The full payment is transfered to the bank account of the Appraiser according to the invoice raised by the Appraiser within 3 (three) bank days.
	3. In case of termination of the present Agreement initiated by the Customer, the Appraiser assures to return to the Customer the sum agreed upon in the article 3.1 of the present Agreement, deducting the factual expenditures accured.
3. **Rights and liabilities of the Parties.**
	1. **Appraiser assures to:**
		1. Execute the Services in a proper manner in accordance with the present Agreement and in accordance with the requirements of legislation of the Republic of Kazakhstan;
		2. While providing the Services comply with the requirements of the Act №109-II of the Republic of Kazakhstan «On valuation activity in the Republic of Kazakhstan» dating from 30.11.2000, as well as other legislative acts of the Republic of Kazakhstan, wit: Evaluation standard «Basic terms and definitions», signed into law by the Order №26 of the Ministry of Justice of the Republic of Kazakhstan on 28.01.2010; Requirements for the form and content of the evaluation report, approved by the Decree №327 of the Ministry of Justice of the Republic of Kazakhstan from 09.12.2010; Evaluation standard «Cost evaluation of the movable property», approved by the Decree №325 of the Ministry of Justice of the Republic of Kazakhstan from 09.12.2010; Evaluation standard «Real estate cost evaluation», approved by the Decree №326 of the Ministry of Justice of the Republic of Kazakhstan from 09.12.2010;
		3. Immediately inform the Customer about the cases of incapability of proper execution of this Agreement, including the cases of discovery during provision of the Services of inconsistencies in the Customer’s documents with the current legislation of the Republic of Kazakhstan, or deficiency of the documents necessary for the proper provision of the Services.
		4. Within the period prescribed in paragraph 2.1. of this Agreement provide the Services and to deliver to the Customer in one original copy the Evaluation Report that meets the requirements of legislative acts in the field of valuation and assessment, as well as corresponding to the valuation regulations established in the Republic of Kazakhstan, sign the work completion certificate and provide an invoice.
	2. **The Customer agrees to:**
		1. Pay for the Services provided in accordance with the terms of this Agreement;
		2. Provide to the Appraiser the documentation necessary for the provision of the Services, provide the information about the Objects of evaluation requested by the Appraiser in a written form, and ensure on-site visit to the location of the evaluation Object and access for its inspection.
		3. Promptly notify the Appraiser about emergence and changes in circumstances that could affect the proper execution of the Appraiser’s obligations and/or Services under this Agreement.
	3. **Appraiser is entitled to:**
		1. Request and receive from the Customer documents necessary for the implementation of the terms of this Agreement, and information known to him.
	4. **Customer is entitled to:**
		1. To withdraw from the contract. In this occasion the payment for the Services shall be returned or held by the Appraiser in accordance with the terms prescribed in paragraphs 3.4. or 3.5., as applicable.
		2. Monitor the progress of the provision of the Services, without interfering in the economic activities of the Appraiser;
		3. Demand written reports from the Appraiser about the course of the provision of the Services;
		4. Demand a quality and trustworthy fulfillment of the responsibilities under this Agreement;
		5. Get acquianted with legislative acts on which the Report is based as well as with the conclusions of the Appraiser;
		6. Have other rights arising from this Agreement and the applicable laws of the Republic of Kazakhstan.
4. Confidentiality
	1. The Parties undertake reciprocal obligations of confidentiality and shall not disclose to third parties information related to the implementation of Parties' obligations under this Agreement.
	2. In the context of this Agreement the following information is confidential:

5.2.1. form and content of the Agreement, contracts and agreements signed between the Parties and other legal entities and individuals;

5.2.2. prices, incomes, all types of work and/or services executed by the Parties;

5.2.3. results of financial and economic activities of the Parties;

5.2.4. other information that the Parties may consider confidential.

1. Liabilities of the Parties.

6.1. Parties are responsible for any failure to perform or improper execution of the assumed obligations under this Agreement in accordance with the laws of the Republic of Kazakhstan.

6.2. In case of total or partial failure of the contract by one Party, the latter is obliged to fully compensate to the other Party the incurred loss.

6.3. Appraiser is liable for:

а) improper and untimely execution of the obligations under this Agreement and under the existing law;

b) untimely and improper work and Services provided;

c) the safety and integrity of the documents and other information provided to him to execute evaluation (copies).

6.4. Customer is liable for:

а) completeness and accuracy of the documents and other information provided to the Appraiser to conduct the evaluation, the consequences for providing false information.

6.5. In case of change of the existing laws and regulations during the provision of Services or deviations from standards, subject to special agreement and resulting from an officially expressed demand by the Customer, the mutual responsibility of the Customer and the Appraiser is documented in a separate protocol with the distribution of responsibilities, liabilities and expenses.

6.6. In case of violation by the Appraiser of the timelines for provision of Services under this Agreement, the Appraiser shall pay to the Customer the fine to the amount of 0.1% of the total Cost of Services under this Agreement for each day of the delay, but not exceeding 10% of the total cost of Services.

6.7. In case of violation by the Customer of the payment due date, the Customer shall pay to the Appraiser the fine to the amount of 0.1% of the total Cost of Services under this Agreement for each day of the delay, but not exceeding 10% of the total cost of Services.

6.8. Payment of penalties or compensation of damages does not relieve the guilty Party from the execution of work.

1. Force majeure events
	1. In cases when the execution of this Agreement becomes impossible due to the events and circumstances for which the Parties are not responsible, such as natural disasters, riots, publication of legislative acts that impede the fulfillment of obligations under this Agreement, and the like, the execution of this Agreement is postponed for reasonable time. The onset of such events must be confirmed by appropriate documents issued by the competent authorities.
	2. The Party that encountered such circumstances shall immediately notify the other Party. If these circumstances continue for more than one month, the Parties may terminate this Agreement, and the Appraiser shall refund the amounts paid by the Customer in the amount of default under this Contract.
2. Dispute resolution
	1. All disputes that may arise between the Parties under or in connection with this Agreement are resolved by means of negotiations.
	2. When no settlement of disputes in the negotiation process is achieved within 15 (fifteen) calendar days, the disputes shall be resolved in the courts in accordance with the laws of the Republic of Kazakhstan.
3. Final provisions.
	1. This Agreement shall enter into force upon signature and shall be valid until the Parties fulfill all obligations under this Agreement.
	2. All amendments to this Agreement shall be valid when done in writing and signed by authorized representatives of the Parties.
	3. The Parties shall see other matters which are not covered under this Agreement to be regulated by the legislation of the Republic of Kazakhstan.
	4. This Agreement is made and signed in two (2) copies of equal legal force, one copy for each Party.

10. Address and bank information of the Parties

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| **Appraiser:**«Asia Turabi» LLP85, Kabanbai batyra Str, of.202, AlmatyTax number 600 400 596 788 BIN 080740003727 Bank account KZ179261802148563000In Almaty branch of «Kazcom», JSCSwift KZKOKZKX**Director General**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Yerseitov Y.R.** Stamp  | **Customer:****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Tax number BIN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Bank account Bank Swift **\_\_\_\_\_\_\_\_\_\_\_**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** Stamp  |