

**AGREEMENT**  
**on the provision of customs brokerage services**

No. 116/2024/

“ ” 2024

Kazakhstan, city of Almaty

represented by the Director, Mr. \_\_\_\_\_, acting on the basis of the Charter, hereinafter referred to as the “Customer”,

and

**EMEX LLP**, an official licensee of Federal Express Corporation (FedEx), represented by the Chief Executive Officer T.A. Vorobyova, acting on the basis of the Charter, hereinafter referred to as the “Representative”, providing services in accordance with the Order of the CTC of the Ministry of Finance of the Republic of Kazakhstan No. 116 dated March 14, 2017 “Concerning Inclusion in the Register of Customs Representatives”, have entered into this Agreement as follows:

**1. Subject of the Agreement**

1.1. The Customer shall instruct, and the Representative shall undertake to perform on its own behalf and on behalf of the Customer actions for customs clearance of the Customer’s goods transported through the FedEx and EMEX network across the EEC border, as well as other actions for the implementation of the procedure for customs transit of the Customer’s goods in accordance with the Code of the Republic of Kazakhstan “Concerning Customs Regulation in the Republic of Kazakhstan”, in relation to the Customer’s goods and vehicles (hereinafter referred to as the Cargo) on the terms and conditions provided for by this Agreement and in accordance with the Code of the Republic of Kazakhstan “Concerning Customs Regulation in the Republic of Kazakhstan”.

**2. Rights and Obligations of the Parties**

2.1. Rights and obligations of the Customer:

2.1.1. Provide the Representative with the documents necessary for customs clearance (contracts, invoices, translations, certificates, registration documents, warranty obligations from the recipient, etc.) in advance in accordance with the requirements of Article 179 of the Code of the Republic of Kazakhstan “Concerning Customs Regulation in the Republic of Kazakhstan”.

2.1.2. Pay the necessary customs duties and taxes before submitting the customs declaration on the basis of a copy of the Goods Declaration provided to the Customer, or entrust the payment of customs duties and taxes to the Representative according to the tariffs and services of the Customs Representative. The Representative shall commence the performance of his/her duties under this Agreement after providing documentary evidence of the payment made.

2.1.3. The Customer shall reimburse the Representative for any additional documented expenses related to customs declaration.

2.1.4. When arranging the payment of customs duties by the Representative at the request of the Customer, the Customer pays the Representative a commission in the amount of 10% of the amount of paid customs payments for the use of his own funds.

2.1.5. The Customer shall undertake to reimburse the Representative for possible documented amounts of penalties imposed on the Representative by the customs authorities as a result of:

\* *providing inaccurate or unreliable information;*

\* *providing by the Customer of copies of documents that do not correspond to the originals;*

\* *in other cases of application of penalties to the Representative through the fault of the Customer.*

These amounts shall be paid by the Customer on the basis of a separate invoice of the Representative no later than 5 (five) banking days from the date of receipt thereof.

2.1.6. Provide reliable information regarding the goods cleared by the Representative, in accordance with Article 150 of the Code of the Republic of Kazakhstan “Concerning Customs Regulation in the Republic of Kazakhstan”, as well as bear full responsibility in case of inaccurate information; compensate for the damage caused to the Representative by inaccurate information, failure to pay customs duties and taxes on time, untimely submission of documents provided for by Article 179 of the Code of the Republic of Kazakhstan “Concerning Customs Regulation in the Republic of Kazakhstan”.

2.1.7. The Customer undertakes to pay for the services of the Representative in a timely manner in accordance with the invoices issued.

2.1.8. The Customer undertakes to comply with the terms of storage of the cargo under customs control.

2.1.9. In case of cancellation of the service, immediately notify the Representative thereof and reimburse the costs associated with the start of customs clearance.

2.2. Rights and obligations of the Representative:

2.2.1 Advise the Customer on the package of documents required for customs clearance of the cargo, according to the data and information provided by the Customer on the quality and quantity, characteristics of the cargo, explain to the Customer the requirements of the customs legislation of the Republic of Kazakhstan.

2.2.2. Ensure customs clearance of the cargo in the customs regime selected by the Customer in accordance with the legislation, the Code of the Republic of Kazakhstan “Concerning Customs Regulation in the Republic of Kazakhstan”, within the terms provided for by the Code of the Republic of Kazakhstan “Concerning Customs Regulation in the Republic of Kazakhstan”.

2.2.3. At the request of the Customer, with the assistance of the latter and for an additional fee, obtain permits, other documents issued by state bodies carrying out various types of control in relation to the declared goods.

2.2.4. The Representative has the right not to start customs clearance until the Customer provides a full package of documents necessary for this procedure. The Representative shall not be liable for the costs incurred due to the delay associated with the Customer’s consideration of the contract, as well as the preparation by the Customer of the package of documents required for customs clearance.

2.2.5. The Representative reserves the right to return the cargo to the Sender if, through the fault of the Customer, the cargo is not placed under the customs procedure within 45 calendar days from the date of arrival and there is no written notification from the Customer about the intention to extend the storage period of the cargo.

2.2.6. The Representative has the right to arrange the delivery of goods in the territory of the Republic of Kazakhstan for an additional fee in accordance with the tariffs for delivery in the Republic of Kazakhstan effective on the day of organization of transportation.

**3. Payment**

3.1. The Customer shall pay for the services of the Representative on the terms of full 100% (one hundred percent) advance payment according to the invoice issued by the Representative, within 3 (three) banking days after receipt of the invoice by the Customer at the rates specified in the Price List, which is an Appendix to this Agreement.

Bank details will be provided on the invoices issued.

3.2. The Representative has the right not to issue the executed documents until the payment for the services is confirmed.

- 3.3. In the event that the customs authorities adjust the customs value and the amount of customs payments and taxes increases, the Customer is obliged to reimburse the amounts of customs payments and taxes paid by the Representative on the basis of payment documents provided by the Representative within 5 (five) banking days.
- 3.4. Confirmation of the Representative's expenses related to customs clearance of the Cargo and other services provided under this Agreement shall be carried out by the Representative by providing the Customer with the relevant documents.
- 3.5. Payment under this Agreement may be made by a third party in agreement with the Representative.
- 3.6. Payment of customs duties and taxes shall be made by the Customer no later than the day of registration of the Goods Declaration.
- 3.7. The services of the warehouse where the goods are placed are paid by the Customer according to the existing prices of this warehouse, in the manner and terms established at the warehouse.
- 3.8. The Representative has the right to change the tariffs for the services provided by notifying the Customer in writing (including by e-mail) 10 (ten) business days in advance.

#### **4. Liability of the Parties.**

- 4.1. The Customer bears full responsibility to the customs authorities for the submitted documents and for the compliance of the cargo with the submitted documents from the moment of release of goods and vehicles under a certain customs procedure.
- 4.2. Responsibility for non-payment, for incomplete and untimely payment of customs taxes and payments, both at the time of customs clearance and after the release of goods, is borne by the Customer in accordance with the current legislation of the Republic of Kazakhstan.
- 4.3. In case of non-provision and/or untimely provision by the Customer of all documents necessary and sufficient to the Representative for customs clearance of the cargo and provision of other services, in case of errors, inconsistencies or unreliable, insufficient information in the provided documents, in case of non-payment of mandatory payments to state bodies, organizations, institutions in advance, the Customer assumes the risk associated with the delay in customs clearance of cargo and other services provided by the Representative, their quality and reliability, including, but not limited to, payments and penalties that may arise in case of excess storage of cargo and prosecution under customs and other legislation, payment of penalties, fines, forfeits or compensation for losses, do not release the Parties from fulfilling their obligations under this Agreement.
- 4.4. The Representative shall be liable to the Customer in case of his fault in the manner prescribed by the current legislation of the Republic of Kazakhstan.
- 4.5. In accordance with the requirements of Article 30 of the Code of the Republic of Kazakhstan "Concerning Customs in the Republic of Kazakhstan", the Representative shall not be liable for customs operations related to compliance with the requirements and conditions, declared customs procedures, as well as other obligations that in accordance with the customs legislation of the Customs Union and (or) the Republic of Kazakhstan are imposed only on the person represented by him.
- 4.6. The Representative shall not be liable for untimely declaration, provision of documents and presentation to the customs authorities of the Cargo subject to customs clearance in accordance with the current customs legislation of the Republic of Kazakhstan and the customs regime declared by the Customer, in case of non-compliance by the Customer with any obligations under this Agreement.
- 4.7. The Customer shall be liable for non-compliance with the requirements provided for by the Agreement, including for the untimely provision, inaccuracy and incompleteness of the information, information and documents provided to the Representative for the purposes of customs clearance and the provision of other services under this Agreement, and shall reimburse the Representative for such losses, including penalties imposed by the customs authority on the Representative as a result of the Customer's provision of incomplete and/or inaccurate information in respect of the cargo being declared.
- 4.8. The Customs Representative shall not be liable for untimely declaration, provision of documents and presentation to the customs authorities of goods subject to customs clearance in accordance with the current customs legislation of the Republic of Kazakhstan and the customs regime declared by the Customer, in case of non-compliance by the Customer with any obligations under this Agreement.
- 4.9. The Customer undertakes to immediately, no later than the end of the next business day from the date of receipt of the report on the results of the customs inspection, if it indicates violations in the field of customs committed during customs clearance carried out by the Representative under this Agreement, to send a copy of the act on the results of the customs inspection to the Representative's e-mail specified in Clause 8.7. of this Agreement.
- 4.10. The Customer undertakes to immediately, no later than the end of the next business day from the date of receipt of the notice of payment of debts on customs payments, taxes and penalties, to send a copy of such notice to the fax and e-mail address of the Customs Representative specified in Section 8 of this Agreement.
- 4.11. In the event that the grounds for additional accrual of customs duties and taxes are revealed in the course of customs control, the Representative and the Customer shall negotiate to establish the guilt of each of the Parties in violation of customs legislation in terms of incorrect calculation, incompleteness and untimely payment of customs duties and taxes. Negotiations on this issue shall be completed no later than 2 (two) working days before the end of the period established in the notification of the customs authority for the payment of debts on customs duties and taxes.
- 4.12. In the absence of the Representative's fault, the Customer guarantees that he will fulfill the obligation to pay customs duties and taxes solely within the time limits established in the notification of the customs authority.
- 4.13. If, in the absence of the Representative's fault in the incorrect calculation of customs duties and taxes, the customs authorities apply measures of compulsory collection of the Customer's debt to the Representative, the Customer undertakes to reimburse the losses that the Representative incurs in connection with the application by the customs authorities of methods to ensure the repayment of the debt. In this case, the Customer undertakes to transfer the amount recovered from the latter to the Representative's current account within 1 (one) business day from the date of receipt of the notification from the Representative. In case of violation of the terms of reimbursement of losses, the Representative has the right to charge the Customer a penalty in the amount of 5% (five percent) for each day of delay in the fulfillment of the obligation to reimburse the collected debt on customs payments and taxes.
- 4.14. If the Customer decides to appeal against the notice of payment of debts on customs duties and taxes, he is obliged to involve the Representative in the court proceedings as a third party making independent claims.
- 4.15. If, as a result of negotiations conducted in accordance with Section 6 of this Agreement, the Parties fail to reach an agreement on the issue of identifying the guilty person in the incorrect calculation of customs duties and taxes, the Customer undertakes to appeal the notification of the customs authority in a timely manner and thereby refer the dispute resolution to the court.
- 4.16. When resolving a dispute in court, the Parties undertake, without prior written agreement of the other Party, not to recognize as justified the act of customs inspection, notifications on the repayment of debts on customs payments, taxes and penalties and not to perform other actions that could express direct or indirect recognition of the validity of the accrual of additional customs duties and taxes.
- 4.17. In any case, the Customer is obliged to provide the Representative with copies of documents related to customs operations performed by the Representative within 1 (one) business day from the date of receipt of the relevant request from the Representative.
- 4.18. The Representative is not responsible for the Customer's actions in relation to the goods after the completion of the customs transit procedure.
- 4.19. Payment of penalties, fines, forfeits or compensation for losses does not release the parties from the fulfillment of obligations under this Agreement.

4.20. The Parties may not transfer their obligations in whole or in part without the prior consent of the other Party.

### 5. Force Majeure Circumstances

5.1. Force majeure means a force that is beyond the control of a Party, which may cause a Party to fail to fulfill the terms of this Agreement.

5.2. This failure is not the result of a Party's negligence in the event that the Party was unable to overcome the force majeure force by reasonable means available. Force majeure events include hostilities, insurrections, strikes and other industrial disturbances, fires, earthquakes, lightning, uncharacteristically severe weather conditions, storms, floods, explosions, accidents. Government prohibitions, government delays or inaction, significant changes in the legislation of the Republic of Kazakhstan in the field of customs that prevent the Representative from fulfilling its obligations.

5.3. A Party for which it is impossible to perform the Agreement shall immediately notify the other Party of the occurrence and termination of circumstances preventing the performance of the Agreement. The circumstances of force majeure must be confirmed by the documents of the relevant authorities.

### 6. Dispute Resolution

6.1. The Parties will take all measures to resolve disputes and disagreements arising during the execution of this Agreement through joint negotiations.

6.2. In the event of insurmountable disagreements under this Agreement, the dispute will be considered in court in accordance with the legislation of the Republic of Kazakhstan.

6.3. If the Parties fail to reach an agreement on the settlement of disputable issues during the negotiations, the dispute shall be transferred to the Specialized Inter-District Economic Court of Almaty for consideration in accordance with the legislation of the Republic of Kazakhstan.

6.4. Telegraphic, facsimile, e-mail messages and telex notices have the corresponding legal value in subsequent disputes, including arbitration and judicial bodies between the Parties to this Agreement.

### 7. Miscellaneous

7.1. In case of non-provision and/or untimely provision by the Customer of all documents necessary and sufficient for the Representative to carry out customs clearance of cargo and provision of other services, in case of errors, inconsistencies or unreliable, insufficient information in the submitted documents, in case of non-payment of mandatory payments to state bodies, organizations, institutions in advance, the Customer assumes the risk associated with the delay in customs clearance cargo and the provision of other services by the Representative, their quality and reliability, including, but not limited to, payments and penalties that may arise in case of excessive storage of cargo and prosecution under customs and other legislation.

7.2. The rates specified in the Price List, which is an Appendix to this Agreement, are valid if the Customer provides all the documents necessary and sufficient for the Representative to carry out customs clearance of the cargo and provide other services related to customs clearance, receipt and delivery of the cargo.

7.3. With respect to the terms and conditions not regulated by this Agreement, the Parties will be guided by the current legislation of the Republic of Kazakhstan.

7.4. This Agreement is drawn up in the Russian language in two copies for each of the Parties.

7.5. This Agreement enters into force from the moment of its signing by the Parties and is valid until 31.12.2024.

7.6. The Parties have the right to unilaterally terminate the Agreement ahead of schedule by notifying the other Party in writing 1 (one) month in advance of the termination of their obligations. During this month, the Parties settle their obligations.

7.7. The Parties agree that on the basis of Article 152 of the Civil Code of the Republic of Kazakhstan, the use of facsimile copying of the signature is allowed when concluding the Agreement.

### 8. Legal addresses and signatures of the Parties

#### REPRESENTATIVE

#### EMEX LLP

TRN 600900535674, BIN 040440000893

Address: Almaty, Suyunbai Avenue 89B

(KZT) - KZ39722S000006587768, "Kaspi Bank" JSC, BIC CASPKZKA

VAT Certificate series 60001 No. 0039429 dated 13.12.2012.

Tel. 3563800, Fax: 3563803

CCEA: 53200, OKPO EMEX LLP - 40238199

Chief Executive Officer

\_\_\_\_\_ T.A. Vorobyova

#### CUSTOMER

1. Company Name
2. BIN
3. Legal address
4. Actual address
5. Bank and bank account (current account)
6. Tel.
7. E-mail

**Appendix No. 1 to the Agreement 116/2024/**  
**Price list for the services of the Customs Representative:**  
**Almaty, “ ” 2024**

Seq.No.	Name of works	Cost in KZT, VAT incl.
1.	Customs clearance of postal import (IM40), export (EC10) cargo arriving by FEDEX, TNT including: preparation of goods declaration (main sheet) and customs brokerage services in 3-10 working days	70 000
2.	Customs clearance of postal import (IM40), export (EK-10) cargoes of other courier services, including: preparation of a Goods Declaration (main sheet) and services of a customs representative in 3-10 working days	80 000
3.	Customs clearance of air, road, railway, import, export cargoes, including: preparation of a declaration for goods (main sheet) and services of a customs representative in 3-10 working days	100 000
4.	- Supplementary sheet to the Goods Declaration	3 000
5.	Adjustment of Goods Declaration after Conditional Release (CDC)	30 000
6.	Determination of the CN code for one product	1000
7.	Organization and conduct of customs inspection	50 000
8.	Obtaining documents at the temporary storage warehouse, from the carrier	15 000
9.	Receiving/delivering cargo to temporary storage warehouses	15 000
10.	Opening/Closure of TIR Carnet/Transit Declaration	25 000
11.	Carrying out credit at the railway station (for one vehicle)	20 000
12.	Registration of approvals, permits in various government agencies (NSC, KT, KIR, certification)	from 20 000 + 1000 KZT for each additional item
13.	Obtaining a quarantine inspection report	25 000
14.	Preparation of a technical description for one product	5 000
15.	Delivery of cargo within Almaty: - up to 50 kg (for cargo, the volume of which allows it to be transported in a personal vehicle)	15 000
16.	- from 51-500 kg	10 000 KZT/hour, but not less than 20 000
17.	- from 500 kg and above	from 30 000
18.	Delivery of one container	from 100 000
19.	Manual unloading at the place of delivery: - up to 50 kg	10 000
20.	- from 51-500kg	30 000
21.	- from 501 and above	100 KZT/kg, but not less than 50,000
22.	Registration of TPO (Customs Payment Order)	20 000
23.	Execution of an application (for postal cargo with a customs value of no more than 200 Euros), according to Appendix No. 3 to the Decision of the Customs Union Commission dated May 20, 2010 No. 263	20 000 + 1000 KZT for each additional item
24.	Additional name in the application, according to Appendix No. 3 to the Decision of the Customs Union Commission dated May 20, 2010 No. 263	1000
25.	Execution of a declaration for goods for express cargo (register), in accordance with the Decision of the EEC Board No. 142 dated August 28, 2018), without payment of customs duties	20 000 + 1000 KZT for each additional item
26.	Consulting services on customs clearance and foreign economic activity	from 10000 per hour
27.	Translation of documents from English into Russian in 1 page	3000
28.	Preparation of a package of documents for customs declaration, compensation for the organization of storage within 7 (seven) calendar days from the date of notification and loading and unloading operations at the temporary storage warehouse for one import mail FEDEX, TNT.	10 000
29.	Compensation for additional storage for each additional 7 (seven) calendar days of one FEDEX, TNT import item weighing up to 50 kg	6 000
30.	Reimbursement for storage services of imported FEDEX, TNT items weighing more than 50 kg for 1 (one) calendar day. The tariff is applied from the 8th (eighth) calendar day from the date of the first notification	70 KZT per kg

These rates are valid when the customs representative receives a full package of documents necessary for the performance of the work. Rates include VAT. Customs duties and taxes are not included.

In case of payment by the Customs Representative of the temporary storage warehouse, regulatory authorities, the Customer shall reimburse the Customs Representative for the amounts paid, as well as compensation for administrative expenses when organizing the payment of customs duties in the amount of 10% of the amount paid.

**REPRESENTATIVE**

**EMEX LLP**

TRN 600900535674, BIN 040440000893

Address: Almaty, Suyunbai Avenue 89B

(KZT) - KZ39722S000006587768, “Kaspi Bank” JSC, BIC CASPKZKA

VAT Certificate series 60001 No. 0039429 dated 13.12.2012.

Tel. 3563800, Fax: 3563803

CCEA: 53200, OKPO EMEX LLP - 40238199

Chief Executive Officer

T.A. Vorobyova

**CUSTOMER**

8. Company Name

9. BIN

10. Legal address

11. Actual address

12. Bank and bank account (current account)

13. Tel.

14. E-mail