Permanent International Arbitration Court
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is the full legal successor to the rights and obligations of the Permanent Arbitration “Grand Jury of Kazakhstan” by virtue of the decision of the Founder dated 22.10.2026,

which, in turn, is the full legal successor to the rights and obligations of the permanent Arbitral Tribunal (Treteyskiy Sud) “Grand Jury of Kazakhstan”,
by virtue of the next stage of the reform and the Law of the Republic of Kazakhstan “On Arbitration” of 2016

“Approved”
by the Decision of the Founder
dated 22 October 2026

RULES
of the Permanent International Arbitration Court
“Grand Jury of Kazakhstan”

Section I. GENERAL PROVISIONS

Article 1. Competence

1. The Permanent International Arbitration Court “Grand Jury of Kazakhstan” (hereinafter, the “Arbitration Court”) is an independent permanent arbitration institution operating in accordance with the Law of the Republic of Kazakhstan “On Arbitration” dated 8 April 2016 (the “Law on Arbitration”), other legislative acts of the Republic of Kazakhstan and applicable international treaties.

2. By agreement of the parties, disputes arising from civil-law relations between individuals (including individual entrepreneurs) and/or legal entities may be referred to the Arbitration Court, regardless of their place of residence or location within the Republic of Kazakhstan or abroad.

3. The Arbitration Court considers disputes where there is a written arbitration agreement. An arbitration agreement is deemed to be concluded in writing if it is contained as an arbitration clause in a document signed by the parties, or concluded by an exchange of letters, telegrams, telephone messages, faxes, electronic documents or other documents identifying the parties and the content of their expressed will.

Such an agreement is recognised as legally valid irrespective of the validity of the contract of which it forms part. The conclusion by the parties of an agreement to refer a dispute to the

Arbitration Court for consideration (resolution) means that the parties accept these Rules, with all supplements and amendments in force at the time the statement of claim is filed, before the commencement of the arbitral proceedings.

4. An agreement to refer a dispute to the Arbitration Court is also deemed to be concluded in writing where the claimant has filed a statement of claim with the Arbitration Court and the respondent has submitted a statement of defence that contains no objection to the consideration of the dispute by the Arbitration Court.

5. The Arbitration Court shall itself decide whether or not it has the authority (jurisdiction) to consider a dispute referred to it, including where one of the parties objects to the arbitral proceedings on the ground that the arbitration agreement is invalid.

6. If, when considering its competence, the Arbitration Court issues an order that the arbitral tribunal lacks authority to consider the dispute, the arbitral tribunal may not consider the dispute on the merits.

Article 2. Waiver of the right to rely on these Rules.

Any party that knows that any provision or requirement of these Rules has not been complied with and nevertheless continues to participate in the arbitral proceedings without promptly stating its objection to such non-compliance shall be deemed to have waived its right to object.

Section II. ORGANISATION AND ACTIVITIES

Article 3. Arbitrators

1. Arbitrators are chosen or appointed in accordance with these Rules from among persons having the necessary special knowledge in the resolution of disputes within the competence of the Arbitration Court. In performing their functions, Arbitrators shall be impartial and independent. They are not representatives of the parties.

2. An Arbitrator shall be an individual who has no direct or indirect interest in the outcome of the case, is independent of the parties, has consented to perform the duties of an Arbitrator, has reached the age of thirty, holds a higher education degree and has at least five years of professional experience.

3. An Arbitrator deciding a dispute as a sole arbitrator must hold a higher legal education degree. Where a dispute is decided by a panel, the presiding arbitrator of the arbitral tribunal must hold a higher legal education degree. By agreement of the parties, a citizen of the Republic of Kazakhstan, a foreign national or a stateless person may be chosen as an Arbitrator.

4. The following persons may not be an Arbitrator:

1) a person elected or appointed as a judge in accordance with the procedure established by the law of the Republic of Kazakhstan;

2) a person declared by a court, in accordance with the procedure established by the law of the Republic of Kazakhstan, to be legally incapable or of limited legal capacity;

3) a person with an outstanding or unexpunged criminal record, or a person charged with a criminal offence;

4) a civil servant, a deputy of the Parliament of the Republic of Kazakhstan, a deputy of a maslikhat working on a permanent or full-time basis paid from the state budget, or a military serviceman.

5. A person accepting the functions of an Arbitrator shall complete and sign a declaration of acceptance of the functions of an Arbitrator and of independence from the parties, in the form approved by the Arbitration Court, and shall inform the Arbitration Court in writing of any circumstances that may give rise to justifiable doubts as to his or her impartiality or independence in connection with the dispute in which he or she is expected to participate. An Arbitrator shall promptly inform the Arbitration Court of any such circumstance that becomes known to him or her later in the course of the arbitral proceedings.

6. The Arbitration Court approves a list of Arbitrators for a term of five years, stating each Arbitrator’s first name, surname and patronymic (if any), education, field of expertise or

specialisation, academic degree and title (if any), work experience with the place of work, position and period of employment, knowledge of foreign languages, and the number of cases considered.

If no new list of Arbitrators has been approved upon expiry of that term, the previously approved list of Arbitrators remains in force until a new list of Arbitrators is approved. The list of Arbitrators is published on the website of the Arbitration Court (www.kazcourt.kz).

7. The functions of Arbitrators may also be performed by persons not included in the list of Arbitrators, unless otherwise provided by these Rules.

Article 4. Chairman and Deputy Chairman of the Arbitration Court

1. The Chairman of the Arbitration Court is appointed by the founder of the Arbitration Court; the Deputy Chairman is appointed by the Chairman of the Arbitration Court. The Chairman and the Deputy Chairman of the Arbitration Court may be persons who are not its employees.

2. The Chairman of the Arbitration Court represents the Arbitration Court in its relations within the country and abroad.

3. The Chairman of the Arbitration Court performs the functions provided for by these Rules.

4. The functions of the Deputy Chairman of the Arbitration Court are determined by the Chairman of the Arbitration Court. In the absence of the Chairman of the Arbitration Court, his or her functions are performed by the Deputy Chairman.

Article 5. Seat of the Arbitration Court and place of hearings

1. The seat of the Arbitration Court and the place of hearings is the city of Almaty, Republic of Kazakhstan.

2. The parties may agree to hold hearings elsewhere in the Republic of Kazakhstan or abroad. In such a case, all additional costs arising from holding hearings outside the city of Almaty shall be borne by the parties to the dispute. The Arbitration Court may require the parties to provide in advance an appropriate guarantee of reimbursement of such costs.

Article 6. Confidentiality

The Chairman, the Deputy Chairman, the Arbitrators, the staff of the secretariat of the Arbitration Court and other participants in the arbitral proceedings shall not disclose information that has become known to them about disputes resolved by the Arbitration Court without the consent of the parties or their legal successors.

Article 7. Submission of documents

1. All documents relating to the commencement and conduct of the arbitral proceedings shall be submitted by the parties to the Arbitration Court.

2. The documents referred to in paragraph 1 of this Article, except for written evidence, shall be submitted in the language of the contract, in the language in which the parties corresponded with each other, or in Russian. The Arbitration Court may, at its discretion or at the request of a party, require the other party to provide a translation into Kazakh or Russian of the documents it has submitted, or arrange such a translation at that party's expense.

Article 8. Language of the hearing

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

Article 9. Time limit for the proceedings

The Arbitration Court shall take measures to ensure that the proceedings are, where possible, completed within no more than thirty days from the date of constitution of the arbitral tribunal (the

choice or appointment of a sole Arbitrator). In exceptional cases this time limit may be extended by decision of the Chairman of the Arbitration Court.

Article 10. Sending and delivery of documents

1. Copies of all documents, materials and information submitted to the Arbitration Court by one party shall be transmitted by that party to the other party within seven calendar days from the date they are sent to the Arbitration Court.

2. Documents are sent to the addresses specified by the parties in the contract. The parties shall promptly notify the Arbitration Court of any changes to previously specified addresses.

3. The Arbitration Court itself sends summonses, arbitral awards and orders by registered mail with acknowledgement of receipt or by any other means that records the attempt to deliver the item concerned.

4. Other documents are provided by the Arbitration Court at the request of the parties. Such documents may be sent by registered or ordinary mail, by telephone message or telegram, or by text message to the mobile phone number or to the e-mail address specified by the parties.

5. Any of the above documents may equally be delivered or handed over in person against signature.

6. Unless otherwise agreed by the parties:

1) any written communication is deemed to have been received if it is delivered to the addressee personally, at his or her permanent place of residence or postal address; where these cannot be found after making a reasonable inquiry, a written communication is deemed to have been received if it is sent to the last known location by registered mail with acknowledgement of receipt, by telephone message or telegram, by text message to the mobile phone number or e-mail address, or by any other means of communication that records the communication or the attempt to deliver the item concerned;

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

Article 11. Calculation of time limits

For the purpose of calculating time limits under these Rules, a time limit begins to run on the day following the receipt of a notice, notification, communication or proposal.

If the last day of a time limit falls on an official holiday or a non-working day at the residence or place of business of the addressee, the time limit is extended until the next working day. Official holidays or non-working days occurring during the running of the time limit are included in calculating it.

Article 12. Applicable law

1. The Arbitration Court shall decide the dispute in accordance with the rules of law chosen by the parties as applicable to the dispute. Any designation of the law or legal system of a given State shall be construed as directly referring to the substantive law of that State and not to its conflict-of-laws rules.

2. Failing an agreement of the parties on the applicable law, the arbitral tribunal shall determine the applicable law in accordance with the legislation of the Republic of Kazakhstan.

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

4. Where the relationships referred to in paragraphs 2 and 3 of this Article are not expressly regulated, the rules of law governing similar relationships shall apply to them, and in the absence of such rules the dispute shall be decided on the basis of the general principles and meaning of the laws.

Section III. ARBITRAL PROCEEDINGS

Chapter 1. COMMENCEMENT OF ARBITRAL PROCEEDINGS.

Article 13. Filing a claim

1. Arbitral proceedings commence with the filing of a statement of claim with the Arbitration Court.

2. The date of filing of a statement of claim is the day it is delivered to the Arbitration Court or, if the statement of claim is sent by post, the date of the postmark of the post office of dispatch.

Article 14. Contents of the statement of claim

1. The statement of claim shall state:

1) the date of filing of the statement of claim;

2) the names of the parties, their places of residence or, if the parties are legal entities, their locations, postal addresses, mobile phone numbers and e-mail addresses (if any), and bank details;

3) the claimant's claim;

4) the grounds for the competence of the Arbitration Court;

5) a statement of the factual and legal circumstances on which the claimant bases its claims, and a reference to the evidence supporting those circumstances;

6) the value of the claim;

7) a document confirming that the statement of claim has been sent to the respondent;

8) a list of the documents attached to the statement of claim.

2. The statement of claim shall be signed by the claimant or its representative. If the statement of claim is signed by the claimant's representative, the original power of attorney or other document certifying the representative's authority shall be attached to it.

3. The respondent may submit to the claimant and to the Arbitration Court a statement of defence setting out its objections to the claim. The statement of defence shall be submitted to the claimant and to the Arbitration Court within the time limit provided for in paragraph 2 of Article 22 of these Rules.

4. In the course of the arbitral proceedings, a party may amend or supplement its claims or its objections to the claim.

Article 15. Documents attached to the statement of claim

The following shall be attached to the statement of claim:

1) copies of the statement of claim for each respondent and third party;

2) a document confirming payment of the arbitration fee;

3) a power of attorney or other document certifying the authority of the representative;

4) documents confirming the circumstances on which the claimant bases its claims, and copies of those documents for the respondents and third parties if they do not have them;

5) a calculation of the debt;

6) a document confirming that the claim has been sent to the respondent;

7) the claimant's applications for payment of the arbitration fee in instalments or for its reduction, for interim measures securing the claim, for obtaining evidence and others, if they are not set out in the statement of claim.

Documents may be submitted in electronic form (PDF) to the address of the Arbitration Court: info.sud@kazcourt.kz

Article 16. Value of the claim

1. The value of the claim is determined:

1) in claims for the recovery of money, by the amount claimed;

2) in claims for the recovery of property, by the value of the property claimed;

3) in claims for the recognition or transformation of a legal relationship, by the value of the subject matter of the legal relationship at the time the claim is filed;

4) in claims for a specific action or omission, on the basis of the available data on the claimant's property interests.

The claimant must state the value of the claim in the statement of claim also where its claim, or part of it, is non-monetary.

2. In claims consisting of several demands, the amount of each demand shall be determined separately. In this case, the value of the claim is the total of all the demands.

3. The value of the claim does not include claims for reimbursement of arbitration costs and fees, or the parties' costs of protecting their interests through legal representatives.

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

Article 17. Remedying defects in the statement of claim

1. Having established that a statement of claim has been filed in breach of the requirements of Articles 14 and 15 of these Rules, the Chairman of the Arbitration Court may issue an order leaving the statement of claim without action, notify the person who filed it accordingly, and give that person a time limit to remedy the defects.

2. The time limit for remedying the defects shall not exceed ten working days from the date of receipt of that notice.

Article 18. Initiation of arbitral proceedings

1. Having accepted a statement of claim, the Arbitration Court issues an order initiating the arbitral proceedings in accordance with its rules and notifies the parties of the place of the arbitral proceedings.

2. The Arbitration Court sends or delivers to the respondent copies of the statement of claim and invites it to submit, within the time limit set by the Arbitration Court, a written statement of defence (objection) to the claim and evidence in support of its defence (objection). For convenience, the Arbitration Court may also send documents to the parties' e-mail addresses.

3. Failure by the respondent to submit objections shall not prevent the dispute from being considered.

Article 19. Return of the statement of claim

1. The Arbitration Court returns the statement of claim if:

1) there is no arbitration agreement between the parties;

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

3) the subject matter of the claim falls outside the scope of the arbitration agreement;

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

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

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

7) the Arbitration Court or another arbitration has pending a case concerning a dispute between the same parties, on the same subject matter and on the same grounds.

2. When returning a statement of claim, the Arbitration Court issues a reasoned order.

3. The return of a statement of claim does not prevent the claimant from applying to arbitration again with a claim against the same respondent, on the same subject matter and on the same grounds.

Article 20. Counterclaim and set-off of counter-demands

1. The respondent may bring a counterclaim against the claimant provided that the counterclaim is related to the claimant's claims and that the counterclaim may be considered by the Arbitration Court in accordance with the arbitration agreement.

2. A counterclaim may be brought in the course of the arbitral proceedings before the arbitral tribunal makes its award, unless the parties have agreed on a different time limit for bringing a counterclaim.

3. A counterclaim shall meet the requirements of Articles 14 and 15 of these Rules.

Article 21. Costs of the arbitral proceedings

1. When filing a statement of claim or an application for interim measures securing a claim, the claimant shall pay the arbitration fee. Until the arbitration fee is paid, the claim or application is deemed not to have been filed, except in the cases specified in these Rules. The arbitration fee is non-refundable, except where the case is outside the jurisdiction of the Arbitration Court.

2. The amount of the arbitration fee, the procedure for its payment and allocation, and the procedure for covering other costs of the arbitral proceedings are established by the Regulations on Arbitration Costs and Fees, which form an integral part of these Rules.

Chapter 2. PREPARATION OF THE CASE FOR HEARING

Article 22. Notification of the respondent and its choice of Arbitrator

1. The Arbitration Court notifies the respondent of the filing of the statement of claim and sends it a copy of the statement of claim and the order of the arbitral tribunal. The Arbitration Court itself chooses the method of delivery.

2. At the same time, the Arbitration Court invites the respondent, within no more than fifteen calendar days from the date of receipt of the copy of the statement of claim, to submit a statement of defence setting out its objections and/or written explanations supported by appropriate evidence. Failure by the respondent to submit objections to the claim may not be regarded as an admission of the claimant’s claims.

3. The Arbitration Court explains that the persons participating in the case, after receiving the order accepting the statement of claim or application for proceedings and initiating proceedings in the arbitration case, and persons who joined the case or were brought into it later, and other participants in the arbitral process, after receiving the first arbitral act in the case, shall themselves take measures to obtain information on the progress of the case using any sources of such information and any means of communication. The persons participating in the case bear the risk of adverse consequences of failing to take measures to obtain information on the progress of the case, if the Arbitration Court has information that those persons have been duly notified of the commencement of the proceedings.

Article 23. Constitution of the arbitral tribunal

1. The parties may determine the number of Arbitrators, which shall be odd. Unless the parties have agreed that the case is to be heard by a sole Arbitrator, the Chairman of the Arbitration Court may constitute an arbitral tribunal of three Arbitrators. At the request of the parties, the Chairman of the Arbitration Court may increase the number of Arbitrators. The additional costs involved shall be reimbursed by the parties to the case. The functions of the arbitral tribunal provided for by these Rules also apply to a sole Arbitrator.

2. On accepting a statement of claim to be considered by the Arbitration Court, the Chairman issues an order constituting the tribunal for the arbitral proceedings. The Chairman of the Arbitration Court appoints at least three arbitrators. The Chairman of the Arbitration Court appoints the presiding Arbitrator from among the constituted tribunal. The parties may each replace one arbitrator from among the constituted tribunal, or agree on the appointment of a single arbitrator before the first session of the Arbitration Court. If the presiding arbitrator is replaced, the Chairman of the Arbitration Court appoints a new presiding arbitrator and issues an order to that effect.

3. Within no more than three days from the date of receipt of the copy of the statement of claim, the respondent shall state the name of the Arbitrator it wishes to replace, or challenge the tribunal or a particular Arbitrator, or request that the Arbitrator or the tribunal be appointed on its behalf by the Chairman of the Arbitration Court.

4. If the information referred to in paragraph 3 of Article 23 of these Rules is not received from the Claimant, the arbitral proceedings are conducted by the tribunal appointed by the Chairman when accepting the statement of claim for proceedings.

Article 24. Choice or appointment of a sole Arbitrator

Failing an agreement between the parties, the sole Arbitrator is appointed by the Chairman of the Arbitration Court from the list of Arbitrators.

Article 25. Preparation of the case for hearing

1. The arbitral tribunal checks the state of preparation of the case and, in particular, requests written explanations, evidence and other additional documents from the parties.

If additional measures are taken to prepare the case, time limits are set within which those additional measures must be carried out.

2. The presiding arbitrator of the arbitral tribunal may give the parties specific instructions in connection with the preparation and conduct of the proceedings. He or she also decides on summoning the parties to the session.

Article 26. Notification of the parties of an oral hearing

1. The parties shall be notified of the time and place of an oral hearing by summonses, which must be sent to them so that each party has at least seven calendar days to prepare for and attend the oral hearing. By agreement of the parties, this time limit may be extended or shortened.

2. If further oral hearings are necessary, their dates are set by the arbitral tribunal taking into account the specific circumstances.

3. If the persons participating in the case, having been duly notified of the time and place of the arbitral session, fail to appear and do not object to the case being heard in their absence, the Arbitration Court may complete the preparation and proceed to consider the case on the merits.

Article 27. Challenge of an Arbitrator, expert or interpreter

1. Each party may challenge an Arbitrator, the presiding arbitrator of the arbitral tribunal or a sole Arbitrator if circumstances exist that give rise to justifiable doubts as to their impartiality or independence, in particular if it may be assumed that they have a personal, direct or indirect interest in the outcome of the case, and also where there are grounds for a challenge provided for by the Law on Arbitration.

A party's written challenge stating its reasons shall be made no later than seven calendar days after the party became aware of the constitution of the arbitral tribunal or of the circumstances that may give grounds for a challenge. A challenge made after that time limit is considered only if the reason for the delay is recognised as valid.

2. A challenge of an arbitrator is decided by the other members of the arbitral tribunal. If they fail to agree, or if the challenge is made against two Arbitrators or a sole Arbitrator, the challenge is decided by the Chairman of the Arbitration Court.

The Chairman of the Arbitration Court may, on his or her own initiative, decide on the removal of an Arbitrator, the presiding arbitrator of the arbitral tribunal or a sole Arbitrator if the grounds specified in paragraph 1 of this Article exist.

3. An Arbitrator, the presiding arbitrator of the arbitral tribunal or a sole Arbitrator may also withdraw on their own initiative.

4. The provisions of paragraphs 1–3 of this Article, except for non-compliance with the requirements of paragraph 4 of Article 3 of these Rules, also apply to an Arbitrator, presiding arbitrator of the arbitral tribunal and sole Arbitrator chosen or appointed as substitutes.

5. Experts and interpreters participating in the proceedings may be challenged on the same grounds as those specified in paragraph 1 of this Article. In that case, the challenge is decided by the arbitral tribunal.

Article 28. Termination of an Arbitrator's mandate

1. If an Arbitrator, the presiding arbitrator of the arbitral tribunal or a sole Arbitrator becomes de jure or de facto unable to perform his or her functions, or for other reasons fails to perform those functions without undue delay, the mandate of each of them may be terminated by agreement of the parties.

2. The mandate of an Arbitrator, the presiding arbitrator of the arbitral tribunal or a sole Arbitrator terminates upon his or her withdrawal.

3. The mandate of an Arbitrator, the presiding arbitrator of the arbitral tribunal or a sole Arbitrator terminates after an award is made in the particular case, or if the parties have agreed on such termination. If an arbitral award needs to be corrected or interpreted, or an additional award needs to be made, the mandate of the Arbitrator, the presiding arbitrator of the arbitral tribunal or the sole Arbitrator is resumed and then terminates once the necessary procedural actions have been completed.

4. If the grounds specified in paragraph 1 of this Article exist and the parties fail to reach an agreement, each of them may request the Chairman to decide on the termination of the mandate of the Arbitrator, the presiding arbitrator of the arbitral tribunal or the sole Arbitrator.

The Chairman of the Arbitration Court may, on his or her own initiative, decide on the termination of the mandate of an Arbitrator, the presiding arbitrator of the arbitral tribunal or a sole Arbitrator if the grounds specified in paragraph 1 of this Article exist.

Article 29. Changes in the composition of the arbitral tribunal

1. If a sole Arbitrator or the presiding Arbitrator is replaced in accordance with Articles 27–28, all hearings held before the replacement shall be repeated. If any other Arbitrator is replaced, the Arbitrator chosen (appointed) as the replacement may propose that the hearings be repeated.

The question of repeated hearings is decided by the arbitral tribunal of the Arbitration Court independently, taking into account all the circumstances of the case.

Chapter 3. HEARING OF THE CASE

Article 30. Conduct of an oral hearing

1. An oral hearing of the case is held so that the parties may present their positions on the basis of the evidence submitted and make oral arguments.

2. Unless the parties agree otherwise, the hearing is held in camera. With the permission of the arbitral tribunal and the consent of the parties, persons participating in the arbitral proceedings may attend the hearing.

3. If the persons participating in the case, having been duly notified of the time and place of the arbitral session, fail to appear at the session and do not object to the case being heard in their absence, the Arbitration Court may conclude the oral hearings and consider the case on the merits.

Article 31. Participation of the parties

1. Each party shall be given equal opportunity to present its position and to protect its rights and interests.

2. The parties may conduct their cases before the Arbitration Court in person or through duly authorised representatives appointed by the parties at their discretion, including from foreign organisations and foreign nationals.

A representative's authority shall be formalised in compliance with the requirements of the legislation of the Republic of Kazakhstan.

3. Failure to submit documents and other materials, including the failure of a party or its representatives, duly notified of the time and place of the arbitral session, to appear at a session of the Arbitration Court, shall not prevent the arbitral proceedings from continuing on the basis of the materials and evidence submitted, or the Arbitration Court from making an award, if the Arbitration Court finds that the reason for the failure to submit documents and other materials or to appear at the session of the Arbitration Court is not valid.

4. A party may request that the case be heard in its absence.

5. In the event of disrespectful conduct by a party or its authorised representative during the arbitral proceedings, the presiding arbitrator may remove that party, and a separate order is issued to that effect.

6. Unless the parties agree otherwise, the arbitral tribunal hears the case in a closed session with the participation of the parties and/or their representatives.

7. At the request of the parties or on the initiative of the arbitral tribunal, an arbitral session (or part of it) may be held by videoconference or by means of other software and technical means. In that case, the place of the session and of the making of the award is the place of the arbitral proceedings.

Article 32. Rights of the parties

The parties participating in the arbitral proceedings have the right:

1) to examine the case file and make copies of it;

2) to submit evidence;

3) to file applications and to challenge Arbitrators;

4) to ask questions of the participants in the proceedings and to give oral and written explanations;

5) to present their arguments on all issues arising in the course of the proceedings;

6) to object to applications and arguments of the other party;

7) to examine the minutes of the arbitral session and submit written comments on them (provided that the parties have agreed on the procedure for keeping minutes);

8) to apply to the competent court for compulsory enforcement of the arbitral award;

9) in the cases established by the Law on Arbitration, to apply for the setting aside of the arbitral award;

10) to conclude the case by a settlement agreement or by an agreement settling the dispute (conflict) through mediation.

Article 33. Transmission of documents

All documents submitted by one of the parties to the Arbitration Court shall be transmitted by that party to the other party within seven calendar days from the date of their receipt by the Arbitration Court. The parties shall also be provided with any expert reports or other documents of evidentiary value on which the arbitral award may be based.

Article 34. Interim measures

1. Unless the parties agree otherwise, the Arbitration Court may, at the request of any party, order any party to take such interim measures in respect of the subject matter of the dispute as it considers necessary, and issues an order to that effect.

2. An application for interim measures securing a claim under consideration by the Arbitration Court is filed by a party with the court at the place of the arbitral proceedings or at the location of the property in respect of which the interim measures may be taken.

3. The court’s consideration of an application for interim measures securing a claim under consideration by the Arbitration Court, and its issuance of an order granting or refusing such measures, are carried out in accordance with the procedure established by the civil procedure legislation of the Republic of Kazakhstan.

Article 35. Proceedings on the basis of documents

The parties may agree that the dispute be decided on the basis of written materials only, without an oral hearing. The arbitral tribunal may, however, schedule an oral hearing if the materials submitted prove insufficient to decide the dispute on the merits.

Article 36. Amendment or supplement of claims or objections to the claim

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

2. If the arbitral tribunal finds that a party has unjustifiably delayed amending or supplementing its claims or objections to the claim, it may order that party to reimburse the additional costs of the Arbitration Court and the expenses of the other party caused by the delay.

The arbitral tribunal may consider it inappropriate to allow such amendment or supplement of the claims or objections to the claim, having regard to the delay.

Article 37. Evidence

1. The parties shall prove the circumstances on which they rely as grounds for their claims or objections. If the arbitral tribunal considers the evidence submitted to be insufficient, it may invite the parties to submit additional evidence. It may also, at its discretion, order an expert examination, request third parties to submit evidence, and summon and hear witnesses.

2. A party may submit written evidence in the original or as a copy of the original certified by that party. The arbitral tribunal may require a translation of such evidence into another language where necessary for the consideration of the case.

3. Evidence is examined in the manner determined by the arbitral tribunal. The arbitral tribunal may entrust the performance of verification actions to one of the Arbitrators.

4. The Arbitrators shall directly examine all the evidence in the case. The evidence is assessed by the Arbitrators according to their inner conviction.

5. Failure by a party to submit proper evidence does not prevent the arbitral tribunal from continuing the proceedings and making an award on the basis of the evidence before it.

Article 38. Ordering and conduct of an expert examination

1. Unless the parties agree otherwise, the arbitral tribunal may order an expert examination to clarify issues arising in the resolution of the dispute that require special knowledge, and may require any party to provide the documents, other materials or items necessary for the examination.

The arbitral tribunal may decide other matters relating to the participation of an expert in the arbitral proceedings, including the allocation of the costs of the examination and of the expert's participation, if these matters have not been specifically agreed by the parties.

2. The expert report shall be submitted in writing.

3. Unless the parties agree otherwise, the expert shall, if any party so requests or the arbitral tribunal considers it necessary, after submitting the expert report, take part in a session of the arbitral tribunal at which the parties and the Arbitrators have the opportunity to put questions to the expert concerning the examination and the expert report submitted.

Article 39. Participation of third parties

A third party may join the arbitral proceedings only with the consent of the parties to the dispute. To bring a third party into the proceedings, the consent of that person is also required in addition to the consent of the parties. An application to join a third party may be made only before the expiry of the time limit for submitting the statement of defence. Consent to the joinder of a third party shall be expressed in writing.

Article 40. Adjournment of the hearing and suspension of the proceedings

Where necessary, on the initiative of the parties or of the arbitral tribunal, the hearing may be adjourned or the proceedings suspended. An order is issued on the adjournment of the hearing or the suspension of the arbitral proceedings.

Article 41. Minutes of the oral hearing

1. Unless the parties agree otherwise, by default no minutes are kept. If the parties have expressed in writing their wish for minutes to be kept, minutes of the hearing are drawn up, which shall contain:

1) the name of the Arbitration Court;

2) the year, month, day and place of the arbitral session;

3) the time of the beginning and end of the arbitral session;

4) the surnames and initials of the Arbitrators and of the secretary of the arbitral session (if any);

5) the name of the case;

6) information on the attendance of the persons participating in the case, representatives, witnesses, experts, specialists and interpreters;

7) directions of the presiding arbitrator and orders issued by the arbitral tribunal in the hearing room;

8) statements, applications and explanations of the persons participating in the case and of representatives;

9) witness testimony, experts' oral explanations of their reports, and specialists' explanations;

10) information on the reading out of documents, the results of the inspection of physical evidence, and the playing of audio recordings, video recordings and film materials;

11) information on the announcement and explanation of the content of the award and orders, and on the explanation of the procedure and time limit for applying to set aside the arbitral award;

12) information on the explanation to the persons participating in the case of their right to examine the minutes and submit comments on them;

13) the date on which the minutes were drawn up;

2. In accordance with the procedure provided for by the Law on Arbitration, the parties may examine the content of the minutes and submit written comments on them. At the request of a party, by order of the arbitral tribunal of the Arbitration Court and in accordance with the procedure provided for by the Law on Arbitration, amendments or additions may be made to the minutes if the request is found to be justified.

3. The minutes are drawn up by the presiding arbitrator.

4. The persons participating in the case and representatives may request that any part of the minutes be read out, or that information on circumstances they consider material to the case be entered in the minutes.

5. The minutes shall be prepared and signed no later than three calendar days after the end of the session of the arbitral tribunal.

In complex cases, the minutes of the session of the arbitral tribunal may be prepared and signed within a longer period, but no later than five calendar days after the end of the session of the arbitral tribunal.

6. The minutes are signed by the presiding arbitrator and by the person entrusted with the functions of secretary. All amendments, corrections and additions shall be noted in the minutes and certified by their signatures. The minutes may be drawn up in electronic form provided that all persons participating in the arbitral proceedings have a digital signature.

Chapter 4. TERMINATION OF ARBITRAL PROCEEDINGS

Article 42. Final arbitral award

The arbitral proceedings are terminated by the making of the final arbitral award.

Article 43. Making of the award

1. Once the arbitral tribunal considers that all the circumstances relating to the dispute have been sufficiently clarified, it declares the oral hearing closed and proceeds to make the award.

2. The award is made in closed deliberations by a majority of votes of the arbitral tribunal. If an award cannot be made by a majority, it is made by the presiding arbitrator of the arbitral tribunal.

3. The award is made in writing and signed by the Arbitrators constituting the arbitral tribunal. An Arbitrator who disagrees with the award shall set out his or her dissenting opinion in writing, which is attached to the award.

Article 44. Announcement of the award

1. After the award is made, its operative part is announced to the parties orally or, in their absence, may be communicated to them in writing or by other means.

2. A reasoned award is sent to the parties within the time limit set by the arbitral tribunal of the Arbitration Court, which as a rule shall not exceed fifteen calendar days.

3. At the end of the oral hearing, the arbitral tribunal may decide that the arbitral award, without oral announcement of its operative part, will be sent to the parties within a period that as a rule shall not exceed fifteen calendar days.

4. The arbitral tribunal may conduct additional proceedings if this is required for the proper resolution of the dispute and the operative part of the award has not yet been announced to the parties.

5. The Chairman of the Arbitration Court may, if necessary, extend the time limits established under paragraphs 2 and 3 of this Article.

Article 45. Contents of the award

The award shall contain, in particular:

1) the date of the award;

2) the place of the arbitral proceedings;

3) the composition of the arbitral tribunal;

4) the names of the parties to the dispute, and the surnames, initials and positions of their representatives, with an indication of their authority;

5) the grounds for the competence of the Arbitration Court;

6) the claims of the claimant and the objections of the respondent;

7) the substance of the dispute;

8) the circumstances of the case established by the arbitral tribunal, the evidence on which the findings on those circumstances are based, and the regulatory legal acts that guided the arbitral tribunal in making the award;

9) the conclusions of the arbitral tribunal on granting or rejecting each claim;

10) the amount of the costs relating to the resolution of the dispute in arbitration, the allocation of those costs between the parties and, where necessary, the time limit and procedure for performing the award.

After the award is made, a copy of the award shall be delivered or sent to each party. The original of the award is kept in the case file of the Arbitration Court.

Article 46. Correction and interpretation of the award. Additional award

1. Within sixty calendar days after receipt of the arbitral award, unless the parties have agreed on another time limit:

1) either party, with notice to the other party, may request the arbitral tribunal to correct any errors in computation, clerical or typographical errors or other errors of a similar nature in the award;

2) either party, with notice to the other party, may request the arbitral tribunal to give an interpretation of a specific point or part of the award.

2. If the Arbitration Court considers the request to be justified, it shall make the corresponding correction or give the interpretation within thirty calendar days after receiving it. The interpretation of the arbitral award forms an integral part of the arbitral award.

3. Within sixty calendar days from the date of the arbitral award, the Arbitration Court may, on its own initiative and after due notice to the parties, correct any errors referred to in subparagraph 1) of paragraph 1 of this Article.

4. Unless the parties agree otherwise, either party, with notice to the other party, may, within sixty calendar days after receipt of the arbitral award, request the arbitral tribunal to make an additional award as to claims presented in the arbitral proceedings but omitted from the award. If the Arbitration Court considers the request to be justified, it shall make the additional arbitral award within sixty calendar days after receiving it.

5. The Arbitration Court may, if necessary, extend by no more than sixty calendar days the period within which it must correct errors, give an interpretation or make an additional arbitral award under paragraph 1 or 3 of this Article.

Article 47. Settlement agreement

1. If the parties settle the dispute during the arbitral proceedings, the arbitral tribunal terminates the proceedings and, at the request of the parties, records the settlement in the form of an arbitral award on agreed terms.

2. The relevant requirements of Article 45 of these Rules apply to the making of the arbitral award referred to in the preceding paragraph. Such an arbitral award is enforceable in the same way as any other arbitral award made on the merits of the dispute.

Article 48. Review of the award on the basis of newly discovered circumstances

1. An arbitral award may be reviewed on the basis of newly discovered circumstances at the application of a party to the arbitration agreement or of another person whose rights are affected. The grounds for reviewing an arbitral award on the basis of newly discovered circumstances are:

1) knowingly false testimony of a witness, a knowingly false expert opinion, a knowingly incorrect translation, or forged documents or physical evidence, established by a court judgment that has entered into force, which resulted in an unlawful or unfounded award;

2) criminal acts of the parties, of other persons participating in the case or of their representatives, or criminal acts of an arbitrator committed in the consideration of the case, established by a court judgment that has entered into force;

3) the recognition by the Constitutional Court of the Republic of Kazakhstan as unconstitutional of a law or other regulatory legal act that was applied by the arbitral tribunal in making the arbitral award.

4) the existence of court decisions and orders that have entered into legal force and that preclude consideration of the case on the merits.

2. An application for review of an arbitral award on the basis of newly discovered circumstances is filed and considered within three months from the date on which the circumstances serving as grounds for the review were established.

If the arbitral tribunal that made the award cannot sit in its original composition, the application for review of the award on the basis of newly discovered circumstances is considered by a new arbitral tribunal constituted in accordance with the procedure established by these Rules.

Article 49. Termination of the proceedings without an award

1. If no final award is made in a case, the arbitral proceedings are terminated by an order for the termination of the proceedings.

2. An order for the termination of the proceedings is issued where:

1) the claimant withdraws its claim and the withdrawal is accepted by the arbitral tribunal, unless the respondent objects to the termination of the arbitral proceedings because it has a legitimate interest in obtaining a final resolution of the dispute;

2) the arbitral tribunal has issued an order that the Arbitration Court lacks competence to consider the dispute referred to it;

3) there is a court decision or an arbitral award that has entered into legal force, made in a dispute between the same parties, on the same subject matter and on the same grounds;

4) the parties have agreed to terminate the arbitral proceedings;

5) a legal entity that is a party to the arbitral proceedings has been liquidated;

6) an individual who is a party to the arbitral proceedings has died, or has been declared dead or recognised as missing.

Article 50. Retention of awards and case files

Retention of awards and case files

1. Awards of the Arbitration Court, together with the case files, are retained for at least three years from the date on which the award was made.

Article 51. Setting aside of an arbitral award

1. An award of the Arbitration Court is final, is not subject to review on the merits, and may be set aside only by a court on the basis of the Law on Arbitration in accordance with the established procedure; it may also be reviewed in accordance with the civil procedure legislation of the Republic of Kazakhstan.

2. For an arbitral award to be set aside by a court, the party making the application shall prove the following:

1) the award contains decisions on matters not contemplated by or not falling within the terms of the arbitration agreement, or contains decisions on matters beyond the scope of the arbitration agreement, or the related matters are not arbitrable. If the decisions on matters covered by the arbitration agreement can be separated from those on matters not covered by it, only the part of the award containing decisions on matters not contemplated by the arbitration agreement may be set aside;

2) a party to the arbitration agreement was declared legally incapable by a court, or the arbitration agreement is invalid under the law to which the parties have subjected it or, failing any indication thereon, under the legislation of the Republic of Kazakhstan;

3) a party was not given proper notice of the appointment of an arbitrator or of the arbitral proceedings, or was otherwise unable, for reasons recognised by the court as valid, to present its explanations;

4) the composition of the arbitral tribunal or the arbitral procedure was not in accordance with the agreement of the parties;

5) there is a court decision that has entered into legal force in a dispute between the same parties, on the same subject matter and on the same grounds, or an order of a court or arbitral tribunal terminating the proceedings because the claimant has withdrawn the claim;

6) the arbitral award does not meet the requirements as to written form and signature in accordance with Article 47 of the Law on Arbitration.

2. An arbitral award shall be set aside by a court if:

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

2) the dispute in which the award was made is not capable of settlement by arbitration under the legislation of the Republic of Kazakhstan.

3. If an award of the Arbitration Court is set aside, either party may apply to the Arbitration Court. If an award of the Arbitration Court is set aside in whole or in part because the arbitration agreement is invalid, or if the award was made in a dispute not contemplated by the arbitration agreement or contains decisions on matters not covered by the arbitration agreement, the dispute concerned is not subject to further consideration by the Arbitration Court.

Article 52. Enforcement of the award

1. Awards of the Arbitration Court are performed by the parties voluntarily within the time limit set in the award. If no time limit for performance is specified in the award, it is subject to immediate performance.

2. Awards not performed voluntarily within the specified time limit are enforced in accordance with the civil procedure legislation of the Republic of Kazakhstan in force and with the 1958 New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards.

3. Compulsory enforcement of an award of the Arbitration Court is carried out under the rules of enforcement proceedings in force at the time of enforcement, on the basis of a writ of execution issued by a state court for the compulsory enforcement of the award.

These Rules are drawn up in three languages (Kazakh, Russian and English). In the event of any discrepancy, the Russian version (the original language) shall prevail.