"The Government of the Hashemite Kingdom of Jordan and the Government of the Republic of Kazakhstan On ratification of the Agreement on the Promotion and Protection of interaction between Ivesticiyalard " on the draft of the Law of the Republic of Kazakhstan

Resolution No. 900 dated October 4, 2007, the Government of the Republic of Kazakhstan.

The Government of the Republic of Kazakhstan DECIDES:

"The Government of the Hashemite Kingdom of Jordan and the Government of the Republic of Kazakhstan on ratification of the agreement on mutual encouragement and protection of investments between the Republic of Kazakhstan" the draft law will be submitted to the Parliament of the Republic of Kazakhstan.

Prime Minister of the Republic of Kazakhstan

Project

The Government of the Republic of Kazakhstan Law of the Republic of Kazakhstan and the Government of the Hashemite Kingdom of Jordan agreement on mutual encouragement and protection of investments between the

On ratification of the

Signed in Amman on November 29, 2006 between the Government of the Hashemite Kingdom of Jordan and the Government of the Republic of Kazakhstan ratified the agreement on mutual encouragement and protection of investments.

President of the Republic of Kazakhstan

Between the Government of the Republic of Kazakhstan and the Government of the Hashemite Kingdom of Jordan on mutual encouragement and protection of investments

Agreement

Hereinafter referred to as the Government of the Republic of Kazakhstan and the Government of the Hashemite Kingdom of Jordan,

Part y.

"investments by investors of the other country on a non-discriminatory basis, with the intention to protect the territory of the State Party,

The agreement on the provision of appropriate treatment such investments the equity transfer of the Republic of Kazakhstan and the Hashemite Kingdom of Jordan, as well as encourage the development of their economies, recognizing

A State Party and economic cooperation in the field of investments of individuals and legal entities wishing to contribute to the expansion of the territory of the other Party,

Promotion and mutual protection of investments under this Agreement will encourage business initiatives in this area aware of

Maximize the efficient use of economic resources for investments on a regular basis, and the agreement will contribute to

the improvement of the living standards of

Decided to conclude an agreement on mutual encouragement and protection of investments, have agreed as follows:

Article 1. Definitions

For the purposes of this Agreement:

1. The term "investment" in accordance with the national legislation of the first Party to investors of the other Party in connection with the economic activities of all types of assets are invested in the territory of the other Party, and in particular, though not exclusively:

(A) movable and immovable property or rent, mortgage, pledge and guarantee, as well as any property rights and similar rights;

(B) shares, stocks, debentures and any other forms of participation in companies;

(C) claims to money or investments or investment income according to the requirements of the contract;

(Ho), copyrights, trademarks, patents, industrial designs and technical processes, know-how in the field of plant genetic change in rights of intellectual property rights, including trade names and goodwill;

(E) natural resources, development, or for the use of concessions, including concessions.

Its investment in the territory of the investee was formed in accordance with the national legislation of the host country as an investment in any change in their position will not be affected.

2. The term "investor" means an entity of the State Party:

In accordance with the provisions of this Agreement and the national legislation of the other Party engaged in investment in the territory of the other Party:

(A) Any State Party who is a citizen of any individual;

(B) investments in established and registered in accordance with the national legislation of the State Party and entitled to carry out any legal entity.

3. "Income" means the profits, interest, dividends, profit attributable to equity, royalties, license fees and other payments, including funds received as a result of the implementation of the investment.

4. "territory" means a State Party in accordance with the rules of international law apply in exercising sovereignty and jurisdiction on land, water, subsurface and air space, including land, at sea and in the air within the boundaries of the territory of the state of one of the parties.

5. "goodwill" of the company, not the size of the firm's financial capital and assets, such as reputation, influence, technical competence, communications, marketing and ways of others.

Article 2. The Promotion and Protection of Investments

1. Each Party shall promote investments by investors of the other Contracting Party in the territory of the state of and create favorable conditions and allow such investments in accordance with its laws and regulations.

2. Each Party shall ensure that its investments in the territory of the other Party turnover and investment income from the fair, as well as full and constant protection and security.

3. none of the parties in his government investments by investors of the other Contracting Party in the territory of the increase unjustified and unreasonable or discriminatory measures the management, maintenance, use, possession, sale or can not be an obstacle to the enjoyment of the other.

Article 3. Legal Regime

1. Each Party to investors of the other Party and their investments and income from investments by national investors or investors and their investments in the third countries to increase investment, management, maintenance, use, possession and sale or other disposal treatment not less favorable than that provided to.

2. Each Party to investors of the other Party and their investments and income from investments, which are more favorable than those referred to in paragraph 1 of this Article regime.

3. Each Party to this Agreement, its limited activities of the State in accordance with the laws of the State of investors or destroyed areas, to determine the scope and range of services, as well as other national treatment specified in paragraph 1 of this Article shall be entitled to apply the exemptions.

Article 4.

Release

The provisions of this Agreement by investors of the other Party and their investments and income from investments or future benefit of any treatment, preferences, or;

(A) free trade area, customs union, monetary union, common market and any country which is a member of the Party and the unions or membership in any international agreement that may lead to such organizations;

(B) any international agreement relating wholly or mainly to taxation or the results of the national legislation of the State Party shall not be construed as a binding offer, which is preferred.

Article 5. Expropriation and Compensation

1. Any investments by investors of the other party, directly or indirectly, expropriation or state ownership or qab ldanat ndard , except for any such measures (hereinafter referred to as expropriation):

(A) public purposes;

(B) in accordance with the procedure established by law;

(C) in accordance with paragraphs 2 and 3 of this article, with the payment of prompt, adequate and effective compensation should not take.

2. Payment:

(A) shall be paid without delay. In case of delay, the delay due to the exchange rate, which is the result of any loss will be borne by the host Party;

(B) the date preceding the date of the implementation of expropriation eksproriaciyalangan balancing the fair market value of the investment. Eksproriaciya fair market value before the result was known about the value shall not reflect any change;

(C) be sold and freely transferable;

(B) the date of expropriation for the currency of payment to the date of actual payment shall include interest at a commercial rate established on a market basis.

3. On the other hand ekspropriaciyas nan any reported casualties in accordance with the provisions of this Article, the investor of the State Party, including the payment of compensation and evaluation of its investment, the first judicial body or other competent and independent authority of the Party shall have the right to prompt revision of his work.

Article 6. Compensation for Losses

1. One of the investments in the territory of the other Party of the State Party in the last war or other armed conflict on the territory of the State Party, rebellion, insurrection,

To compensate investors hurt by the büliniliktiñ Party restitution, compensation or other settlement, which is more favorable to its own investors or investors of the Party treatment no less favorable than offered by investors of any third state.

2. referred to in paragraph 1, in any case, any investor of the State Party, which have suffered from the following:

(A) of the other Party forces or authorities of the expropriation of its investment or a part thereof, or

(B) investments or part of the forces of the other Party, or suffer damage due to violation of the authorities is not required by the necessity of the situation, the last party, in any case, must be prompt, adequate and effective restitution or

compensation in any case.

At the same time, Article 5 of compensation should be carried out in accordance with paragraphs 2 and 3.

Article 7. Transfers

1. Each Party shall ensure that its national territory to the investors of the other Party and in accordance with the laws of their investment and ensure the transfer of payments related to investments. Such payments, in particular, but not exclusively, the following:

(A) the initial capital and additional amounts to maintain or increase deposit;

(B) income;

(C) the proceeds from the sale of investments in whole or in part;

(Conti), including the payment of loan payments carried out in accordance with the agreement;

(E) the compensation to be paid in accordance with Articles 5 and 6;

(F) payments caused by the conflict;

(G) leased from abroad and working in connection with an investment shall cover staff salaries and other employee benefits.

2. Each Party shall ensure that the transfers referred to in paragraph 1 of this Article investment carried out in the territory of the State Party in freely convertible currency at the market exchange rate on the date of transfer to ensure the implementation of the transfer.

3. In the absence of the foreign exchange rate used for currency market currency for the transfer of the right of the International Monetary Fund's Special Drawing recent exchange rate should be used.

4. Any Party paragraphs 2 and 3 of paragraph 1 of this Article shall be without prejudice to the legislation of the state fair, non-discriminatory and fair use restrictions:

(A) creditors, bankruptcy, insolvency or the protection of the rights;

(B) securities and derivative financial instruments, trade or operations;

(C) violations;

(Ho) is necessary to promote the implementation of legislation or financial control body of the report or transfers of financial statements;

(E) a judicial or administrative procedures to ensure compliance with court orders or decisions

;

(F) non-payment of taxes and other obligatory payments.

Article 8. Subrogation

The competent authority of the party or other compensation with respect to an investment by an investor in the territory of the State Party, guarantees or insurance payments in accordance with the contract the last Party engaged in any previous such event, the rights and the requirements for the implementation of swbrogaciyalar na first determined by the Party or body the investor shall recognize the passage of any of the rights and requirements.

Article 9. Disputes between the Investor and the Party

1. In respect of investments between the Party and the investors of the other Contracting Party to the extent possible, any dispute should be resolved in the context of the friendship between the two sides.

2. If the dispute is not resolved within 6 months from the date of written form, at the option of the investor, or one of the parties to the dispute:

(A) The investments carried out in the territory of the State Parties to the competent court, or

(B) if available, opened for signature on March 18, 1965 in Washington, DC States and other countries of the Convention on the Settlement of Investment Disputes between individuals or legal entities established in accordance with the International Centre for Settlement of Investment Disputes (hereinafter referred to as the Center) to justice, or

(C) if one of the parties to this paragraph (b) is a party to the International Convention Centre referred to arbitration in accordance with the supplementary services; or

(Conti) other than the parties to the dispute agree, the United Nations Commission on International Trade Law (UNCITRAL) arbitration in accordance with the procedure established any "agi hos" can be sent to the tribunal.

3. sending the dispute to the national court, the investor if the investor up to the national court makes a decision on the merits by the national judicial procedures can review the case and declared the case for further proceeding with this paragraph 2 (b) or paragraph 2 (c) these tribunals will be able to apply for one.

4. Any arbitration under this Article, at the request of any party to the dispute adopted on June 10, 1958 New York Convention on the recognition and enforcement of foreign arbitral awards (hereinafter referred to as the New York Convention) to which they are parties in the country. This article submitted to arbitration in accordance with the requirements of article 1 of the Convention in New York for the purpose of commercial (trade) should be considered as any relation or agreements.

5. This is in accordance with this article, each Party to submit to arbitration of disputes between the investor and the other Party gives its consent.

6. The decision shall be final and binding on the parties to the dispute and that the competent authority of the State Party in carrying out the decision should be made in accordance with the national legislation of the State Party.

Article 10. Resolving Disputes between the Parties

1. disputes concerning the interpretation or application of this Agreement between the Parties will be resolved through negotiation and consultation.

2. If the dispute any such negotiations with any party to request, in writing, from the date six (6) months, if not addressed in this way, it should be submitted to arbitration at the request of either party.

3. Such arbitration shall be as follows for each individual case. After receipt of the request for arbitration two (2) months of each Party shall appoint one member of the court. Then, once approved by the members of these two parties from the date appointed by the other two members of the four (4) months should be designated as chairman of the third-country citizen should choose.

4. If the necessary appointments were made during the period specified in paragraph 3 of this Article, any Party and any other agreements the president of the International Court of Justice does not have to do the necessary appointments. If the chairman is a national of any Party or any other circumstance that disrupts the function, which is not a citizen of any Party or any other circumstance that does not interfere with the function member to the International Court of Justice blocked and summoned to make the necessary appointments.

5. The arbitration court delivers its decision by a majority of votes. The court's decision shall be final and binding for both parties. Member designated by each Party and the arbitration process

Bear the costs of their representation. Both share equal to the expenses of the Chairman of the Party, as well as other expenses. The court may decide on the distribution of other costs. In all other respects, the arbitration court is determined by the order of its own procedures.

6. referred to in paragraph 1 of this Article, disputes and contentious issues which are subject to the provisions of this Agreement shall be resolved in accordance with the generally recognized principles of international law.

Article 11.

In each case unless otherwise agreed, the costs incurred during the execution of this Agreement shall be independent within the funds provided by the national legislation of the States Parties.

Article 12. The Application of other Rules and Special Commitments

1. If the two are members of the Party of the rights specified in this Agreement is governed by other international

agreements, which at the same time, the Party in the territory of the other Party of any investor investing in the application of its rules more favorable to the interests of the state should not interfere with nothing.

2. If a Party by its national laws and in accordance with the terms of the settlement agreements or other special treatment to investors of the other Party is more favorable than it has been in accordance with this Agreement, the last party regime more favorable to investors.

Article 13. This Agreement

Prior to the entry into force of this Agreement, and then the other Party in the territory of any Party to this Agreement shall apply to all investments made by investors, but prior to the entry into force of this Agreement and (or) ordered any dispute or claim relating to investments should not be used.

Article 14. Transparency of

None of the provisions of this Agreement, the Parties in accordance with the national legislation of the investors and their investments, including any information required to provide access to protected information.

Article 15. Consultations

Any of the parties regarding the interpretation or application of this Agreement at the request of the Party consultations on any issue. The time and venue of the consultations with the competent authorities of the States Parties through diplomatic channels.

Article 16. And the Termination of the Entry Into Force of Amendments

1. The agreement between the parties to this Agreement are an integral part of this Agreement arranged separate protocol changes and additions may be made.

2. The Parties Statehood procedures necessary for the entry into force of this Agreement, the completion date of receipt of the last written notification through diplomatic channels shall enter into force on the first day of the second month following.

3. This Agreement is for a period of 10 years, and it automatically after the expiration of ten

Prolonged and the second annual Party in the form of a written notice of intention to terminate the Agreement prior to the expiration of twelve months from the date of receipt of the first Party will remain in force.

4. In respect of investments made prior to the date of termination of this Agreement, the provisions of Articles 1-15 within the next 10 years from the date of termination of this Agreement shall remain in force.

November 29, 2006 in Amman, two copies of the Kazakh, Russian and English languages, all texts being equally authentic. Explain various provisions of this Agreement, the English text shall prevail.

The Hashemite Kingdom of Jordan

For the Government

2012 the Ministry of Justice of the Republic of Kazakhstan "National Center of Legal Information" RSE