*Standard Annex*

 *to the procurement contracts of goods, works and services*

**Anti-corruption clause**

1. In the performance of their obligations under the Contract, the Parties, their affiliates, directors, employees, agents, authorized representatives or intermediate agents agree that they will not:

- pay, offer to pay, and authorize the payment of any money or valuables, directly or indirectly, to any person to influence the actions or decisions of those persons in order to obtain any undue advantage or other illegal purpose;

 directly or indirectly to propose, implement, promise to pay or authorize the payment of any money, gift or transfer of anything of value to any person who is a government official or employee of a government Agency or an employee of any department, agency, or other government agencies, or employees, or an employee of any public international organization, or any person acting officially on behalf of the government, department, agency, or other government agencies, or to any candidate for the position, or person already appointed in a political or governmental entity or political party.

2. In order to strengthen the business relationship, the Customer hereby provides the following information:

According to the internal policies of the Customer, the Customer's employees have no right to demand or accept any funds, loans (other than from financial institutions under contracts concluded with such financial institutions), services, monetary rewards, gifts, travel assistance and other assistance from any individuals or legal entities conducting or wishing to conduct business with the Customer.

Also, no employee of the Customer has the right to give, offer or promise anything of value (for example, commission, entertainment, food and drinks, monetary rewards or gifts) to any individuals or legal entities for the purpose of obtaining favored business or personal interests.

3. In the performance of their obligations under the Contract, the Parties, their affiliates, directors, employees, agents, authorized representatives or intermediate agents do not perform actions qualified by the current legislation of the Republic of Kazakhstan as giving/receiving bribes, commercial bribery, as well as actions that violate the requirements of applicable legislation and international anti-corruption acts.

4. Each of the Parties to the Contract refuses to stimulate the employees of the other Party in any way, including by providing amounts of money, gifts, gratuitous performance of works (services) to them, and other methods not mentioned in this paragraph that place the employee in a certain dependence and are aimed at ensuring that this employee performs any actions in favor of the stimulating Party.

5. Actions carried out in favor of the Party stimulating it are understood as:

- granting of unjustified benefits in comparison with other contractors;

- provision of any guarantees;

- speeding up existing procedures;

- other actions performed within the framework of their official duties, but going against the principles of transparency and openness of relations between the Parties.

6. If a Party suspects that there has been or may be a violation of any anti-corruption conditions set out in this article and/or the current anti-corruption legislation of the Republic of Kazakhstan, the relevant Party undertakes to notify the other Party in writing.

In the written notification, the Party is obliged to refer to the facts or provide materials that reliably confirm or give grounds to assume that there has been or may be a violation of any provisions of this article or the current anti-corruption legislation of the Republic of Kazakhstan by the other Party, its affiliates, directors, employees, agents, authorized representatives or intermediate agents.

7. The Party that has received a notification of a violation in accordance with paragraph 6 of this Anti-Corruption Clause is obliged to review the notification and inform the other Party of the results of its consideration within 10 (ten) business days from the date of receipt of the written notification.

8. In case of confirmation of the fact of violation by one Party of any provisions of this Article or the current anti-corruption legislation of the Republic of Kazakhstan, and/or non-receipt by the other Party of information on the results of consideration of the notification of violation in accordance with paragraph 7 of this Anti-Corruption Clause, the other Party has the right to terminate this Contract unilaterally out of court by sending a written notification no later than 30 (thirty) calendar days before the date of termination of this Contract.

9. The Parties recognize the implementation of procedures for the prevention of corruption and monitor their compliance. At the same time, the Parties shall make reasonable efforts to minimize the risk of business relations with counterparties that may be involved in corrupt activities, as well as provide mutual assistance to each other in order to prevent corruption.

At the same time, the Parties ensure the implementation of procedures for conducting inspections in order to prevent the risks of involving the Parties in corrupt practices.

10. The parties acknowledge that their possible illegal actions and violation of these anti-corruption conditions may lead to adverse consequences-from a downgrade of the counterparty's reliability rating to significant restrictions on interaction with the counterparty, up to the termination of the Contract.

11. The Parties guarantee the implementation of proper proceedings on the facts presented in the framework of the performance of the Contract in compliance with the non-disclosure, as well as in compliance with the anti-corruption principles, which are based on:

- legality;

- the priority of protecting the rights, freedoms and legitimate interests of a person and citizen;

- openness and transparency;

- interaction of the state and civil society;

- a systematic and comprehensive use of measures of anti-corruption;

- priority application of corruption prevention measures;

- promotion of persons who assist in anti-corruption;

- the inevitability of punishment for committing corruption offenses.

12. The Parties shall guarantee the proper investigation of the facts presented in the framework of the performance of the Contract, as well as the application of effective measures to eliminate practical difficulties and prevent possible conflict situations, including conflicts of interest. The system of anti-corruption measures includes:

- anti-corruption monitoring;

- analysis of corruption risks;

- formation of an anti-corruption culture;

- identification of corruption-related standards in the production of legal expertise in accordance with the [legislation](http://online.zakon.kz/Document/?doc_id=37312788" \l "sub_id=10008" \t "_parent) of the Republic of Kazakhstan;

- formation and compliance with anti-corruption standards[http://online.zakon.kz/Document/?doc\_id=33478302 - sub\_id=100000](http://online.zakon.kz/Document/?doc_id=33478302#sub_id=100000);

- financial control;

- anti-corruption restrictions;

- prevention and resolution of conflicts of interest;

- measures for anti-corruption in the field of entrepreneurship;

- detection, suppression, disclosure and investigation of corruption offenses;

- reporting of corruption offenses;

- elimination of the consequences of corruption offenses.

13. The Parties guarantee that there will be no negative consequences both for the applying Party as a whole and for the specific employees of the applying Party who reported the fact of violations.

14. The parties undertake to include similar conditions in the contracts concluded by them with third parties for the purpose of fulfilling their obligations under the Contract, and to assist each other in obtaining the necessary information on them.

15. In order to organize working interaction on the implementation of the above-mentioned anti-corruption conditions, the Parties have identified their representatives:

- on behalf of QAZAQ AIR JSC - Head of the Internal Audit Service;

- on behalf of the Supplier - the Head of the Internal Audit Service, or other authorized person.