

**DATED**

**[●]**

**AGENCY AGREEMENT**

between

**[●]**

**(“Principal”)**

and

**[●]**

**(“Introducer”)**

**[Place]**

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This agreement is dated [●]

## Parties

- (1) [●] (Principal)
- (2) [●] (Introducer)

## Background

- (A) The Introducer has a large number of contacts, and can meet further contacts, who may be interested in purchasing the Aircraft or any part of it from the Principal.
- (B) The Principal is willing to pay the Introducer a commission on the terms of this agreement if the Principal sells the Aircraft or any part of it to Prospective Purchaser, (including any of its affiliates) and/or concludes other contacts with them and/or other persons introduced to the Principal by the Introducer.
- (C) The Introducer is willing to introduce contacts to the Principal in return for commission as specified in this agreement.

## Agreed terms

### 1. Interpretation

The following definitions and rules of interpretation apply in this agreement.

#### 1.1 Definitions:

**Business Day:** a day other than a Saturday, Sunday or public holiday in Kazakhstan and/or United Arab Emirates when banks in Astana and/or Abu Dhabi, respectively, are open for business.

**Commencement Date:** has the meaning given to it in 87..

**Commission:** has the meaning given to it in 63.2.

**Aircraft:** Aircraft specified in Schedule 1.

**Introduction:** the provision by email notices requirements to the Principal of the contact details of an employee at, or other authorized representative of, a Prospective Purchaser who knows the Introducer and is of sufficient seniority to authorize or recommend the purchase of the Aircraft or any part of it from the Principal. Introduce, Introduces, and Introduced shall be interpreted accordingly.

**Introduction Date:** for each Prospective Purchaser, the date during the term of this agreement on which the Introducer first Introduces such Prospective Purchaser to the Principal and Principal confirms such introduction.

**Introduction Period:** for each Prospective Purchaser, 6 (six) months from the Introduction Date, irrespective of whether such period ends before or after the date of termination of this agreement.

**Prospective Purchaser:** any persons Introduced by the Introducer, and/or their direct or indirect affiliates to the Principal and with whom the Principal has not been in bona fide negotiations to sell the Aircraft and/or any part of it before the Introduction Date.

**Relevant Contract:** a (1) sale and purchase contract in respect of the Aircraft or any part of it, irrespective of how it is structured: as an asset deal, sale of shares of the companies owning the Business and/or Aircraft (as specified in Schedule 1), or any affiliates or holding companies of those companies and/or assignment of debt relating to the Business and/or Aircraft and/or otherwise, and/or (2) any other contract entered into in respect of the Aircraft or any part of it during the Introduction Period between the Principal (or any of its affiliates) and a Prospective Purchaser (or any of its affiliates) who was Introduced by the Introducer.

**Territory:** Worldwide.

- 1.2 **Headings.** Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 **Person.** A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 **Schedules.** The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.5 **Company.** A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 **Holding company, subsidiary.** A reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006.
- 1.7 **Singular and plural.** Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.8 **Gender.** Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders
- 1.9 **Successors and assigns.** This agreement shall be binding on, and enure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted

assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

- 1.10 **Legislative references.** Unless expressly provided otherwise in this agreement, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.11 **Writing.** A reference to writing or written includes an e-mail.
- 1.12 **"Including".** Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.13 **Clauses and schedules.** References to clauses and Schedules are to the clauses and Schedules of this agreement; references to paragraphs are to paragraphs of the relevant Schedule.

## 2. Introductions

- 2.1 **Appointment.** The Principal appoints the Introducer on an exclusive basis in the Territory to identify Prospective Purchasers for the Aircraft or any part of it (as the case may be) in the Territory and to make Introductions of such persons on the terms of this agreement.

Under exclusive basis the Parties understand that any transaction with respect to the Aircraft shall be made via Introducer under the terms and conditions of this agreement. If the Principal concludes the Relevant Contract in breach of exclusive basis stipulated in this agreement the Principal shall pay to the Introducer a fine amounting to USD 1.000.000,00 (one million USD) within 5 (five) business days from receipt of the relevant written notice from the Introducer.

The Principal may instruct the Introducer to procure conclusion of the Relevant Contract with the Principal's purchaser whom the Principal found in breach of exclusive basis stipulated in this clause. In this case the base commission payable under clause 3.2 of this agreement shall amount to USD 1.000.000,00 (one million USD) and the fine above shall not be applied.

The initial introductions shall be made by the Introducer to the Principal on the day of signing of this agreement, but in any event not later than expiry of Introduction Period. The Introducer shall provide the offers from the initially introduced Prospective Purchasers as soon as possible after signing this agreement. The Principal should respond to the Introducer with regard to the offers of the initially introduced Prospective Purchasers within 3 (three) Business Days of the date when it received a respective offer from the Introducer.

- 2.2 **Consequential introductions.** Where a Prospective Purchaser is introduced by the Introducer and the Prospective Purchaser then introduces the Principal to a third party who purchases the Aircraft or any part of it from the Principal, the Introducer shall, by virtue of such initial introduction, be deemed to have introduced the third party to the Principal.