

Approved by the resolution
of the Sole Shareholder
dated February 10, 2025

**Charter of the Limited Liability Partnership
«Institute of History of Kazakhstan and Central Asia»
BIN: 231040015295**

Astana, Republic of Kazakhstan

CHARTER
of the Limited Liability Partnership
«Institute of History of Kazakhstan and Central Asia»

1. GENERAL PROVISIONS

1.1 This Charter defines the legal status of the Limited Liability Partnership «Institute of History of Kazakhstan and Central Asia» as a legal entity. The Partnership is a subject of small entrepreneurship with an average annual number of employees not exceeding 100 people. The average total asset value is expected not to exceed 300,000 times the monthly calculated index.

1.2 The Founder of the Partnership is:

Zhumatay Samat, citizen of the Republic of Kazakhstan, born on 29.10.1995, ID No. 045614368 issued by the Ministry of Internal Affairs of the RK on 15.03.2019.

IIN: 951029350500

1.3 Location and address of the Partnership: Kazakhstan, Astana city, Sarayshyk district, Safuan Shaimerdenov street, house 4/3, apt. 163, postal code 010000

1.4 Trade name of the Partnership:

Full name:

In Kazakh: «Қазақстан және Орталық Азия тарихы институты» ЖШС

In Russian: ТОО «Институт истории Казахстана и Центральной Азии»

In English: «Institute of History of Kazakhstan and Central Asia» LLP

1.5 The charter capital of the Partnership is 100,000 (one hundred thousand) KZT.

1.6 The charter capital consists of monetary contributions by the participants.

1.7 By the time of state registration, the charter capital is fully formed.

1.8 The Partnership is considered established and acquires the status of a legal entity from the moment of its state registration with the justice authorities of Astana. The Partnership is a commercial organization and possesses civil rights and bears responsibilities necessary for any type of activity not prohibited by the laws of the RK.

1.9 The Partnership has the right to establish branches and representative offices both in Kazakhstan and abroad, join associations (unions) with other legal entities, and participate in other legal entities.

1.10 The Partnership is liable for its obligations with all of its property. The state is not liable for the Partnership's debts. The Partnership is not liable for the state's debts. The Partnership is not liable for the obligations of its participant, except in cases provided by law.

1.11 The participants are not liable for the obligations of the Partnership and bear the risk of losses related to the Partnership's activities only to the extent of their contributed shares.

1.12 The term of activity of the Partnership is unlimited.

2. PURPOSES AND OBJECT OF THE PARTNERSHIP'S ACTIVITIES

2.1 The main purpose of the Partnership's activities is to generate net income by providing all types of services not contrary to the laws of the Republic of Kazakhstan.

2.2 The object of the Partnership's activity is the implementation of any types of activities not prohibited by the current legislation of the Republic of Kazakhstan.

2.3 When engaging in activities subject to licensing, the Partnership shall obtain a license in the prescribed manner.

2.4 The Partnership shall not engage in gambling or show business.

2.5 The main activities include:

- Conducting scientific research;
- Studying the history of ancient and medieval Kazakhstan;
- Research on the history of Turkic khaganates and Ulug Ulus;
- the study of shezhire (genealogy);
- the study, preservation, promotion, and development of ancient, medieval, and modern script traditions.
- Analysis of the process of Kazakhstan's incorporation into the Russian Empire;
- Study of the Kazakh Khanate;
- Research on the history of Kazakhstan during the Soviet period;
- Study of famine, exile, deportation, and prisoners of war;
- Research of camps located in Kazakhstan;
- Study of the history of ethnic groups;
- Analysis of the lives and activities of khans, sultans, batyrs, biys, enlighteners, poets, and other prominent figures;
- Research of the Second World War period;
- Study of the era of independence;
- Preparation of textbooks, monographs, and encyclopedias;
- Providing consulting and scientific-analytical services in the field of the Enterprise's activities;
- Scientific cooperation with other organizations in the relevant field;
- Organizing internships and other forms of professional development related to the Enterprise's activities;
- Organizing seminars, round tables, conferences, exhibitions, etc.;
- Organizing expeditions;
- Publishing articles on history in mass media;
- Participating in scientific grant competitions and program-targeted financing;
- Promoting the development and strengthening of international relations aligned with the Partnership's goals, establishing business and scientific contacts with foreign organizations performing similar functions;
- Establishing connections with other (domestic and foreign) organizations, institutions, and individuals for the implementation and execution of projects aligned with the Partnership's goals;

– The Partnership may engage in entrepreneurial activities necessary for achieving socially beneficial goals for which the Partnership was established and in line with those goals.

3. PROCEDURE FOR FORMATION OF PROPERTY, DISTRIBUTION OF INCOME, AND COMPENSATION FOR LOSSES

3.1 The sources of the Partnership's property formation are:

Contributions of the participants to the charter capital;

Income received by the Partnership;

Other sources not prohibited by the legislation of the Republic of Kazakhstan.

3.2 The Partnership's property is accounted for on its balance sheet.

3.3 A partner may not dispose of income until full payment of the charter capital has been made.

3.4 Possible losses of the Partnership are covered by the reserve fund, if such fund is established. If the reserve fund is insufficient or absent, the source of loss coverage is determined by the protocol of the general meeting of participants.

4. PROPERTY AND SIZE OF THE CHARTER CAPITAL OF THE PARTNERSHIP

4.1 To support the activities of the Partnership, a charter capital in the amount of 100,000 (one hundred thousand) KZT was formed through the monetary contributions of participants. As of the state registration date, the charter capital is fully formed.

4.2 Increases or decreases of the charter capital are made by protocol of the general meeting of participants in accordance with the legislation of the Republic of Kazakhstan.

4.3 From the Partnership's net income, a reserve capital, production development fund, and other funds may be formed, the size and use of which shall be determined by decision of the sole participant of the Partnership.

5. MANAGEMENT BODIES OF THE PARTNERSHIP

5.1 The Partnership's bodies are:

The supreme body – the decision of the sole founder;

The executive body – the Director.

5.2 The following matters fall under the exclusive competence of the participant:

– Amendments to the Charter, including changes to the size of charter capital, location, and trade name, or approval of the Charter in a new edition;

– Establishment and early termination of the executive body's powers; decision on transferring the Partnership or its property into trust management and defining the terms of such transfer;

– Approval of annual financial statements and distribution of net income;

– Approval of internal rules, procedures for their adoption, and other internal regulations (except those assigned to other bodies by the Charter);

– Decisions regarding participation in other business or non-profit organizations;

– Decisions on the reorganization and liquidation of the Partnership;

- Appointment of a liquidation commission and approval of liquidation balances;
- Decisions to pledge all assets of the Partnership;
- Decisions to make additional contributions to the property of the Partnership;
- Decisions on the establishment of branches and representative offices;
- Decisions on the disposal of real estate on the balance sheet;
- Entering into transactions on behalf of the Partnership exceeding the value of net assets.

5.3 Day-to-day operations and management are carried out by the Director, elected by the sole founder for a term specified in the employment contract, not exceeding 5 years.

5.4 The Director:

- Acts on behalf of the Partnership without power of attorney;
- Issues powers of attorney, including the right of substitution;
- Issues orders related to hiring, transferring, and dismissing employees; determines wage systems, sets salary amounts and bonuses, decides on rewards and penalties;
- Exercises other powers not reserved to the participant, including those delegated by the sole participant.

5.5 The Director is prohibited from:

- 1) Without consent of the participant, concluding transactions with the Partnership that grant personal benefits;
- 2) Receiving commission fees from the Partnership or third parties for transactions concluded by the Partnership;
- 3) Representing or acting in the interests of third parties in relations with the Partnership;
- 4) Engaging in business activities that compete with the Partnership.

5.6 The prohibitions in clauses 1–3 of point 5.5 also apply to the Director's spouse, direct ascendants and descendants, and siblings.

5.7 If the Director violates clauses 5.5 or 5.6 of this Charter, the participant may claim damages to the Partnership in court.

5.8 The Director's rights, duties, and liabilities are defined by the applicable legislation, this Charter, and the employment contract.

5.9 The Director must act in good faith and reasonably in the interest of the Partnership when exercising their rights and duties.

6. RIGHTS AND OBLIGATIONS OF THE PARTICIPANT OF THE PARTNERSHIP (Participation in Activities)

6.1 The Participant of the Partnership has the right to:

- Participate in the management of the Partnership's affairs in the manner defined by this Charter;
- Receive information about the activities of the Partnership and review its documentation;
- Receive income from the activities of the Partnership;
- In the event of liquidation of the Partnership, receive the value of the portion of the remaining property after settlement with creditors, or a portion of it in kind;

- Terminate participation in the Partnership by alienating their share.
- The Participant of the Partnership may also have other rights (and obligations) in accordance with the law. The Participant has the right to challenge in court any decisions of the Partnership's bodies that violate their rights, as provided for by the Law of the Republic of Kazakhstan "On Partnerships with Limited and Additional Liability" and/or the Charter.

6.2 The Participant of the Partnership is obliged to:

- Comply with the provisions of the Charter;
- Make contributions in the manner, amount, and within the deadlines stipulated by the Charter;
- Not disclose information declared as a trade secret by the Partnership;
- Notify in writing the executive body and the registrar (if the register of participants is maintained) of any changes to the information specified in subparagraph 2 of paragraph 2 of Article 17 of the Law of the Republic of Kazakhstan "On Partnerships with Limited and Additional Liability."

6.3 The Participant of the Partnership may have other rights and obligations as provided by law.

7. PROCEDURE AND TERMS FOR PROVIDING INFORMATION TO PARTICIPANTS OF THE PARTNERSHIP AND SHARE PURCHASERS ABOUT THE PARTNERSHIP'S ACTIVITIES

7.1 Provision of information on the activities of the Partnership that affects the interests of its participants is carried out in accordance with the current legislation of the Republic of Kazakhstan.

7.2 The provision of information to share purchasers and the procedure and scope of information provided shall be determined by agreement of the parties and a preliminary share acquisition agreement.

7.3 At the request of a participant, member of the audit commission, external auditor, or share purchaser, the Partnership is obliged to provide access to documents and information about the Partnership's activities within five business days.

8. PROCEDURE FOR MAKING AMENDMENTS AND ADDITIONS TO THIS CHARTER

8.1 Amendments and additions to the Charter of the Partnership are made by decision of the sole participant in the manner prescribed by this Charter.

8.2 The Partnership must notify the justice authorities of Astana about any amendments to the Charter within one month. After this period, any interested party may request the relevant amendments to be entered into the state register of legal entities by court order.

9. PROCEDURE FOR ADOPTION AND REVOCATION OF DECISIONS BY THE PARTNERSHIP BODIES

9.1 Decisions of the supreme body of the Partnership are made in writing. The revocation of a decision by the sole participant can be made only by adopting a new decision.

9.2 Decisions of the sole executive body (Director) of the Partnership on matters within their competence are issued as orders or directives. Revocation of a decision by the Director may be carried out by the Director themselves through a new order, or by the participant through an adopted resolution.

9.3 Internal regulations of the Partnership are developed by the executive body and submitted to the participant for approval. Approval of such internal regulations is formalized by a resolution of the participant.

10. REORGANIZATION AND LIQUIDATION OF THE PARTNERSHIP

10.1 The activities of the Partnership are terminated in the following cases:

- Voluntary or compulsory reorganization;
- By decision of the sole participant;
- By court decision;
- If, as a result of a decrease in charter capital, it falls below the minimum threshold.

10.2 Reorganization of the Partnership through merger, accession, division, separation, or transformation is carried out voluntarily by decision of the sole participant in accordance with the civil legislation of the Republic of Kazakhstan. In cases provided for by law, reorganization through merger or accession requires the consent of authorized state bodies.

10.3 Compulsory reorganization in the form of division or separation is carried out by decision of authorized state bodies or courts in accordance with the legislative acts of the Republic of Kazakhstan.

10.4 Voluntary liquidation of the Partnership is carried out by a liquidation commission appointed by the sole participant. In case of compulsory liquidation by court decision, the liquidation duties are assigned to the Partnership itself, its authorized body, or another appointed entity.

10.5 Liquidation procedures are carried out in accordance with the requirements of the civil legislation of the Republic of Kazakhstan.

10.6 Liquidation is considered complete, and the Partnership as dissolved, from the moment an entry is made in the state register of legal entities.

FOUNDERS:
Zhumatay Samat

Signature: _____

