

A reference has been made in alphabetical order of prohibitions Instance_____

CONTRACT

Purchase and sale of real estate

Republic of Kazakhstan, Mangystau region, Aktau city.
_____ two thousand and twenty-six.

We, the undersigned Limited Liability Partnership "Weatherford Oilfield Services", BIN 990740001552, certificate of state re-registration of a legal entity issued by the Department of Registration of Rights to Real Estate and Legal Entities of the branch of NJSC "State Corporation "Government for Citizens" in the city of Almaty dated 09.11.2018, the location of the legal entity: Almaty, Bostandyk district, Al-Farabi Avenue, 15, PFC "Nurly-Tau", block 4B, office 705, on behalf of the Partnership, on the basis of a power of attorney No__ dated __.__.2026, _____, _____ year of birth, native of _____, IIN _____, residing at the address: Republic of Kazakhstan, _____, hereinafter referred to as the "Seller", on the one hand, and Limited Liability Partnership "_____ " (hereinafter referred to as the Partnership), BIN _____, certificate of state re-registration of a legal entity issued to the Department of Registration of Rights to real estate and legal entities of the branch of NJSC "State Corporation "Government for Citizens" in the city of _____ from _____, location of the legal entity: _____, on behalf of the Partnership, on the basis of the Charter, acts _____, _____ year of birth, native of _____, IIN _____, residing at the address: RK, _____, hereinafter referred to as the "Buyer", on the other hand, when jointly mentioned in the in the text of this Agreement, referred to as the "Parties", and individually as the "Party", have entered into this REAL ESTATE Purchase and Sale Agreement dated " _ " _____ 2026 (hereinafter referred to as the "Agreement") as follows:

1. Subject of the Agreement

1.1. The Seller sells and the Buyer buys real estate located at the address: Mangistau region, Zhanaozen city, industrial zone 2, building 48, consisting of:

- 1) Land plot for the placement and operation of the production base, with an area of 0.5457 hectares, indivisible, cadastral number 13:201:006:2171,
- 2) a checkpoint with an area of 47.9 sq.m., cadastral number 13:201:006:2171:1/A,
- 3) an administrative building with an area of 715.6 sq.m., cadastral number 13:201:006:2171:1/B,B1,
- 4) a garage with an area of 31.5 sq.m., cadastral number 13:201:006:2171:1/B,
- 5) a warehouse with an area of 39.1 sq.m., cadastral number 13:201:006:2171:1/D,
- 6) Gate, cadastral number 13:201:006:2171:1/I,
- 7) fence, cadastral number 13:201:006:2171:1/II,
- 8) fence, cadastral number 13:201:006:2171:1/III,
- 9) canopy, cadastral number 13:201:006:2171:1/IV,
- 10) paving, cadastral number 13:201:006:2171:1/V (hereinafter referred to as "Real Estate").

The said Real Estate belongs to the Seller on the basis of:

- Transfer Act Nob/n dated 09/24/2013, and registered with the registration authority dated 11/16/2021;
- Act of the State Acceptance Commission on the acceptance of the constructed facility for operation Nob/n dated 05/17/2022, and registered with the registering authority dated 01/27/2026

1.2. The Seller guarantees that at the time of conclusion of this Agreement, it is the proper owner who has all the necessary powers to conclude this Agreement.

1.3. The specified Real Estate has not been sold to anyone, is not in dispute and is not under prohibition (arrest), according to the certificate issued by the Branch of NJSC "State Corporation "Government for Citizens" in Mangistau region dated _____ 2026.

1.4. Within the meaning of this Agreement, payment for utilities and fulfillment of tax obligations is not an encumbrance, and the Seller confirms the repayment of all debts at the time of conclusion of this Agreement.

2. Price and payment procedure

2.1. The price of the Immovable Property is _____ (_____) **tenge, including VAT, of which:**

No p/n	Property	Price in tenge with VAT
1.	Land plot for the placement and operation of the production base, with an area of 0.5457 hectares, indivisible, cadastral number 13:201:006:2171	
2.	checkpoint, with an area of 47.9 sq.m., cadastral number 13:201:006:2171:1/A	
3.	administrative building with an area of 715.6 sq.m., cadastral number 13:201:006:2171:1/B,B1	
4.	garage, with an area of 31.5 sq.m., cadastral number 13:201:006:2171:1/B	
5.	warehouse, with an area of 39.1 sq.m., cadastral number 13:201:006:2171:1/D	
6.	Gate, cadastral number 13:201:006:2171:1/I	
7.	fence, cadastral number 13:201:006:2171:1/II	
8.	Fence, cadastral number 13:201:006:2171:1/III	
9.	Cadastral number 13:201:006:2171:1/IV	
10.	paving, cadastral number 13:201:006:2171:1/V	

2.2. The Buyer undertakes to pay the Seller the cost of the Real Estate within 3 (three) business days from the date of conclusion of this Agreement.

Payment is made in tenge.

2.3. In case of delay in payment, the Buyer shall pay the Seller a penalty in the amount of 0.1% of the unpaid amount for each day of delay.

2.4. All costs associated with the execution and state registration of this Agreement in accordance with the current legislation of the Republic of Kazakhstan shall be borne by the Buyer.

2.5. The value of the Immovable Property specified in clause 2.1. is final and is not subject to change upwards or downwards.

2.6. Each Party is responsible for paying all fees and costs charged by their bank(s) related to the performance of this Agreement.

3. Deadlines

3.1. This Agreement shall enter into force from the moment of signing (including the Acceptance Certificate/Acceptance Certificate) by the authorized representatives of the Parties and shall be subject to state registration in accordance with the procedure established by the legislation of the Republic of Kazakhstan.

4. Transfer of Real Estate

4.1. The Seller is obliged to transfer the Real Estate within 10 days from the date of signing this Agreement and receiving payment from the Buyer under the Acceptance Certificate signed by the authorized representatives of the Parties and certified by the seals of the Seller and the Buyer, if any.

4.2. The Buyer has inspected the Real Estate, accepts it in its current condition and confirms the absence of claims against the Seller.

5. Emergence of Property Rights

5.1. The Buyer's ownership of the Real Estate arises from the moment of registration of the Agreement with the Justice authorities of the Republic of Kazakhstan, and the fulfillment by the Buyer of its payment obligations.

5.2. The risk of accidental loss or damage to the Immovable Property before the transfer under the Acceptance and Transfer Act lies with the Seller, after the acceptance of the Real Estate under the above Act on the Buyer.

6. Rights and Obligations of the Parties

6.1. The Seller undertakes:

6.1.1. Transfer to the Buyer the ownership of the Real Estate that is the subject of this Agreement.

6.1.2. Ensure the appearance of its authorized representative for signing and certification with the seals of this Agreement and the Acceptance Certificate, as well as provide the Buyer with the documents provided for by the Agreement for the state registration of this Agreement and registration of ownership of the Real Estate.

6.1.3. Submit all the necessary documents for the conclusion of this Agreement and bear full responsibility for their accuracy.

6.2. The Buyer undertakes:

6.2.1. Pay the full cost of the purchased Real Estate in the manner and within the terms established by Article 2 of this Agreement.

6.2.2. Accept the Immovable Property on the terms and conditions provided for in this Agreement.

7. Liability of the Parties

7.1. The Parties shall be liable for non-fulfillment or improper fulfillment of obligations under this Agreement. In all matters not provided for by this Agreement, the Parties shall be guided by the legislation of the Republic of Kazakhstan.

7.2. Notwithstanding any other provision of this Agreement to the contrary, neither Party shall be liable to the other Party for any indirect, consequential, special, punitive or economic loss or damage, including, without limitation, loss of profits, loss of revenues, loss of rights, loss of rights, loss of rights, loss of business losses, increase in the cost of work, loss of contract or business interruption, howsoever caused.

7.3. After the parties sign the Acceptance Certificate, the Seller shall not be liable for the technical condition of the Real Estate.

8. Dispute Resolution

8.1. All disputes and disagreements that may arise between the Parties in the performance of obligations under this Agreement will be settled through negotiations.

8.2. In accordance with Article 31 of the Civil Procedure Code of the Republic of Kazakhstan, claims for rights to land plots, buildings, premises, structures, other objects firmly connected with the land (real estate) are filed at the location of these objects (Exclusive Jurisdiction).

8.3. This Agreement shall be governed by the substantive law of the Republic of Kazakhstan.

9. Miscellaneous

9.1. Changes in the terms of this Agreement, its termination and termination are possible only with the written consent of the Parties. Unilateral termination of the Agreement is prohibited. All notifications and messages must be sent in writing.

9.2. From the moment of state registration of this Agreement, any changes and additions to it must also be registered.

9.3. This Agreement is drawn up in Russian in 4 (four) copies having the same legal force, one of which is kept in the notary _____ files, the rest are given to the Parties.

9.4. Appendix No 1 is an integral part of this Agreement.

10. Force Majeure

10.1. The Parties shall be exempt from liability for partial or complete non-fulfillment of their obligations under this Agreement, if their fulfillment is prevented by an extraordinary and unavoidable circumstance under the given conditions (force majeure).

10.2. In the event of force majeure circumstances that prevent one of the Parties from fulfilling its obligations under this Agreement, it shall notify the other Party no later than 10 (ten) days from the date of occurrence of such circumstances, and the deadline for fulfilling obligations under this Agreement shall be postponed in proportion to the time during which such circumstances have been in effect.

11. Privacy

11.1. The Parties guarantee and have no right to disclose or use any information related to the conclusion and performance of the Agreement, as well as any information provided by one Party to the other Party in pursuance of the Agreement (hereinafter referred to as the Confidential Information), except when:

- 1) the written consent of the other Party has been obtained;
- 2) it may become necessary in accordance with the requirements of the law, the current rules of accounting or in connection with the request of this information by a court or other authorized state body;
- 3) it is related to the nature of the activity and is necessary for the effective performance of the Agreement.

11.2. For the purposes of this article, the term Confidential Information does not include the following information:

- 1) being publicly available at the time of their use or disclosure;
- 2) have become publicly available (otherwise than through their illegal disclosure or use by the Parties);
- 3) provided to the Parties by a person (other than the Parties) to whom they have become available by legal means and who has the right to disseminate such information.

11.3. The Parties shall ensure that the Confidential Information is not disseminated to any person or used for any purpose by its affiliates, employees, advisers, agents and representatives, except as permitted by the provisions of this Article.

11.4. If the Party is required to disclose Confidential Information in accordance with the reasons specified in this Article, they shall make every effort necessary to obtain a guarantee of non-disclosure of such information by its recipient.

11.5. The Party that allowed the disclosure of the Confidential Information is obliged to compensate for the damage caused by this to the other Party in full. The Party that allowed the disclosure of the Confidential Information acknowledges that compensation for damage alone will not be a sufficient measure of liability for violation of the terms of this Agreement.

11.6. The Party that has accepted the Confidential Information agrees that after the fulfillment of obligations under the Agreement:

- 1) return all Confidential Information provided to it in tangible form (including, without limitation, Confidential Information on computer disks or other electronic media), together with all copies and extracts thereof, and
- 2) confirm to the other Party in writing that all Confidential Information has been returned.

11.7. The Buyer hereby gives the Seller his/her consent to the processing of information, including information about the Agreement and personal data of natural persons, received by the Seller in connection with the Agreement. This consent of the Buyer allows the Seller to process the information personally and (or) entrust the processing of information to other persons.

Processing of information, for the purposes of the Agreement, means actions aimed at its receipt, accumulation, storage, clarification, distribution (including cross-border transfer), as well as other actions that do not contradict the applicable law.

The Buyer also guarantees the availability of consents of third parties required in accordance with the applicable law to process information in the manner prescribed by this clause of the Agreement and undertakes to compensate the Seller for any losses incurred by the Seller as a result of the Buyer's violation of this warranty.

SIGNATURES OF THE PARTIES:

1. _____

2. _____