#### **Terms and Conditions**

for Holding a Tender for Joint Activities for Conducting Geological Exploration and Development of the "Mironovskoye" Gold, Copper, Bismuth, Lead and Silver Deposit

The tender for joint activities for conducting geological exploration and development of the "Mironovskoye" gold, copper, bismuth, lead and silver deposit (hereinafter referred to as the **Tender**) is held based on the decision of the Management Board of OJSC "Kyrgyzaltyn" No. 45 dated "7" August 2025 and the decision of the Board of Directors dated "14" August 2025 No. 45.

These Terms and Conditions of the Tender have been developed in accordance with the Regulation on the Conditions for State Enterprises and Business Entities with at least Two-Thirds State Participation in the Charter Capital to Engage in Joint Activities with Investors for the Implementation of Granted Subsoil Use Rights, approved by the Resolution of the Cabinet of Ministers of the Kyrgyz Republic dated 23 August 2022 No. 472 (hereinafter referred to as the Regulation).

The winner of the Tender will be granted the right to participate in joint activities for conducting geological exploration and development of the "Mironovskoye" gold, copper, bismuth, lead and silver deposit by joining the Limited Liability Company "Shiber-Too," which is a wholly-owned subsidiary of OJSC "Kyrgyzaltyn" with 100% participation in its charter capital.

The Tender will be held in Bishkek city on 21 October 2025 at 10:00 o`clock (local time) at the address: 195 Abdymomunov Street, Bishkek city.

All interested parties, upon payment of the tender participation fee, will be provided upon request with a package of brief geological information on the "Mironovskoye" gold, copper, bismuth, lead and silver deposit.

Applications and accompanying documents of the Tender participants shall be submitted to the General Department/Chancellery of OJSC "Kyrgyzaltyn" at the address: 195 Abdymomunov Street, Bishkek city, no later than "20" October 2025 inclusive, by 17:00 o`clock Bishkek time, and delivered in person to an employee of the General Department/Chancellery of OJSC "Kyrgyzaltyn" with a time mark of application submission. Submission of tender applications by mail is not allowed.

The amount of the **Tender Bid Security** (hereinafter – **TBS**) is KGS 10,000,000 (Ten million Kyrgyz soms).

The Applicant must ensure that the full amount (100%) of the TBS is credited to the organizer's settlement account prior to the opening of the participants' envelopes.

#### **General Information on the Subsoil Areas**

The "Mironovskoye" gold, copper, bismuth, lead and silver deposit is administratively located in the Kemin region of the Kyrgyz Republic near the state border with the Republic of Kazakhstan. Geographically, it is situated on one of the southern spurs of the Kastek Range at altitudes of 1,350–1,850 m, occupying the

valley of the Karabulak River with its tributaries, which flows into the Kichi-Kemin River, itself a right tributary of the main river of the region – the Chu River. The nearest settlement, Karabulak village, is 6.5 km away. The deposit is connected to the district administrative center and the "Kemin" railway station by a 26 km motor road.

The "Mironovskoye" deposit was discovered in 1961 during geological mapping and prospecting works at a scale of 1:25,000. Preliminary exploration was carried out in 1964–1969, followed by detailed exploration in 1970–1973.

Reserve estimation was performed by "Goldex Asia" LLC and "Asiarudproekt" CJSC. In 2012, based on a block model, block cut-off grades were substantiated at 0.7% conditional copper for sulphide ores and 1.0% conditional copper for semi-oxidized ores.

According to the State Commission on Mineral Reserves (GKZ KR) Protocol No. 586 dated 30 August 2012, the geological reserves of the Mironovskoye polymetallic deposit were approved in the author's version under category C1+C2 as follows:

- Ore -1,582.2 thousand tonnes
- Gold -2.692.7 kg (average grade 1.7 g/t)
- Silver 76,035.83 kg (average grade 48.05 g/t)
- Copper 23,608.76 t (average grade 1.49%)
- Bismuth 1,859.06 t (average grade 0.12%)
- Lead 8,349.02 t (average grade 0.52%)

Under License No. 7369 AP dated 18 September 2023 for subsoil use for geological exploration of the "Mironovskoye" deposit, geological exploration must be conducted for the forecasted category P1 resources.

By License No. 7368 AE dated 18 September 2023, the Ministry of Natural Resources, Ecology and Technical Supervision of the Kyrgyz Republic granted OJSC "Kyrgyzaltyn" the right to use the subsoil for the development of the "Mironovskoye" gold, copper, bismuth, lead and silver deposit.

The "Mironovskoye" deposit is classified as a vein-type deposit. Mineralization is localized exclusively within vein contours, whose material composition sharply differs from the host rocks. Geological contacts of all veins with host rocks are distinct.

The deposit comprises 20 veins with ore mineralization, of which 15 veins are located in the hanging wall block and 5 in the footwall block. The majority of veins are localized in isolated, and less frequently in closely spaced or en echelon intersecting fault structures, characterized by sub-latitudinal strike and steep dips (from 50° to 90°, mainly 70–85°). The distances between isolated veins range from 35–50 m to 110–120 m, while between closely spaced veins – from 5–8 m to 20–30 m. The strike length of the veins varies from 100 to 650 m, and their down-dip extent from 50–60 m to 500 m. Thickness ranges from 0.1–0.5 m to 3 m, occasionally reaching 5–8 m.

At the current stage of study, almost all veins have commercial value. However, the most productive veins are the Main, Diagonal, Latitude, and Underthrust veins.

The latter is located in the footwall block, while the first three are in the hanging wall block and are localized within a single fracture system manifested both in the zonal intrusion and in the metamorphic rock mass, consisting of a core seam and splays.

The vein localized in the core structure in the hanging wall block is named the Main vein, while the veins localized in the northern and southern splays are named Diagonal and Latitude, respectively.

Within the ore veins, alternating streaky zones with rich and poor ores are distinguished based on the concentration of useful components. The streaky zones with increased ore mineralization and of commercial interest are hereinafter referred to as ore columns. These do not always correspond to the vein swell zones.

Below is a more detailed description of the largest ore veins.

OJSC "Kyrgyzaltyn"'s contribution to the joint activity will consist of:

1. License No. 7368 AE dated 18 September 2023 for subsoil use for the development of the "Mironovskoye" deposit, with the following corner points in the 1942 rectangular coordinate system:

The total area is 538.7 ha.

2. License No. 7369 AR dated 18 September 2023 for subsoil use for geological exploration of the "Mironovskoye" deposit, with the following corner points in the 1942 rectangular coordinate system:

The total area is 1,315 ha, excluding the development area of 538.7 ha, resulting in 776.3 ha.

The total contribution amount of OJSC "Kyrgyzaltyn" for subsoil use rights for development and geological exploration of the "Mironovskoye" gold, copper, bismuth, lead and silver deposit, according to the report of the independent valuation company "Dependable Company" LLC dated 3 April 2025, is KGS 2,093,954,400 (two billion ninety-three million nine hundred fifty-four thousand four hundred Kyrgyz soms).

#### 1. General Provisions

- **1.1.** The Tender is conducted to identify the Winner who has offered the most favorable conditions in the tender bid for participation in the joint activity. The obligations of the Winner of the Tender and the conditions of participation in the joint activity are determined in accordance with these Terms and Conditions and may be supplemented/modified by the Agreement between the parties, except for special conditions set forth in Section 4 of these Terms and Conditions.
- **1.2.** The announcement of the Tender shall be published on the official website of OJSC "Kyrgyzaltyn" at least thirty (30) calendar days before the deadline for submission of tender proposals.
- **1.3.** The Tender Participants shall submit a document confirming payment of the participation fee and receive a package of brief geological and other information on the License Areas. Payment of the participation fee shall be made in accordance with Clause 6.2 of these Terms and Conditions.
- **1.4.** The Tender Participant must submit the tender bid in a sealed envelope (package). The envelope (package) must contain:
  - the name of the Tender Organizer with its address;
  - the name of the Tender Participant with the actual address and telephone numbers;
  - the title of the Tender subject;
  - the words "DO NOT OPEN UNTIL" with the specified time and date of envelope opening.
- **1.5.** Documents for participation in the Tender, as well as any amendments and supplements submitted by Participants, will not be accepted after the deadline for submission of applications. The submitted documents are not subject to return and shall be kept by OJSC "Kyrgyzaltyn."

## 2. Definitions and Abbreviations Used in the Tender Terms and Conditions

**License Area** – a land plot corresponding to the mining and geological allotments for which a subsoil use license has been issued, defined in the graphic documentation by its corner points in a rectangular two-dimensional coordinate system; the size of the license area is expressed in square kilometers or hectares.

**Tender Organizer** – OJSC "Kyrgyzaltyn."

**Participant** – a legal entity that has submitted a tender bid.

**Tender Committee** – a collegial body formed to review tender bids, decide on the Winner of the Tender, reject tender bids, and address other issues related to the conduct of the Tender.

**Tender Bid** – a set of documents submitted by the Participant for the Tender in accordance with the requirements of these Terms and Conditions.

**Winner of the Tender** – a Participant whose tender proposal is recognized by the Tender Committee as the best in accordance with these Terms and Conditions and is recorded as such in the minutes of the Tender Committee.

**Package of Brief Geological Information** – geological information provided by the Tender Organizer to the Participant.

**Joint Activity Agreement** – an agreement between OJSC "Kyrgyzaltyn" and the Winner of the Tender based on these Terms and Conditions and the terms of the Winner's tender bid, in accordance with the legislation of the Kyrgyz Republic.

**GKZ KR** – the State Commission on Mineral Reserves of the Kyrgyz Republic.

**Terms and Conditions** – the Terms and Conditions of the Tender for determining a participant in joint activities for conducting geological exploration and development of the "Mironovskoye" deposit.

**Commencement of Geological Exploration** – the moment when preparation of the drilling site and technological road suitable for drilling has been completed.

**Commencement of Deposit Development** – the moment when mining operations begin.

## 3. Basic Requirements for Participants and Documents Submitted by Tender Participants

- **3.1.** The Tender is open to legal entities that:
- are registered in the Kyrgyz Republic or in other states;
- do not have compromising, negative, or discrediting information, as well as negative experience of cooperation with OJSC "Kyrgyzaltyn."

## 3.2. Basic Requirements for Tender Participants:

Participants shall submit the following documents in two (2) copies:

- **3.2.1.** Information and documents disclosing the persons who are owners and/or beneficiaries of the Tender Participant, in the format specified in Form No. 2 of these Terms and Conditions.
- **3.2.2.** Documents confirming the authority of the head of the legal entity or an authorized representative of the legal entity.
- **3.2.3.** For legal entities registered (re-registered) in the Kyrgyz Republic copies of the certificate of state registration, charter, and memorandum of association, certified with the seal of the legal entity.
- **3.2.4.** For foreign legal entities copies of the constituent documents and registration certificate, and/or a legalized (if applicable) extract from the state register or another document confirming that it is an active legal entity under the legislation of the country of incorporation.

Constituent documents and registration certificates submitted by foreign legal entities in a foreign language must be accompanied by a notarized translation into the state or official language. The validity period of the extract from the state register or another document must not exceed six (6) months from the date of issue.

## 4. Terms and Execution of the Joint Activity Agreement with the Winner of the Tender

**4.1.** OJSC "Kyrgyzaltyn" and the Winner of the Tender shall conclude a **Joint Activity Agreement**, which will specify the conditions of participation and the

ownership shares in "Shiber-Too" LLC, the procedure for conducting geological exploration of the License Areas, and other conditions based on these Terms and Conditions and the tender bid of the Winner of the Tender.

**4.2.** The Winner of the Tender shall become a full-fledged Participant in the joint company "Shiber-Too" LLC with the share size proposed in the tender bid, taking into account the share of OJSC "Kyrgyzaltyn," which shall not be less than that specified in Clause 4.4.1 of these Terms and Conditions. The Winner's contribution to the charter capital must be proportionate to the share obtained in the charter capital of "Shiber-Too" LLC, considering that the contribution of OJSC "Kyrgyzaltyn" to the charter capital of "Shiber-Too" LLC shall be the licenses for conducting geological exploration and development of the deposit with an appraised value of KGS 2,093,954,400 (two billion ninety-three million nine hundred fifty-four thousand four hundred Kyrgyz soms).

The licenses for subsoil use for the purpose of development and geological exploration of the "Mironovskoye" gold, copper, bismuth, lead and silver deposit shall be contributed to the charter capital of "Shiber-Too" LLC within the timeframes established in accordance with the legislation of the Kyrgyz Republic, based on the market value appraised in the valuation report of the independent valuation company "Dependable Company" LLC dated 3 April 2025.

- **4.3.** Issues related to the development and geological exploration of the License Areas shall be regulated by the Joint Activity Agreement with the Winner of the Tender following the results of the Tender (and subsequently by the memorandum of association concluded between the participants of "Shiber-Too" LLC).
  - **4.4.** Special conditions mandatory for the Winner of the Tender:
- **4.4.1.** The Winner of the Tender shall be obliged to strictly comply with the requirements:
  - on the timelines for the development and geological exploration of the License Areas specified in the tender bid;
  - on the deadlines for completing the construction of required roads, drilling sites, and other infrastructure facilities;
  - to make mandatory payments for re-registration of subsoil use rights in joint activities in the manner and within the timeframes established by the legislation of the Kyrgyz Republic;
  - to ensure full financing of the activities of "Shiber-Too" LLC, whereby financing shall be provided exclusively at the expense of the Winner's own funds and shall not be reimbursed by OJSC "Kyrgyzaltyn" and/or "Shiber-Too" LLC;
  - throughout the entire financial and economic activities, to ensure a non-reducible balance (limit) on the settlement account of "Shiber-Too" LLC in the amount of at least 20% of the charter capital of "Shiber-Too" LLC;
  - the share of OJSC "Kyrgyzaltyn" shall not be less than 30% of the charter capital of "Shiber-Too" LLC.

Failure to comply with these requirements by the Winner of the Tender shall result in the inclusion of penalty provisions in the Joint Activity Agreement.

- **4.4.2.** To involve specialists who are citizens of the Kyrgyz Republic during the construction of infrastructure facilities, including in contracting and subcontracting organizations, in accordance with the legislation of the Kyrgyz Republic.
- **4.4.3.** To accept the condition of the priority right of all branches and structural units of OJSC "Kyrgyzaltyn" to provide works and services for "Shiber-Too" LLC.
- **4.4.4.** To procure goods (inventory and materials) that meet the quality requirements and standards of the Kyrgyz Republic, as well as works and services, including consulting services, necessary to ensure the activities of "Shiber-Too" LLC in the territory of the Kyrgyz Republic, except for goods, works, and services that are not produced, performed, or provided in the Kyrgyz Republic.
- **4.4.5.** To fulfill other obligations stipulated by the legislation of the Kyrgyz Republic.
- **4.5.** The Winner of the Tender shall be obliged to fully and timely pay all taxes, fees, contributions, insurance, and other mandatory payments stipulated by the legislation of the Kyrgyz Republic arising in connection with the implementation of the project for the development and geological exploration of the License Areas and the conduct of activities in the territory of the Kyrgyz Republic.
- **4.6.** The Winner of the Tender shall be granted ten (10) calendar days to sign the Joint Activity Agreement from the date of receipt of the draft agreement from OJSC "Kyrgyzaltyn."
- **4.7.** If it is not possible to sign the Joint Activity Agreement within the specified period, OJSC "Kyrgyzaltyn" reserves the right to:
- **4.7.1.** Continue negotiations with the Winner of the Tender and sign the Joint Activity Agreement based on these Terms and Conditions and the Winner's tender bid.
- **4.7.2.** Terminate the process of concluding the Joint Activity Agreement with the Winner of the Tender and recognize that the Winner has lost the right to participate in the joint activity.
- **4.8.** If the Winner of the Tender is recognized as having lost the right to participate in the joint activity, OJSC "Kyrgyzaltyn," based on the minutes of the Tender Committee, shall have the right to conclude the Joint Activity Agreement with the next applicant in the ranking by total points.

In this case, the next applicant in the ranking shall not have the right to change the conditions of the previously submitted bid and shall sign the Joint Activity Agreement under the conditions of the submitted bid within ten (10) calendar days after receiving the draft agreement from OJSC "Kyrgyzaltyn."

- **4.9.** In the event of changes to the bid conditions or refusal to sign the Joint Activity Agreement, the Tender Bid Security (TBS) shall not be refunded.
- **4.10.** If the mineral reserves in the License Areas are not confirmed in quantities sufficient for the profitability of the joint activity, the participants of "Shiber-Too" LLC shall have no claims against each other and shall bear the risks within the limits of their respective contributions.
- **4.11.** If the Winner of the Tender fails to fulfill or improperly fulfills its obligations under the submitted tender bid and/or as specified in this Section of the

Tender Terms and Conditions and/or the Joint Activity Agreement, the Winner shall be granted a period of not less than six (6) months to remedy the violations.

**4.12.** If, after six (6) months from the date of the notification sent by OJSC "Kyrgyzaltyn" regarding the fulfillment of obligations, the Winner has not fulfilled or has improperly fulfilled its obligations, OJSC "Kyrgyzaltyn" reserves the right to unilaterally terminate the Joint Activity Agreement by sending written notice to the Winner of the Tender, followed by the exclusion of the Winner from the participants of "Shiber-Too" LLC without reimbursement of funds (cash and in-kind) contributed to the joint activity.

### 5. Requirements for the Tender Bid

- **5.1.** The tender bid shall be submitted in the state or official language together with all accompanying documents specified in Section 3 of these Terms and Conditions, in both paper and electronic form (scanned versions on USB flash drives) in two (2) copies and must include:
- **5.1.1.** The amount of financing for the joint activity from own funds without attracting loans (broken down by year);
  - **5.1.2.** A proposal on the size of the shareholding in "Shiber-Too" LLC;
  - **5.1.3.** A financing program and annual work volumes for the License Areas;
- **5.1.4.** A set of measures to ensure industrial and environmental safety, subsoil protection, and rational use of mineral resources;
  - **5.1.5.** A proposal on a social package program;
- **5.1.6.** A proposal on the number of jobs to be provided to the local population; **5.1.7.** An estimate of expenses for the development and geological exploration of the License Areas;
- **5.1.8.** The timeline for the commencement of deposit development and geological exploration works;
- **5.1.9.** Documents on the experience of the Participant (and/or its founders/parent company) in the mining industry;
- **5.1.10.** A document issued by an authorized body of the Kyrgyz Republic confirming the absence of tax liabilities and mandatory insurance contribution arrears. This requirement for confirmation of no arrears does not apply to foreign legal entities;
- **5.1.11.** Technical capabilities, availability of necessary equipment, qualified personnel, licenses (if the activity is subject to licensing);
- **5.1.12.** Documents containing preliminary proposals on the program for development and geological exploration of the License Areas:
- feasibility calculations regarding capital investments, operating costs, and project profitability;
- timelines for the commencement of works and commissioning of mineral deposits;
- application of modern technologies in the development and geological exploration of the deposit;
  - measures for reclamation of disturbed lands.

- **5.1.13.** A document confirming the payment of the Tender Bid Security (TBS) and the participation fee;
- **5.1.14.** Any additional information and documents evidencing the level of qualification and other capabilities of the Tender Participant.
- **5.1.15.** 5.1.15. The tender proposal may also include additional initiatives aimed at enhancing the development of Kyrgyzaltyn OJSC. Such initiatives may extend beyond the mandatory requirements of the tender and are intended to promote the expansion of production capacities, the improvement of infrastructure, or the development of new business directions of Kyrgyzaltyn OJSC (for instance, the establishment of a metallurgical plant, laboratories, or other related facilities).
- **5.2.** As documents confirming the availability of own funds of the Tender Participant for financing the joint activity (project) from own funds without attracting loans, the following shall be accepted:
  - certified copies of bank statements issued by the credit institution servicing the Participant and/or its beneficiary, evidencing the availability of sufficient funds for the current financial year;
  - financial statements prepared in accordance with the applicable International Financial Reporting Standards, confirming the solvency of the Participant for the current financial year.

Where available, it is recommended to provide data for the last three years. If data for three years is not available, the reasons must be specified. Participation in the evaluation is not limited to the provision of the specified period.

All documents submitted by foreign legal entities and prepared in a foreign language, including but not limited to certificates, licenses, permits, financial statements, accounting documents, statements, work programs, feasibility calculations, and other attachments, must be accompanied by a notarized translation into the state or official language of the Kyrgyz Republic.

Where necessary, such documents are subject to legalization or apostille in accordance with international treaties to which the Kyrgyz Republic is a party.

Note: Legalization of documents is not required:

- for participants from countries that have signed the Hague Convention Abolishing the Requirement of Legalization for Foreign Public Documents of 5 October 1961 (Hague Convention), except for countries that have objected to the accession of the Kyrgyz Republic;
- for participants from countries that have signed the Chisinau Convention on Legal Assistance and Legal Relations in Civil, Family, and Criminal Matters of 7 October 2002.

Documents must be bound, separated by dividers, and paginated. Documents shall be submitted in the state or official languages. If documents are submitted in foreign languages, they must be accompanied by notarized translations into the state or official language.

**5.3.** The bid may be withdrawn by the Participant in writing before the opening of envelopes with bids. After the opening of envelopes, bid withdrawal is not allowed.

# 6. Procedure, Deadlines, and Amounts of Payment of TBS and Participation Fee

- **6.1.** Tender Participants shall pay the Tender Bid Security (TBS) in the amount of KGS 10,000,000 (ten million) to ensure compliance with the Tender Terms and Conditions.
- **6.2.** Tender Participants shall pay a non-refundable participation fee in the amount of KGS 100,000 (one hundred thousand), which is not dependent on the results of the Tender.
- **6.3.** The participation fee is intended to cover all expenses of OJSC "Kyrgyzaltyn" for conducting the Tender and is subject to mandatory payment by the Participant. Payment of the participation fee and the TBS shall be made exclusively in the national currency of the Kyrgyz Republic Kyrgyz som by non-cash transfer to the settlement account of OJSC "Kyrgyzaltyn" specified in the tender documentation.
- **6.4.** After signing the Agreement with the Winner of the Tender, the TBS amount shall be refunded upon the Participant's written request within ten (10) business days to the account of the Tender Participant in the same currency and amount in which the payment was made if:
  - **6.4.1.** The Participant is not recognized as the Winner of the Tender;
- **6.4.2.** The Participant withdraws its tender bid before the envelopes are opened by the Tender Committee;
- **6.4.3.** The Tender is declared invalid.
  - **6.5.** The TBS shall not be refunded if:
- **6.5.1.** The Participant withdraws its tender bid after the opening and review of the bid by the Tender Committee but before the Tender Committee's decision on determining the Winner;
- **6.5.2.** The Participant, recognized as the Winner of the Tender, refuses to sign the protocol on the tender results or the Joint Activity Agreement and loses the right to participate in the joint activity.
- **6.6.** The TBS of the Winner of the Tender, after signing the Joint Activity Agreement, shall be transferred by OJSC "Kyrgyzaltyn" to the settlement account of "Shiber-Too" LLC, where it shall be credited as the Winner's contribution to the charter capital when forming the charter capital of "Shiber-Too" LLC by the Participants.
- **6.7.** The TBS and the participation fee shall be paid by the Tender Participants by transferring funds to the settlement account of OJSC "Kyrgyzaltyn" in the national currency (Kyrgyz som) using the following bank details:

OJSC "Kyrgyzaltyn"

TIN: 02403199310039 For Kyrgyz som deposits Bank: OJSC "Aiyl Bank"

Account No.: 1350100026209430

BIC: 135001

#### 7. Tender Committee

**7.1.** The composition of the Tender Committee shall be determined by an order of OJSC "Kyrgyzaltyn."

The Secretary of the Tender Committee, who does not have voting rights, shall be elected by the Tender Committee.

- **7.2.** The functions of the Tender Committee include reviewing tender bids, evaluating them, and selecting the Winner of the Tender and the next-ranked Participant. The Secretary of the Tender Committee shall prepare and organize the Committee meetings, keep the minutes, and count the votes of the members of the Tender Committee during voting.
- **7.3.** The opening of envelopes with documents shall be carried out by the Tender Committee on the next business day after the deadline for submission of documents and shall be formalized in a protocol indicating the names and addresses of the Tender Participants and the documents they submitted. Tender Participants must be present at the envelope opening.
- **7.4.** Tender Participants shall present their programs and provide explanations to the questions raised by the Committee members during the presentation (each Participant shall be allocated up to one (1) hour for the presentation and defense of the program).
- **7.5.** The Tender is conducted in two stages. At the first stage, document selection is carried out. At the second stage, programs, proposals, the economic and financial capabilities of the organization, and other conditions determined by the Tender Committee are reviewed.
- **7.6.** Non-compliance of a Participant with the requirements of these Terms and Conditions, as well as failure to provide the full set of required documents, shall be grounds for rejection of the submitted bid.
- **7.7.** The Tender Committee, no later than the next business day after the deadline for submission of bids, shall review the proposals of the Tender Participants, prepare the protocol of opening, reviewing, and evaluating the bids, and make a decision on the Winner of the Tender and the next-ranked Participant.
- **7.8.** The decision of the Tender Committee shall serve as the basis for signing the Joint Activity Agreement with the Winner of the Tender for participation in the joint activity.

#### 8. Determination of the Winner of the Tender

**8.1.** The Winner of the Tender is determined based on the review and evaluation of the submitted documents and information according to the following criteria using a 5-point scale, taking into account the weight percentage of each criterion for project implementation:

№	Criterion Name	Points	<b>Criterion Weight</b>
1	Size of the contribution (project financing) from own funds without attracting loans from third-party organizations or banks for	1 point for each	40%

	development and geological exploration of the License Areas.		
2	Allocation of participation share in "Shiber-Too" LLC (the share of OJSC "Kyrgyzaltyn" shall not be less than 30%).	1 point for every additional 5% share in "Shiber-Too" LLC.	25%
3	Experience in the mining industry.	For experience of 3, 5, 7, 10, 12+ years, 1 point is awarded accordingly.	19%
4	Number of jobs created for the local population.	1 point for every 20 people.	1%
5	Timeframe for commencement of geological exploration of the License Areas from the date of signing the Joint Activity Agreement.	Up to 6 months – 5 points, for each subsequent month, 1 point is deducted.	4%
6	Timeframe for commencement of development of the License Area from the date of signing the Joint Activity Agreement.	Up to 24 months – 5 points, for each subsequent month, 1 point is deducted.	5%
7	Social package conditions for the local region until the end of development (in million KGS per year).	Up to 1 million KGS – 1 point; 1 point is added for each additional 1 million KGS.	1%
8	Additional proposals aimed at the development of Kyrgyzaltyn OJSC's activities (including participant's initiatives that go beyond the mandatory requirements of the tender and may contribute to the development of production capacities, infrastructure, or new areas of Kyrgyzaltyn OJSC's operations, such as the construction of a metallurgical plant, laboratories, and other facilities).	significance, economic feasibility, and practicability of the proposals, the score may be increased by 1	5 %

**8.2.** Each member of the Tender Committee shall prepare an individual scoring protocol indicating the points for each criterion and the total points for each Tender Participant. Based on the scores, the Tender Committee shall decide on the Winner of the Tender.

- **8.3.** The Winner of the Tender is the Participant with the highest total score. In case of a tie between two or more Participants, the Chairperson of the Tender Committee shall initiate an open voting procedure. Voting shall be conducted separately for each Participant and recorded in the minutes. Each member of the Committee shall be entitled to vote for only one Participant.
- **8.4.** The Winner shall be the Participant who receives the highest number of votes. Committee members may not abstain from voting.
- **8.5.** The decision of the Tender Committee on the Winner of the Tender and the next-ranked Participant shall be announced at the meeting of the Tender Committee and formalized in a protocol signed by all members of the Tender Committee, the Winner of the Tender, and the next-ranked Participant.
- **8.6.** Disputes and disagreements shall be resolved in accordance with the current legislation of the Kyrgyz Republic.

## 9. Confidentiality and Prevention of Corrupt Practices (Unfair Actions)

- **9.1.** Members of the Tender Committee, as well as officials who have access to information regarding the review, evaluation, and comparison of bids, shall not disclose such information to Participants or other persons not officially involved in the review of bids during the Tender process.
- **9.2.** Tender Participants shall provide a commitment in the form specified in Form No. 1 of these Terms and Conditions to refrain from corrupt practices and to maintain confidentiality of information.

#### 10.Declaration of the Tender as Invalid

**10.1.** If there are no bids submitted for participation in the Tender, or if the Winner or the next-ranked Participant with the highest score refuses to sign the Joint Activity Agreement, or if the tender bids fail to meet the established requirements, the Tender shall be declared invalid by a decision of the Tender Committee formalized in a protocol.

### **Contact Numbers for Inquiries:**

(+996 312 66 67 00, +996 312 66 66 70)

#### Form No. 1

to the Terms and Conditions of the Tender for Joint Activities for the Development and Geological Exploration of the

"Mironovskoye" Gold, Copper,

#### COMMITMENT

- 1. The Tender Participant hereby undertakes to comply with and ensure compliance with the following requirements of the anti-corruption legislation of the Kyrgyz Republic:
- **1.1.** When participating in the Tender, the Participant and its affiliated persons, employees, or intermediaries shall not pay, offer to pay, or authorize the payment of any funds or valuables, directly or indirectly, to members of the Tender Committee, members of the Management Board, the Board of Directors, or officials of OJSC "Kyrgyzaltyn" for the purpose of influencing the actions or decisions of these persons to unlawfully obtain material or any other benefits and advantages.
- **1.2.** The Participant and its affiliated persons, employees, or intermediaries shall not engage in actions qualified under the applicable legislation of the Kyrgyz Republic as bribery, commercial bribery, or actions or decisions aimed at unlawfully obtaining material or any other benefits and advantages.
- 1.3. In the event that the Participant suspects that a violation of any provisions of this Commitment has occurred or may occur, the Participant undertakes to notify the Tender Organizer in writing. In the written notice, the Participant shall refer to facts or provide materials that reliably confirm or give grounds to assume that a violation of any provisions of this Commitment has occurred or may occur by other Participants, their affiliated persons, employees, or intermediaries, manifested in actions qualified under the applicable legislation as bribery, commercial bribery, as well as actions that violate the requirements of the applicable legislation and international acts on combating money laundering.
- **1.4.** The information received by the Participant during the Tender process is confidential and shall be protected in accordance with the legislation of the Kyrgyz Republic. The received information may be used by the Participant only for the purpose of submitting the tender bid. Use of the received information for other purposes or its transfer to a third party is allowed only with the written consent of the Tender Organizer who provided the information.

Signature	 	 
Full Name		
Position _		
Date		

Seal

#### Form No. 2

to the Terms and Conditions of the Tender for Joint Activities for the Development and Geological Exploration of the "Mironovskoye" Gold, Copper, Bismuth, Lead and Silver Deposit

### **Certificate on Company Owners**

- 1. Full name of the company.
- 2. Legal address of the company (country of origin).
- 3. Date and place of state registration.
- 4. Form of ownership of the company (private or state-owned).
- 5. Information on the owners of the company (shareholders/participants of the company).
- 6. List other companies in which the company holds 10% or more of shares/interests.

## **Regarding item 5:**

Nº	Name of the legal entity / Full name of the owner	Participation	Legal address / Registration address	Information on supporting documents

### **Regarding item 6:**

Nº	Name of the legal entity / Full name of the owner	Participation share	Legal address / Registration address	Information on supporting documents

The company guarantees that the data and information provided in this certificate are accurate, complete, and reliable.

Signature		
Full Name	 	
Position	 	 
Date	 	
Seal		

#### Form No. 3

to the Terms and Conditions of the Tender for Joint Activities for the Development and Geological Exploration of the

"Mironovskoye" Gold, Copper,

## **Application for Participation in the Tender**

I,	
Full N	Vame
(ident	rification document, series, number, date of issue)
acting	g on behalf of
	name, registration number, date and registration authority, address, bank details
	e legal entity)
	e basis of (power of attorney
Chart	
hereb	y declare my intention to participate in the Tender to be held on "'
	2025 for participation in joint activities on the License Areas
	acted at the address: 195 Abdymomunov Street, Bishkek city.
1.	In accordance with this intention, I have paid the Tender Bid Security and the
	participation fee in the amount of
	soms. Kyrgyz
2	By signing this application, the Participant understands, agrees with, and
2.	
	accepts all the terms set forth in the Tender Terms and Conditions and the
	Criteria for Determining the Winner of the Tender for participation in joint
TD1	activities on the License Areas and guarantees their fulfillment.
The j	package of brief geological and other information on the License Areas
	has been received by
me.	. C.1 A 1' . (A .1 ' 1D )
	ture of the Applicant (Authorized Person)
Date .	