

Rules for provision of Corporate Season Ticket Services

These Rules for provision of Corporate Season Ticket Services (hereinafter – the Rules) developed in accordance with the legislation of the Republic of Kazakhstan are an integral part of Public Agreement (Offer) (hereinafter – the Agreement) concluded between the Operator in the name of “Astana parking space” LLP (hereinafter – the Contractor) and a Corporate client (hereinafter referred to as the Customer), and determine the procedure for the rendering of services of a Corporate Season Ticket by the Contractor.

1. Terms and Definitions

This Agreement contains the following terms which have the meaning as defined in this section, unless the context otherwise requires:

- 1.1. **Corporate Season Ticket (hereinafter – the Season Ticket)** is an option that grants individual entrepreneurs and/or legal entities the right to park within 30 (thirty) calendar days in all paid parking zones located on the Contractor's website <https://astanapark.kz>.
- 1.2. **Corporate Season Ticket Service (hereinafter – the Service)** is a service on a paid basis to provide Corporate clients with the right to park within 30 (thirty) calendar days in all paid parking areas in accordance with the Application specified on the Contractor's website: <https://astanapark.kz>.
- 1.3. **Application to enter the Public Agreement and receive Corporate Season Ticket (hereinafter – the Application)** is an official request of the Customer to enter the Public Agreement and receive a Season Ticket with the vehicles indicated, for which the Customer pays for services. The Application is provided in scanned form according to the sample specified on the Contractor's website: <https://astanapark.kz>.
- 1.4. **Corporate Season Ticket User (hereinafter – the User)** is an employee or worker of the Customer who uses the vehicle specified in the Application.
- 1.5. **Corporate Client (hereinafter – Customer)** is a legal entity or individual entrepreneur who is provided with Season Ticket services.
- 1.6. **Contractor** is the legal entity recognized as the winner of the competition held in accordance with the legal acts of the Akim's office of Nur-Sultan city, engaged in the construction (infrastructure development), the continued operation and management of paid city parking lots in Nur-Sultan city, including providing services on acceptance of payments from a Corporate Customer of parking space with the fee to the Nur-Sultan city budget in accordance with the terms of the Agreement of public and private partnerships.

2. Subject of the Rules

- 2.1. These Rules specify the procedure for providing Corporate Season Ticket services. In accordance with these Rules, the Customer submits an Application and makes payment in the manner and under the conditions specified in these Rules, and the Contractor provides the Customer with the Service.
- 2.2. The Service is provided by the Contractor according to the Application specified on the Contractor's website: <https://astanapark.kz>. In this case, the Contractor is not entitled to provide the Service until 100 % (one hundred percent) of the prepayment for the Service provided by the Application, and the Customer is notified of the beginning of the Season Ticket period.
- 2.3. The Season Ticket period is calculated from the moment the Contractor notifies the Customer of the beginning of the Season Ticket period.
- 2.4. The Season Ticket is valid for 30 (thirty) calendar days for all parking zones in the Nur-Sultan city, located on the Contractor's website <https://astanapark.kz>.
- 2.5. The Application is made for all vehicles, with the exception of tractors, self-propelled vehicles and vehicles whose dimensions exceed the size of parking spaces in communal paid parking lots.
- 2.6. The Contractor is not responsible for the safety of vehicles or other property (including the properties left in the vehicles in the parking lot).

3. Rights and Obligations of the Parties

3.1. Rights and Obligation of the Contractor

- 3.1.1 The Contractor undertakes to provide the Customer with the Service in accordance with these rules, the Public Agreement and the data specified in the Application.
- 3.1.2 The Contractor is obliged to start rendering the Service from the moment the Customer is notified of the beginning of the Season Ticket period.
- 3.1.3 The Contractor has the right not to start rendering services or suspend their provision in cases when the Customer violates their obligations under the Agreement, including failure to submit the Application or otherwise directly or through representatives hinders the Contractor in providing services, which entails the inability to perform the Agreement by the Contractor, as well as in the presence of circumstances that clearly indicate that the performance of these duties will not be performed.
- 3.1.4 The Contractor, in cases of receiving requests, orders, notifications from state/supervisory authorities with a request to terminate the provision of Services under this Agreement, has the right to unilaterally suspend the provision of Services, notifying the Customer no later than within 5 (five) business days from the date of suspension of the provision of Services. Such cases will not be considered interruptions in the provision of Services, and the Contractor will not be liable to the Customer for such interruptions.
- 3.1.5 The Contractor has the right to refuse to provide the Service to the Customer and unilaterally refuse to perform the Agreement for justified reasons. Justified reasons include the following: inability to provide the Service due to the actions of third parties, acts of state bodies, prohibitive actions of state bodies, the presence of

violation of the requirements of the legislation of the Republic of Kazakhstan, the rights of users or the rights of third parties when providing the Service, and force majeure. At the same time, the Contractor is not responsible for the losses incurred and other expenses of the Customer related to this paragraph.

3.2. Rights and Obligation of the Customer.

3.2.1 The Customer has the right to purchase a season period valid for 30 (thirty) calendar days for all parking zones in Nur-Sultan city at the price and on the terms specified on the website astanapark.kz.

3.2.2 The Customer is obliged to provide the necessary information, data for the provision of Services specified in the Application.

3.2.3 The Customer undertakes to resolve the dispute with the user independently and at his/her own expense, if the issues do not affect, are not related to or do not arise from the terms of the Agreement, and do not require the participation of the Contractor.

3.2.4 The Customer undertakes to immediately notify the Contractor of any complaints received from users, government agencies, or others in connection with the rendering of Services.

3.2.5 If the Customer provides personal data of his/her authorized representatives/contact persons to interact within the framework of these Rules and the Public Agreement, in order to comply with the requirements of regulatory legal acts and/or to satisfy requests received by the Contractor from state/supervisory authorities and third parties, the Customer guarantees the prior consent of his/her authorized representatives/contact persons to transfer their personal data to the Contractor.

3.2.6 The Customer undertakes to accept and make payment for the Services rendered by the Contractor within the terms specified by these Rules.

3.2.7 The Customer undertakes to ensure the confidentiality of information received under these rules and the Public Agreement.

3.2.8 The Customer provides the Contractor with protection and settlement of disputes in any prosecution and/or complaints and claims of third parties in connection with the provision of Services under these Rules and the Public Agreement or other actions against the Contractor, if in the course of such proceedings it is revealed that the provision of Services violates any right of a third party. The Customer guarantees the Contractor compensation for all expenses and losses incurred by the Contractor on the basis of a final decision made by a court of relevant jurisdiction, in the event that a third party submits a claim to the Contractor regarding the performance of the terms of these Rules and the Public Agreement.

4. Order for Registration and Acceptance of the Application

4.1. The Application submitted by the Customer shall contain the information necessary for the Contractor to fulfill their obligations under these Rules. The Application is submitted in strict accordance with the form specified on the official website of the Contractor, and shall be sent to the Contractor's email address.

4.2. The Customer shall attach the document confirming the authority of the person

who puts his/her signature on such document as an Application on behalf of the Customer in addition to the Application, and fill in their data in the Season Ticket/Corporate client section specified on the official website of the Contractor.

4.3. If the submitted application complies with the form specified on the official website of the Contractor and a document confirming the authority of the signatory of such Application is provided, the Contractor undertakes to accept the relevant Application (s) and send a notification of acceptance of such Application (s). After providing the notification and verifying the Customer's data in the Application, the Contractor issues an invoice for prepayment to the Customer.

4.4. If the submitted application does not comply with the form specified on the official website of the Contractor and (or) there is no document confirming the authority of the signatory on behalf of the Customer, the Contractor rejects the Application and notifies the Customer within 1 (one) business day from the date of receipt of such Application.

4.5. If within 5 (five) business days the Customer does not make an advance payment in the amount of 100 % (one hundred percent) for the Service by the Application, such Application is considered rejected. The amount of prepayment made by the Customer in the amount of less than 100 % (one hundred percent) for the Service under the Application is refunded within 3 (three) business days from the date of rejection of the Application.

4.6. If the Customer has no objection to the Application, the Customer undertakes to make an advance payment in the amount of 100 % (one hundred percent) for the Service by the Application within 5 (five) business days from the date of receipt of the invoice for prepayment.

4.7. After making a prepayment for the Service under the Application, amendments to the Application are not allowed.

4.8. In case of incorrect filling in of the Application by the Customer, all risks arising from the erroneous filling in of such an Application are carried by the Customer only.

4.9. The prepayment must be made to the account specified in the invoice for advance payment.

5. Services, Payment Procedure and Payment Terms

5.1. The cost of a season ticket for one vehicle is 15 thousand tenge for 30 (thirty) calendar days, including VAT.

5.2. The Customer makes 100 % (one hundred percent) prepayment for the Service specified in the Application within 5 (five) business days after receiving the invoice issued by the Contractor.

5.3. The date when the Contractor receives 100 % (one hundred percent) of the prepayment is the date when funds are debited from the Customer's current account and received in full to the Contractor's personal account.

5.4. The act of services rendered shall be issued by the Contractor in electronic form via the electronic invoice information system (ESF) from the moment the Customer is notified of the beginning of the Season Ticket period, and the Customer shall sign and accept the act of services rendered in this information system or provide a written reasoned refusal within 3 (three) business days from the date of

receipt of such act. If the act of services rendered is not signed in the information portal and (or) there is no reasoned refusal within the period specified in this paragraph, such act is considered accepted. The invoice is issued by means of the ESF in accordance with the requirements of tax legislation, simultaneously with the act of services rendered.

5.5. The Season Ticket price agreed by the Parties for one vehicle is fixed and is not subject to change during the period of validity of the Public Agreement.

5.6. In case of early termination of the Public Agreement on the initiative of the Customer, the prepayment amount is not refundable.

6. Confidentiality

6.1. The term “confidential information” includes, without limitation, technical, financial, commercial, banking secrets, know-how, usernames and passwords, and other information related to the activities of the Parties and their contractors that is not publicly available, which became known during the conclusion or execution of this Agreement.

6.2. Information transmitted by the Parties to each other as part of the Services under this Agreement, including personal data of Season Ticket users, is also confidential information and is provided by the Parties to each other, as well as to third parties, only if the Customer has the consent of the Season Ticket users.

6.3. Each of the Parties undertakes not to disclose and/or otherwise provide to third parties confidential information of the other Party, access to which this party has or can get at the conclusion and/or execution of this Agreement without the prior written consent of the other Party, except in cases expressly provided for by the legislation of the Republic of Kazakhstan.

6.4. Information will not be considered confidential if it is obtained from a publicly available, official source.

6.5. Transfer of confidential information to third parties, publication or other disclosure of it during the term of this Agreement and 5 (five) years after its termination may be carried out only with the written consent of the Parties or in cases expressly provided for by the current legislation of the Republic of Kazakhstan.

6.6. Confidential information and trade secrets are brought to the attention of only those employees of the Parties who are directly involved in the performance of this Agreement. Each Party has the right to provide confidential information to their founders, shareholders, auditors, and consultants without the consent of the other Party.

6.7. The Party that violates the terms of confidentiality is liable in accordance with the current legislation of the Republic of Kazakhstan.

7. Responsibility of the Parties

7.1. The Parties are responsible for non-performance and/or improper performance of obligations under this Agreement in accordance with the current legislation of the Republic of Kazakhstan and the terms of this Agreement.

- 7.2. The Contractor shall not be liable for damages, arrears, fines and other types of sanctions resulting from incorrect filling in of the Customer's application.
- 7.3. If the Contractor violates their obligations to provide the Service, the Customer has the right to charge a penalty of 0.1% of the cost of Services for each day of delay in the corresponding period in which the Service was delayed, while the total amount of the penalty may not exceed 5 % (five percent) of the entire prepayment amount.
- 7.4. If the Customer violates the obligations stipulated in this Article, the Contractor has the right to immediately suspend the provision of Services to the Customer and/or terminate this Agreement unilaterally by sending a corresponding notification to the Customer, which does not exempt the Customer from paying the debt and penalties specified in this Agreement.
- 7.5. In case of violation of the terms of this Agreement by one of the Parties, the other Party notifies in writing about the need for immediate elimination of the violation. If the defaulting Party fails to remove the violation within the period specified in the notification, as well as in the case of repeated violation of the terms of this Agreement, the second Party has the right to refuse to perform the Agreement and unilaterally terminate the Agreement without signing a written Agreement by sending a notification 10 calendar days before the expected termination date.
- 7.6. The Customer protects the Contractor from any lawsuits, administrative and judicial proceedings, claims from state/supervisory authorities, Season Tickets users and other third parties related to the use of the Services by the Customer and/or violation by the Customer of the obligations established by this Agreement, including to transfer and process personal data by the Customer to the Contractor due to the lack of documents confirming the consent of Season Ticket users.
- 7.7. The Parties are fully responsible for disclosure of confidential information without the written consent of the other Party under this Agreement and the Service provided, as well as for disclosure of confidential information to both Season Ticket users and third parties, which is provided under this Agreement.

8. Circumstances of Insurmountable Force (Force Majeure)

- 8.1. The Parties are relieved from responsibility for partial or complete failure to fulfill obligations hereunder if this failure was a consequence of force majeure arising after the conclusion of this Agreement and which the Parties could not foresee or prevent. The specified circumstances in this Agreement also include natural disasters (earthquakes, floods, fires, typhoons, etc.), military actions, mass diseases (epidemics), accidents on public communication networks and Internet networks, accidents on electric networks, changes in the legislation of the Republic of Kazakhstan, requirements of state bodies of the Republic of Kazakhstan and other circumstances beyond the control (unavoidable and unforeseen) of the Parties that directly affected the performance of the Agreement.
- 8.2. Upon occurrence of the circumstances specified in paragraph 8.1 of these Rules, each Party is obliged to notify the other Party in writing within 7 (seven) calendar days by fax or other means of communication with the mandatory

provision of a supporting document to the authorized organization. The notification shall contain information about the nature of the circumstances.

- 8.3. In case of occurrence of circumstances provided in paragraph 8.1 of these Rules, the deadline Party's obligations under this Rule and the Public Agreement shall be suspended in proportion to the time during which act these circumstances.
- 8.4. If the circumstances listed in paragraph 8.1 of these Rules and their consequences continue to affect over than 2 (two) months, the Parties shall conduct additional negotiations to identify acceptable alternative ways to perform the Public Agreement.
- 8.5. The Party that failed to notify or untimely notified of non-performance or improper performance of obligations under these Rules and the Public Agreement due to force majeure circumstances may not refer to them in the future, except in cases where such non-notification or untimely notification is directly caused by these circumstances.

9. Disputes Resolution

- 9.1. Disputes between the Parties under these Rules and the Public Agreement are resolved by the Parties through negotiations, and if no consensus is reached, they are subject to consideration in the specialized inter-district economic court of Nur-Sultan city.
- 9.2. The Parties agree to accept information transmitted in electronic form and/or on paper as evidence for resolving disputes and disagreements, including when resolving disputes in judicial bodies in accordance with the current legislation of the Republic of Kazakhstan.

10. Other Terms of the Rules

- 10.1. Grounds for early termination are:
 - a) non-fulfillment and/or violation by the Parties of the obligations established by the Public Agreement and these Rules;
 - b) if the Customer refuses to make the prepayment within the time period established by these Rules;
 - c) if the Contractor refuses to provide services for justified reasons.
- 10.2. Termination of the Public Agreement does not release the Parties of the Agreement from fulfilling their financial obligations under the Agreement and from liability for its violation.
- 10.3. The User is notified of changes in of the Rules by publishing the relevant information in the information and telecommunications network on the Contractor's website at the address <https://astanapark.kz>, in the "Corporate clients" section. The Contractor has the right to accept such changes unilaterally, including in the case of changes to the normative legal acts of the Akim's office of Nur-Sultan city specified in paragraph 4.1. of the Public Agreement.

Appendix
to the Rules for provision of Corporate
Season Ticket Services

To: “Astana parking space” LLP

Applicant: _____
(legal entity)

BIN:

Beneficiary Code:

BIC:

Bank:

IIC:

Legal address:

**Application Form
to enter the Public Agreement and receive a Corporate Season Ticket**

No. _____ **dated “** **“** _____ **20** _____

1. By this application, the Corporate client confirms that they are familiar with the terms of the Public Agreement and the Rules for provision of Corporate Season Ticket Services specified on the Operator's website <https://astanapark.kz>, as well as fully and unconditionally enters, agrees and undertakes to fulfill all the terms of the Public Agreement and the Rules for provision of Corporate Season Ticket Services.

2. List of vehicles that are claimed to be placed in parking spaces:

| No. | State registration number of the vehicle (hereinafter – the Vehicle) | Vehicle trademark/category |
|-----|---|-------------------------------|
| 1. | | |
| 2. | | |
| 3. | | |
| 4. | | |

3. The Corporate client agrees that the period of validity of the Corporate Season Ticket is calculated from the moment of notification of the beginning of the period of validity of the Corporate Season Ticket.

4. The Corporate client acknowledges that the following contacts are the current contacts for data exchange.

5. By signing this application, the Corporate client confirms that they are familiar with the list of paid parking spaces specified on the site www.astanapark.kz.

4. Contact person of the Corporate client:

On behalf of the Corporate client:

Name: / _____

Title: / _____

Phone:/ _____
Email:/ _____
Signature _____
Stamp (if any)

* This Application is attached in scanned form with the signature and stamp (if any) of the legal entity on the site www.astanapark.kz in the Season Tickets/ Corporate season tickets/Application for a corporate season ticket.