

Public Telecommunications Services Agreement Direct Marketing service

This Public Agreement (the Agreement) defines the terms of the Direct Marketing service provided by Kcell JSC, hereinafter referred to as "Operator", to the person who has joined and accepted the terms and conditions of this Agreement, hereinafter referred to as "Client". The Client and the Operator are hereinafter referred to as the "Parties" and individually as a "Party" or as stated above.

1. Definitions

1.1. In this Agreement and/or Appendices/Supplementary Agreements hereto the following terms shall have the meanings ascribed to them in this section, unless the context requires otherwise:

1.1.1. **Subscriber** – a natural person who uses Operator's services and has subscribed to the SMART Bonus Program and, as a user of the Direct Marketing service, acts as the recipient in the Information Campaigns in accordance with this Agreement and Client's Service Request.

1.1.2. **SMART Bonus Program** – Operator's service that allows subscribers to this Program, subject to their consent, to receive information and advertisements via SMS and/or other means available to the Operator, as well as receive bonus units under the SMART bonus program. Subscribers to the SMART Bonus Program may not be sent more than 10 information messages within a calendar month.

1.1.3. **Information Campaign (or information)** refers to the Operator's Direct Marketing service that allows the Client to inform the subscribers to the SMART Bonus Program on services/products of the Client, their promotions, special offers, discounts, etc. by means of:

- bulk SMS ads;
- telephone calls through IVR;
- telephone calls by Operator's Call Center operators (Telesales)

without the Client's access to subscribers' mobile numbers and personal data.

Client is responsible for selecting special offers, promotions, sales, discounts and creating SMS messages as well as phone call scripts, subject to Operator's approval.

1.1.4. **Report** – report that includes information on the number of messages delivered/contacts delivered, delivery status and time.

1.1.5. **Reporting period** – calendar month.

1.1.6. **Targeting** – the process of formation of a target audience for the Information Campaign. The list of Targeting parameters is determined by Operator and is stated in the relevant Appendix to this Agreement.

1.1.7. **Target audience** – group of Subscribers selected by Operator based on the parameters (targeting criteria) specified by the Client.

1.1.8. **SMS-message/message** – a short text message of up to 264 Kazakh or Cyrillic characters, or up to 600 Latin characters in length, that contains up-to-date information on promotional offers, sales, discounts, etc.

1.1.9. **IVR** – automatic calls to subscriber numbers with an audio ad playing during the call

1.1.10. **Telesales** – calls to subscriber numbers from Operator's Call Center.

1.1.11. **Script** – attachment to the Request submitted under this Agreement, which contains the texts and rules the Call Center operators must use and follow when providing Telesales service.

1.1.12. **Service Request** – a document issued under this Agreement, which contains the name of the Information Campaign, communication method, targeting parameters, schedule, texts of advertising message and scripts and other conditions which the Parties deem necessary to include

in the Service Request. The Service Request template is provided in Appendix #1 to this Agreement.

2. Subject of the Agreement

2.1. Under this Agreement, Operator shall, based on the Client's written Service Request, provide the Direct Marketing service and as part of that service run the Information Campaigns (further as Information Campaigns / Information or Services) for the Client, and the Client shall accept and pay for the Services.

3. General Conditions

3.1. The text of SMS messages provided by Client to be sent to Subscribers within the frames of the Information Campaign must meet the following requirements:

3.1.1. be written in accordance with grammar, spelling rules of the Kazakh language or any other language in which it is written. Each sentence and proper names should start with capital letters. Words written in capital letters are allowed for commonly known acronyms or registered trademarks;

3.1.2. space should be used between words and after punctuation marks. (Example of text that is not allowed: "== ++ Sale !!!!! ++ ==");

3.1.3. meet the requirements established for SMS messages;

3.1.4. the content of SMS messages must meet the requirements established by the legislation of the Republic of Kazakhstan, including the Law of the Republic of Kazakhstan "On Advertising";

3.1.5 the text SMS messages must be provided in Russian and Kazakh languages;

3.1.6 use offensive or obscene language as well as mentioning of tragic events (for example: murder, death, act of terrorism, funeral, etc.) is prohibited;

3.1.7 comparisons with the goods and services provided by other legal entities and individuals is prohibited;

3.1.8 direct indication of Subscriber's age and / or name, etc. is prohibited (for example: "Are you 25?").

3.2. The Client's IVR script must:

3.2.1. be prepared as per the Request template ;

3.2.2. be up to 60 sec in length;

3.2.3. if prepared by Client himself, be in mp3, mp4, wav format;

3.2.4. meet the requirements listed in par 3.1.4-3.1.8 of this Agreement.

3.3. The Client's Telesales script must:

3.3.1. be prepared as per the Request template;

3.3.2. meet the requirements listed in par 3.1.4-3.1.8 of this Agreement.

3.4. The IVR/Telesales script, SMS message, as well as the Targeting criteria shall be provided by the Client to the Operator within 10 (ten) working days prior to commencement of Service. Should the Client fail to comply with this provision, Operator has the right to refuse to provide the Information Campaign service to the Client.

3.5. The Bulk SMS/IVR/Telesales is agreed between the Parties in the relevant Request.

3.6. The Operator does not accept Requests for Information Campaigns if they do not meet the requirements set forth in this Agreement, as well as Operator's policies and procedures.

3.7. Under this Agreement, the Client may on no account whatever create, store, distribute or transmit to the Subscribers messages / information aimed at undermining the state, constitutional and social order, violation of the territorial integrity, political independence and state sovereignty of the Republic of Kazakhstan and other states, propaganda of war, terrorism, violence, national exclusiveness and religious hatred, racism and its varieties (anti-Semitism, fascism), data or information discrediting honor and dignity of citizens of the Republic of Kazakhstan, the

interference with their privacy, pornographic materials, product information, production or sale of which is prohibited by law, as well as other information and actions that violate the laws of the Republic of Kazakhstan. The content of messages / scripts must also fully comply with the norms of the current legislation, including the norms of the law on the protection of copyright and related rights, other intellectual property rights, legislation on advertising and personal data protection; not violate the rights and freedoms of individuals, public associations, organizations, the state, do not violate any other constitutional rights of citizens; not infringe on non-material rights, including life and health, personal dignity, personal inviolability and business reputation, privacy, personal and family secrets, the right to free movement and choice of residence and place of residence, the right to a name, the right of authorship, other personal non-property rights and other intangible benefits belonging to a citizen from birth or by law.

3.8. The Client shall hold the Operator harmless from any claims of Subscribers, rightholders, and any other third parties with regard to the disseminated Information Campaigns under this Agreement.

3.9. The Client shall be liable for breach of par 3.7. and 3.8. of this Agreement in accordance with the legislation. The Client shall also be solely liable to the Operator and / or third parties for losses incurred as a result of such breach. In case of breach, the Operator has the right to, unilaterally without a court decision, withdraw from this Agreement by giving the Client a written or electronic notice to that effect.

4. Rights and responsibilities of the Parties

4.1. Rights and responsibilities of Operator:

4.1.1. Ensure the operability of its equipment and communication channels involved in the distribution of messages.

4.1.2. Provide the Services in accordance with an agreed timetable.

4.1.3. Send information messages to the Subscribers of the SMART bonus program.

4.1.4. Stop sending information messages to the Subscribers after they unsubscribe from the SMART bonus program.

4.1.5. Timely issue the monthly Certificates of Work Completed (Certificate).

4.1.6. Should the Client fail to fulfil its obligations hereunder, including payment obligations, the Operator has the right to suspend the provision of the Services until the violations are cured by the Client.

4.1.7. The Operator has the right to unilaterally and at any time change the cost of the Services under this Agreement, subject to giving the Client a 5 (banking) days' notice, in writing or by e-mail or fax, to that effect.

4.1.8. The Operator reserves the right to refuse to sign the Client's Request for Service without explaining the reasons.

4.2. Rights and responsibilities of Client:

4.2.1. The Client is an individual entrepreneur or a legal entity duly registered in accordance with the law and has sufficient business experience in the field of marketing activities.

4.2.2. The Client must not be in the process of bankruptcy, liquidation or undergo reorganization, and his property should not be under arrest.

4.2.3. The Client must provide the following documents confirming its compliance with the above requirements (for non-RK residents – apostilled documents attached with a notarized Russian translation is required):

- Document (decision of the authorized management body of a legal entity on appointment of chief executive director, power of attorney), confirming the authority of the person signing this Agreement as well as other official documents on behalf of the Client;
- Company Charter;
- Bank account details;
- Certificate of state registration (re-registration) of a legal entity (for non-RK residents -

Extract from the trade register is required);

- A copy of the certificate of registration for VAT (if any).

4.2.4. The Client undertakes to ensure the availability of all rights and permits, including certificates or licenses from the relevant authorities in respect of objects (goods / services, promotions, offers, discounts) specified in the Information Campaigns. The Client undertakes to bear full responsibility for compliance with the terms of provision and quality of its services / goods, and their compliance with the current legislation of the Republic of Kazakhstan; to keep harmless and protect the Operator from all and any claims related to the reliability of the information provided to the Subscribers regarding the services / products, promotions, offers, discounts of the Clients; to settle such claims independently and to reimburse the Operator for any damage resulting from the Subscribers' complaints, third party claims arising in connection with Information Campaigns.

4.2.5. The Client shall make timely payments for the Operator's services in accordance with the terms and conditions of this Agreement and Appendices hereto as well as Service Requests.

4.2.6. The Client shall make changes to the texts of messages / scripts at the request of the Operator.

4.2.7. The Client shall within 5 (five) banking days from receiving the Report and Certificate from Operator sign the Certificate or provide a written motivated refusal to do so, stating the reasons for refusal.

4.2.8. The Client shall place the initial Request for Service no later than 60 (sixty) calendar days from the effective date of the Agreement.

4.2.9. The Client shall reimburse the Operator for all documented damage caused through the Customer's actions / inaction.

5. Cost of Service and payment procedure

5.1. The cost of Operator's services hereunder is determined based on the rates published on Operator's website at <https://www.kcell.kz/ru/product/direct-marketing>.

5.2. Operator may change the rates, such being the case the new rates will apply 5 (five) business days after they have been published on Operator's website at <https://www.kcell.kz/ru/product/direct-marketing>.

5.3. The Client's use of the Services after the new rates have come into force shall be his unconditional consent to such changes. If the Client does not agree to the new rates, he has the right to terminate this Agreement by giving the Operator a written notice of termination before the new rates come into force.

5.4. Within 15 (fifteen) business days after the end of Reporting Period in which the Operator provided the Services to the Client, the Operator shall send the Client a Report, the Certificate (two copies) and an invoice. The Client shall within 5 (five) calendar days of receipt of those documents, sign the Certificate and return one signed copy to the Operator.

5.5. If the difference between data in the Report and Client's data is less than 5%, payment shall be made based on the Operator's Report.

5.6. If the difference between data in the Report and Client's data is more than 5%, the Client shall within 5 (five) calendar days of receipt of the Report, the Certificate and an invoice from Operator send the Operator with registered mail a written motivated refusal to sign the Certificate and attach a detailed report and other supporting documents. If the Operator agrees with the Customer's claim, the Parties shall make changes to the Report, Certificate and invoice. In case of Operator's disagreement with the Client's claim, the Parties shall carry out reconciliation of accounts in order to establish the causes of discrepancies and agree on the volume of Services rendered by the Operator. Once the Parties have agreed on the amount of Services rendered in that Reporting Period, the Operator shall issue a correct invoice.

5.7. If the Operator does not receive any claim and detailed report from the Client with objections within the term established above, the Services shall be deemed to be have been provided by the Operator and accepted by the Client in full.

5.8. The Client shall pay for the Services within 5 (five) business days from the receipt of the invoice.

5.9. For Subscribers shall not be charged for receiving the SMS-messages. The Client shall pay to Operator the cost of the delivered SMS-messages.

6. Confidentiality

6.1. The term “Confidential Information” includes without limitation technical, financial, commercial, banking secrets, know-how and other information related to the activities of Operator and Client, their counterparties, and non-public information, which became known in the process of conclusion or performance of this Agreement.

6.2. Each Party undertakes not to disclose and/or otherwise make available to third parties confidential information of the other Party, access to which it has or may get in the negotiation and/or execution of this Agreement without the prior written consent of the other Party, except as provided for by legislation.

6.3. Information will not be considered confidential, if it is obtained from the public, official source.

6.4. Transfer of confidential information to third parties, publication or its other disclosure during the term of this Agreement and after five (5) years on its termination may take place only by written agreement of the Parties, or in cases expressly stipulated by the current legislation of the Republic of Kazakhstan.

6.5. Confidential information and trade secrets shall be communicated to only those employees of the Parties, who are directly involved in the execution of this Agreement. The Party, which violated the terms of confidentiality, shall be liable in accordance with the current legislation of the Republic of Kazakhstan.

7. Liabilities of the Parties

7.1. The Parties shall be liable for failure 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. Operator does not guarantee timely delivery of SMS-messages and assumes no liability to Client and third parties for any direct or indirect damages in case of technical failures in its billing system/SMS-center and/or other equipment of Operator, and, consequently, impossibility to deliver messages.

7.3. Operator is not responsible for the inability of Subscriber to receive the SMS-messages

7.4. In the case of non-compliance with the terms of payment by Client, Operator has the right to charge a penalty of 0.1% of the invoice amount for each day of delay, but not more than 10% of the outstanding amount.

7.5. Should the Client fail to comply with the requirements of par 3.1.-3.4, 4.2. of the Agreement, the Operator has the right to claim compensation for any documented loss and to terminate the Agreement unilaterally without court decision by giving the Client a 5 (five) calendar days notice to that effect.

7.6. In case of claims brought against the Operator in respect of SMS message, IVR / Telesales, the Client undertakes to independently settle such claims. If the Operator incurs any expenses, including fines / damages / penalties as a result of such claims, the Client shall reimburse the Operator for any such in full.

7.7. If the Operator claims such fines / damages / penalties from the Client, the latter shall pay those within 10 (ten) calendar days from receipt of the Operator's relevant notice.

8. Force majeure circumstances

8.1. The Parties are not responsible for partial or complete failure to fulfill obligations under this Agreement, if such failure was caused by force majeure, arose after the conclusion of this Agreement and which the Parties could not foresee or prevent. These circumstances in this

Agreement include natural disasters (earthquakes, floods, fires, typhoons, etc.), acts of war, mass diseases (epidemics), failures in the public telephone networks or the Internet and other not dependent (unavoidable and unforeseen) on the Parties circumstances.

8.2. In case of approach of circumstances specified in clause 8.1 of this Agreement, each Party shall promptly notify of them in writing the other Party. The notice must include information on the nature of circumstances.

8.3. In the event of circumstances specified in clause 8.1 herein, the deadline of performance by the Party of obligations under this Agreement shall be suspended in proportion to the time during which these circumstances are in effect.

8.4. If circumstances listed in clause 8.1 of this Agreement and their consequences continue for more than 2 (two) months, the Parties shall hold additional negotiations to find acceptable alternative ways to execute this Agreement.

8.5. The Party, which failed to notify or which delayed to notify of untimely fulfillment or improper fulfillment of obligations under this Agreement because of force majeure, may not refer to them in the future, except in cases where such notice or untimely notice was directly resulted from the above circumstances.

9. Disputes settlement

9.1. Disputes of the Parties under this Agreement or in connection with it shall be resolved by negotiations, and if no agreement is reached they shall be referred to the judicial authorities of the Republic of Kazakhstan in accordance with the current legislation of the Republic of Kazakhstan at the place of location of Operator.

9.2. The Parties agree to accept the information, transferred electronically and/or on paper as the evidences to resolve the disputes and disagreements, including in case of resolution of disputes in the courts in accordance with the current legislation of the Republic of Kazakhstan.

10. Duration of the Agreement

10.1. This Agreement shall come into force after the Client signed the Registration Form and its acceptance by Operator or Agent and is valid till its termination in accordance with the laws of the Republic of Kazakhstan and/or this Agreement.

10.2. This Agreement may be unilaterally terminated by either Party, in which case the latter shall send a written notice of early cancellation to the other Party thirty (30) calendar days before the date of disconnection of Client from the Technical solution and cancellation thereof.

10.3. All Client's requests, appendices and other documents relating to this Agreement form an integral parts hereof. The invalidity or unenforceability of any part of this Agreement shall not affect the validity or enforceability of the other parts.

10.4. Any changes or amendments to this Agreement shall be published on Operator's website at www.kcell.kz/ru/service/businesspulse and valid from the date of publication, unless otherwise determined by Operator.

10.5. Except as provided herein, the laws of the Republic of Kazakhstan shall apply.

**Service Request
Direct Marketing**

Ref#
Date

_____ hereby requests activation of the Direct Marketing service (Service) as per the terms and conditions provided below:

| | |
|--|---|
| <p>Type of information (select as appropriate)</p> | <p><input type="checkbox"/> SMS <input type="checkbox"/> IVR <input type="checkbox"/> Telesales</p> |
| <p>Targeting criteria (select as appropriate)</p> | <p>Region Mobile numbers which most frequently registered on the network within a given period of time over the last 30 days within specific region.</p> <p><input type="checkbox"/> Aktau <input type="checkbox"/> Kokshetau <input type="checkbox"/> Semey <input type="checkbox"/> Aktobe <input type="checkbox"/> Kostanay <input type="checkbox"/> Tarldykorgan <input type="checkbox"/> Almaty <input type="checkbox"/> Kyzylorda <input type="checkbox"/> Taraz <input type="checkbox"/> Astana <input type="checkbox"/> Oskemen <input type="checkbox"/> Turkestan <input type="checkbox"/> Atyrau <input type="checkbox"/> Pavlodar <input type="checkbox"/> Uralsk <input type="checkbox"/> Karaganda <input type="checkbox"/> Petropavlovsk <input type="checkbox"/> Shymkent</p> <p>Location Mobile numbers which most frequently registered on the over the last 30 days within the location provided by Client in the form of geographic coordinates</p> <p><input type="text" value="Enter coordinates"/></p> <p>Income Mobile numbers which most likely have a certain level of monthly income.</p> <p><input type="checkbox"/> >270 000 KZT <input type="checkbox"/> 90 000 – 270 000 KZT <input type="checkbox"/> < 90 000 KZT</p> <p>Age Mobile numbers which most likely belong to certain age groups.</p> <p><input type="checkbox"/> 18 - 29 <input type="checkbox"/> 30-44</p> |

45-60

>60

Gender

Mobile numbers which most likely belong to male or female subscribers.

female

male

Roaming

Mobile numbers which used roaming at least once in the past 12 months.

Customer has used roaming during the past 12 months

Customer has not used roaming during the past 12 months

Mobile device

Type of mobile device: smartphone, tablet or phone

Smartphone

Phone

Tablet

Brand of mobile device

Apple

Samsung

HTC

Huawei

Lenovo

LG

ZTE

Other (specify)

Device model

Enter device model(s), separate by

Interests

Mobile numbers which most likely belong to subscribers with various interests.

| | |
|--------------------------|----------------------------|
| <input type="checkbox"/> | Hi-Tech |
| <input type="checkbox"/> | Cars |
| <input type="checkbox"/> | Business and Government |
| <input type="checkbox"/> | Home and office appliances |

| | | |
|--|--------------------------|------------------------------------|
| | <input type="checkbox"/> | Home and family |
| | <input type="checkbox"/> | Cafe, cinema, leisure |
| | <input type="checkbox"/> | Beauty |
| | <input type="checkbox"/> | Culture an arts |
| | <input type="checkbox"/> | Furniture |
| | <input type="checkbox"/> | Healthcare |
| | <input type="checkbox"/> | Real estate |
| | <input type="checkbox"/> | Education and career |
| | <input type="checkbox"/> | Clothes and footwear |
| | <input type="checkbox"/> | Security |
| | <input type="checkbox"/> | Shopping |
| | <input type="checkbox"/> | Food and supermarkets |
| | <input type="checkbox"/> | Industry and equipment |
| | <input type="checkbox"/> | Sport |
| | <input type="checkbox"/> | Construction and repair |
| | <input type="checkbox"/> | Transport and cargo transportation |
| | <input type="checkbox"/> | Tourism |
| | <input type="checkbox"/> | Finance and law |
| Comments to targeting criteria | | |
| IVR text | | |
| SMS text in Russian (no more than 264 Cyrillic characters or 600 Latin characters) | | |
| SMS text in Kazakh (no more than 264 Cyrillic characters or 600 Latin characters) | | |
| SMS text in English (optional) | | |
| Time period | | |
| Total target audience | | |
| Cost per contact (SMS/IVR/TELESALES) based on targeting criteria | | |
| Total cost of Service, tenge incl. VAT | | |

Client's contact person

| | |
|------|--|
| Name | |
|------|--|

| | |
|----------------------|--|
| Position | |
| Contact phone number | |
| Contact e-mail | |
| Mailing address | |

Client has read and accepted the terms of Service.

Client guarantees timely payment of the Service based on Operator's invoice.

This Service Request Form is an integral part of the Agreement and comes into force upon being signed by the Parties.

Client

Operator
Kcell JSC

Company stamp

Company stamp