

## Public Telecommunications Services Agreement (IVR or voice services)

This Public Agreement (the Agreement) defines the terms of the telecommunications services provided on the basis of numeric identifiers used for the provision of the IVR or voice services 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 Annexes/addendums hereto the following terms as it may concern the application of the Agreement shall have the meaning as defined in this section, unless otherwise apparent from the context:

1.1.1. **Service** – services of Client, rendered to User through the provision by Operator of access to the service of Client via the communication network of Operator, applying the Technical solution.

1.1.2. **Content** – an informative part of the Service. The IVR or voice services technology is used as a transport medium to transfer Content from Client to User.

1.1.3. **Technical solution** – a complex of software and hardware facilities, developed and maintained by Operator, that enable data transfer from Client to User and/or from User to Client using the Service over the communication network of Operator and/or other telecommunications operators by means of Identifiers and SMS technology. User may use the Service through the use of subscriber terminals, compatible with the Technical solution.

The Technical solution for the provision of Telecommunication services may include the following components:

- a) Connection of Client to the Identifiers of Operator;
- b) Provision of access to the Service of Client to Users through the use of the Operator's Identifiers, or through other methods agreed between the Parties;
- c) Other, by agreement of the Parties.

1.1.4. **Identifier** – a multi-digit number from the Operator's Numbering capacity that is used to provide the Client's Service to Users.

1.1.5. **Numbering capacity** – Operator's numbering capacity used to provide services.

1.1.6. **User** – an individual or a legal entity, being a subscriber of the communication network, who possesses a subscriber terminal, supporting the function of use of the Service.

1.1.7. **Reporting period** – one calendar month, during which the Telecommunication services were rendered to Client.

1.1.8. **Telecommunication services** – services of Operator relating to allocation and maintenance of the Identifier and provision of technical connection for the Users to access the Service of Client within the scope of this Agreement.

1.1.9. **Client** – a legal entity or a private entrepreneur providing service to the users.

### 2. Subject of the Agreement

2.1. According to this Agreement Operator provides Client with the Telecommunication services through the Technical solution of Operator subject to the list and conditions provided for herein.

2.2. Client accepts and pays for the Telecommunication services, rendered in accordance with the terms of this Agreement.

2.3. The cost of the Telecommunication services (rates) are established by the Operator and published on his website at <https://b2b.kcell.kz/en/article/freephone>. By joining this Agreement, Client accept the terms and conditions of the Telecommunication services, including rates, billing conditions, and agrees to use and pay for such services.

2.4. Unless with the Operator's prior written approval, Client may not transfer or resell, either directly or on behalf of Operator, the Telecommunication services and Identifiers to third parties.

2.5. This Agreement is a connection agreement in accordance with the legislation of the Republic of Kazakhstan. The terms of this Agreement are established independently by the Operator in accordance with the laws of the Republic of Kazakhstan and are accepted by the Client only by connecting to this Agreement in whole. Should the Client refuse to accept the terms of this Agreement, the Client may terminate this Agreement

by submitting a written application to the Operator to that effect.

2.6. This Agreement shall enter into force upon signing of the Registration Form by the Client and its acceptance by the Operator. By signing the Registration Form, the Client expresses its unconditional consent to the terms of the Agreement and connection thereto in whole.

2.7. This Agreement shall be binding upon all the Clients and supersede the previous Contract for mobile communication services between the Operator and the Client. After publication of this Agreement, the Services shall be available to the Clients on the terms and conditions specified herein. However, the Client shall not be required to fill in and sign new Registration Form. Where the Client does not agree to the terms and conditions hereof, he/she may within 30 days of the first official publication of this Agreement give the Operator a written notice of his/her refusal to join this Agreement. If no notice of refusal to join this Agreement is given to the Operator within the specified term or if the Client takes implicative actions (uses the Services), the Client shall be deemed to have given his/her unconditional agreement to the terms and conditions of this Agreement and adherence to the entire Agreement.

### **3. Rights and responsibilities of the Parties**

3.1. Rights and responsibilities of Operator:

3.1.1. Operator shall provide Client with access to Technical Solution in accordance with the terms of this Agreement. At the request of the Client (Appendix 1), Operator shall within 5 (five) working days email the terms of reference to the Client for connecting the Client's equipment to the technical solution. Connection of Identifiers or change of conditions of their provision shall be carried out based on the Client's application within thirty (30) calendar days, on the 1st or the 15th of the respective month. Operator shall not be responsible for any delay in connection of Identifiers or change of conditions of their provision on the networks of other operators.

3.1.2. Operator shall to 24/7 availability of Technical solution, except in cases provided for in this Agreement. Operator is not responsible for any malfunctions and failures of the Technical solutions.

3.1.3. Operator may change the Technical solution specifications at its discretion. In which case, Operator shall give the Client at least ten (10) working days' notice of any planned changes to the Technical solution.

3.1.4. Operator has the right to immediately and without prior notice to Client, disconnect the Client from or make changes to the Technical solution in case of technical failures of its network or network accidents, faulty operation of the Client's equipment, incorrect connection to Operator's network, or when the Client's software causes interference to Operator's network, as well as in other cases in order to prevent or eliminate technical malfunctions. In this case the Operator shall, within three (3) business days after disconnection notify the Client in writing, via e-mail or telephone of the reasons of disconnection.

3.1.5. Operator has the right to deny service to the Client for legal reasons (including, but not limited to the inability to provide services due to the acts of third parties, enactments of state bodies, prohibitive acts of state bodies, suspected breach by the Client of this Agreement or laws requirements of this Agreement or the law while using the Service and other reasons). In this case the Operator shall, within three (3) business days after disconnection notify the Client in writing, via e-mail or telephone of the reasons of disconnection.

3.1.6. Operator has the right to suspend the provision of services and disconnect the Client from the Technical solution, should the Client delay payments due hereunder for more than five (5) working days.

3.1.7. Operator has the right to suspend the provision of services and disconnect the Client from the Technical solution for planned maintenance or repair activities. Such being the case, Operator shall give the Client at least five (5) working days' notice in writing or via email.

3.1.8. Unless the law requires otherwise and subject to giving the Client a 5 (five) business day notice to that effect, Operator may at its own discretion terminate the provision and maintenance of any Identifier in connection with the requirements of public authorities or third parties, which were provided with the appropriate Identifier by the authorized state body, or in the case of technical impossibility to maintain the Identifier, providing Client with another Identifier of the same category. In case of refusal of Client to use the newly provided Identifier, Operator has the right to unilaterally cancel the Agreement in whole or terminate the provision of Telecommunication services in respect of one or several Identifiers.

3.1.9. Operator has the right to change the payment terms and rates specified in this Agreement subject to notifying the Client within 30 (thirty) calendar days prior to the date such changes enter into force. The actual use of the Service by the Client after the new conditions become valid shall be deemed as the Client's express acceptance of such new conditions. If the Client does not agree with the new conditions, the Client shall notify Operator of termination of this Agreement prior to the date the new conditions become effective.

3.1.10. The Operator has the right to place information about the Client's Identifier and Service on his official website, as well as in promotional materials and communications in order to promote the Service among its own customers

3.1.11. The Operator has the right to unilaterally block identifiers that have not been used by the Client for 6 months and transfer them to other Clients for use.

3.1.12. Operator has the right to immediately disconnect the Client from the Technical Solution and suspend the provision of services under the Agreement, and/or unilaterally terminate the Agreement, should the Client be found to be involved in unfair competition, unfair advertising or other actions on the part of the Client that cause or may cause damage to Operator, affect his business activity, entail an outflow of the Operator's subscribers or other potentially negative consequences for the Operator.

### **3.2. Rights and responsibilities of Client:**

3.2.1. Client agrees to promptly and fully pay for the Telecommunication services rendered by Operator.

3.2.2. The Client shall within 3 (three) business days notify the Operator of any change in his banking details.

3.2.3. Client agrees to comply with the requirements of the Operator to ensure proper and safe connection to and use of the Technical solution throughout the term of this Agreement.

3.2.4. In order to use the service, Client shall submit a relevant request as per the Operator's standard request form, including all essential technical data and parameters required to implement the connection.

3.2.5. Client shall provide the Operator with accurate, reliable and complete information about the Service thirty (30) calendar days prior to connecting to the Technical solution, which Operator may publish on his website and/or use in his promotional materials and communications. The Client shall notify Operator, within thirty (30) calendar days in advance, of any changes or amendments to the Service and / or Content, or the need to change the terms of Identifier provision.

3.2.6. If the national laws require that the Service be provided on the basis of a license, permit or patent, the Client shall obtain the required license, permit, patent from the competent authority, and in the absence thereof, resolve any claims brought against the Operator at its own expense.

3.2.7. In case of receipt of the request from Operator about failure in provision of Users with the Service, incorrect provision of the Service or provision of the Service, not being requested by User, Client shall not later than the current working day confirm Operator about acceptance of the query for processing and within 5 (five) working days shall provide the final answer on the merits of the query.

### **4. Cost and payment procedure**

**4.1.** The cost of Telecommunication services is determined based on the rates established by Operator in accordance with clause 2.3 hereof.

**4.2.** The cost of Telecommunication services includes the One-off charge for the allocation of Identifiers, the cost of Operator's services relating to the maintenance of Identifiers and provision of user access to the Service.

**4.3.** Client shall pay for the allocation of Identifiers within 10 (ten) banking days from receipt of the invoice and statement of work from Operator, unless the Parties have agreed otherwise. In each his payment, Client shall indicate the reference number of the invoice that is being paid.

**4.4.** Should the Client wish to use more Identifiers, he shall pay for each new Identifier within 10 (ten) business days from receipt of the Operator's invoice and statement of work.

**4.5.** Settlements between the Parties shall be based on Operator's billing data.

**4.6.** Operator shall by the 15<sup>th</sup> of the month following the Accounting period provide the Client with the Work Completion Certificate, invoice and Reconciliation statement (Certificates) in respect of the services provided by Operator in the previous Accounting period.

**4.7.** Client shall within 3 (three) working days from the date of receipt of the certificates from Operator sign the Certificates and send them back to Operator.

**4.8.** If discrepancy between the Parties' reporting data is less than 5%, the settlements between the Parties shall be based on Operator's billing data.

**4.9.** In case of discrepancies in the reported data of the Parties by more than 5%, Client shall, not later than three (3) working days from the date of receipt of the Report, send a written complaint to Operator by registered letter with acknowledgment of receipt, enclosing the detailed report on the Service. Such being the case, the Client shall not be released from his obligation to accept the certificate of work performed (services rendered) and the invoice originally issued by the Operator for the agreed period and make a payment. If Operator agrees with the claim of Client, the Parties shall amend the Report and Operator shall issue a correct invoice. In case Operator

disagrees with the claim of Client, the Parties shall carry out a reconciliation to determine the cause of discrepancies and subsequent approval of the amount of services. After mutual reconciliation of data for the Reporting period, Operator shall issue a corrected invoice.

**4.10.** In case Operator failed to receive the claim and detailed objections from Client within the terms defined above, the services shall be considered to be rendered and accepted by Client in full.

**4.11.** Payment for the Telecommunication services shall be transferred by Client before the end of the month following the Reporting period, except as provided by paragraphs 4.3 and 4.12 of this Agreement, with indication of the reference number of the invoice being paid.

**4.12.** If Operator requests Client to pay the penalty in accordance with par. 9 hereof, such penalty will be paid by Client within 10 (ten) banking days from receipt of the Operator's letter of claim with fine estimations.

**4.13.** Terms and procedure of payment may be changed on the initiative of Operator.

## **5. Content of the Service and/or Content**

**5.1.** Client agrees to comply with generally accepted standards of the moral and ethical nature in the preparation of texts/information/content, designed for User.

**5.2.** Client guarantees that the content of the information provided within the scope of the Service meets the conditions of this Agreement and Annexes and does not contradict the current legislation of the Republic of Kazakhstan. If the content of information provided by Client in the Service does not match the Agreement, Operator has the right to terminate the provision of Telecommunication services to Client, in whole or in part.

**5.3.** Should any claims/lawsuits be brought by third parties against Operator in respect of the content of information in the Service, Client must independently settle such claims/lawsuits and bear on its own all associated costs, including legal costs. Operator shall inform Client on any claims referred to in this paragraph in writing within ten (10) working days after receipt of the notice of such claims.

**5.4.** If, notwithstanding the provisions of this Agreement, Operator is responsible for the content of the Service to third parties, including but not limited to, public authorities of the Republic of Kazakhstan, Client agrees to indemnify Operator for all documented costs and damages incurred by Operator in connection with the actions of such third parties, within ten (10) banking days based on the invoice received from Operator.

## **6. Marketing**

**6.1.** Client has the right to publish any information on the Service as well as to mention the trademarks and product names of Operator, related to the Service, in any electronic and print media as well as in its own marketing materials (outdoor advertising, leaflets, booklets, etc.), only by prior agreement (via e-mail) with the authorized employee of Operator.

**6.2.** Client shall, using the comprehensible for Users way, provide Users in all promotional and informational materials with full information regarding the use of the Service. All the above information should be presented in an easily accessible form in order User would be capable to read the terms of the Service before its use.

**6.3.** All marketing activities upon the Service shall be carried out by Client at its own expense.

**6.4.** Operator has the right to disclose the name of the Service in its information materials published for Users. Operator in consultation with Client has the right to use the trademarks of Client relating to the Service and to post information about Client, the Service, mandatory indicating Client, for example, in the magazine for consumers, in leaflets for buyers, or on WEB/WAP-sites of Operator or a third party.

## **7. Guarantee of compliance with the intellectual property rights**

**7.1.** The Parties hereby guarantee that while performing the obligations under this Agreement they will not infringe the intellectual property rights in relation to each other and with respect to third parties.

**7.2.** If Client provides Users with the Service, using the items of the intellectual property, including copyright items, Client warrants that it has all necessary rights, including but not limited to permits, licensing agreements, copyright agreements properly concluded between Client and right holders/ authors. Client shall be solely responsible to the listed persons, including for the payment of royalties.

**7.3.** If, notwithstanding the provisions of this Agreement, Client violated the copyright of the above third parties, Client shall be solely responsible to them.

**7.4.** If the claims/lawsuits are lodged against Operator in respect of items of the intellectual property and/or copyright items, Client undertakes to settle such claims/lawsuits and reimburse for the material damage and costs of Operator, if any. Operator, in turn, shall notify Client of relevant claims within ten (10) working days from their occurrence.

## **8. Confidentiality**

**8.1.** 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.

**8.2.** Information, transferred by Client to User and by User to Client through Operator, information on User (phone number, identification number, email address, mailing address, passport details, taxpayer identification number for individuals and particulars (details of the certificate of state registration, statistical card, certificate of registration as a value added tax payer for legal entities), all numbers of phones of Users, to which Client transmits information in connection with the provision of the Service, billing information and information about the services provided to Users, addresses of Users in the data transmission network, Internet resource identifiers, protocols of the data transmission network, information about the balance of User, volume and traffic of transmission of data between Client and User through the Technical solution of Operator, personal data of Users, shall also constitute confidential information and be available only with the consent of User.

**8.3.** 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.

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

**8.5.** 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.

**8.6.** All data of the confidential nature, provided on the tangible medium, should be marked: “confidential information”, “confidential” or otherwise.

**8.7.** Confidential information and trade secrets shall be communicated to only those employees of the Parties, who are directly involved in the performance of this Agreement.

**8.8.** The Party, that violates the terms of confidentiality, shall be liable in accordance with the current legislation of the Republic of Kazakhstan.

**8.9.** The Clients gives consent to the disclosure of his personal data and the terms and conditions of this Agreement to the Operator and its affiliates, including but not limited to their employees, contractors, consultants, providers of various services, including supply of software and IT systems

## **9. Liabilities of the Parties**

**9.1.** 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.

**9.2.** Operator is not liable to the Client and third parties for any direct or indirect damages, including those caused as a result of a technical failure in the billing and / or other equipment of the Operator and, as a consequence, his inability to provide Telecommunication services. Operator is not responsible for the inability of User to receive voice calls.

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

**9.4.** Operator may claim a penalty from Client in the amount of 1 000 000 (one million) tenge in case the Client commits the following violations:

- a) Violation of the obligation not to transfer the Telecommunication services and Identifier provided by Operator to third parties without the prior written consent of the Operator (paragraph 2.3 of the Agreement);
- b) Unilateral modification or amendment of the Service and / or Content without notice to Operator (paragraph 3.2.3 of the Agreement);
- c) Failure to comply with the procedure for processing requests from Operator regarding Service quality (paragraph 3.2.6 of the Agreement);
- d) Use of Operator’s trademarks and product names without the consent of Operator that has, inter alia, caused damage to the image and reputation of Operator (paragraph 6.1 of the Agreement);

**9.5.** Operator may claim damage from Client incurred and documented by the Operator as a result of the following violations committed by the Client:

- a) Violation of the obligation to use Technical solution in accordance with the terms of the Agreement (paragraph 3.2.2 of the Agreement);

- b) Provision of Service without a license, permit, patent required by law (paragraph 3.2.5 of the Agreement);
  - c) Violation of the terms of Service and/or Content provision (paragraph 5.2 of the Agreement);
  - d) Violation of the obligation to provide full and reliable information about the Service (paragraphs 6.2 and 3.2.5. of the Agreement);
  - e) Violation of intellectual property rights, copyright and related rights of third parties (paragraph 7.2 of the Agreement);
  - f) Violation of confidentiality obligation (paragraphs 8.2 and 8.3 of the Agreement);
  - g) Violation stipulated by par 9.4 hereof, provided damage caused to Operator exceeds the amount of fine stipulated in the relevant paragraph. In this case the Client shall pay Operator damages without a fine.
- 9.6.** In case of the above-mentioned violations on the part of the Client, Operator has the right to immediately disconnect the Client from the Technical solution and unilaterally terminate this Agreement.

## **10. Force majeure circumstances**

10.1. 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 and the Internet and other (unavoidable and unforeseen) circumstances out of the Parties' reasonable control.

10.2. In case of approach of circumstances specified in par 10.1 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. The occurrence of circumstances referred to in par 10.1 hereof shall be confirmed by a document issued by the competent authority.

10.3. In the event of circumstances specified in par 10.1 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.

10.4. If circumstances listed in par 10.1 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.

10.5. 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.

## **11. Disputes settlement**

**11.1.** 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.

**11.2.** 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.

## **12. Special conditions**

**12.1.** Operator may inform User on the main issues related to the provision of the Service, or to submit the questions received from User to Client, in which case Client is obliged to provide the requested information to User and/or Operator within 5 (five) working days.

**12.2.** Client shall immediately inform Operator on any inadequacy in the provision of the Service and actively participate in its remedy.

## **13. Duration of the Agreement**

13.1. This Agreement shall come into force after the Registration Form is signed by the Client and accepted by the Operator or in accordance with clause 2.7 hereof and is valid until its termination in accordance with the laws of the Republic of Kazakhstan and/or this Agreement. This Agreement may be terminated for causes stipulated in this Agreement, the legislation of the Republic of Kazakhstan or by mutual consent of the Parties.

13.2. This Agreement may be 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.

13.3. All appendices and addendums to this Agreement constitute an integral part hereof. The invalidity or unenforceability of any part of this Agreement or appendices/addendums hereto does not entail the invalidity or unenforceability of other parts of this Agreement.

13.4. 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.

13.5. Operator shall publish any changes or amendments to this Agreement on his website at <https://b2b.kcell.kz/en/article/freephone>.

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