

Telecommunications Services Agreement (Bulk SMS)

This Telecommunications Services Agreement (**Bulk SMS**) (hereinafter - the Agreement) is entered into on _____ between Kcell Joint Stock Company, operating under state license MTK #ДC 0000270 of 08.06.1998 issued by the Ministry of Transport and Communications of the Republic of Kazakhstan , BIN 980540002879, hereinafter referred to as the Operator, and the Client _____ (hereinafter - SMS-Aggregator).

This Agreement is an accession agreement in accordance with the laws of the Republic of Kazakhstan. The conditions set forth in this Agreement can be accepted by the Participant - SMS-Aggregator only by acceding to the proposed Agreement as a whole, without any reservations or exceptions. The Agreement defines the terms of the telecommunications services provided on the basis of alphanumeric identifiers used for the provision of Bulk SMS service by the Operator to **SMS-Aggregator**. The Operator and SMS-Aggregator 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 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 SMS-Aggregator, rendered to User through the provision by Operator of access to the service of SMS-Aggregator via the communication network of Operator, applying the Technical solution.

1.1.2. Content – scope of the Service. SMS technology implemented within the scope of the Technical solution is used as a transport medium for the transmission of the Content via SMS-Aggregator to User.

1.1.3. Technical solution – a complex of software and hardware facilities, developed and maintained by the Operator, which enables data transfer via SMS-Aggregator to User and/or from User to SMS-Aggregator 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 SMS-Aggregator to the Identifiers of Operator and/or other network operators;
- b) Provision of technical connection to allow Users to access the Services of SMS-Aggregator through the use of Identifiers, or through other methods agreed between the Parties;
- c) SMS traffic templates.

1.1.4. Digital identifier – a designation that consists of a set of digits, letter and/or combination thereof and is used to identify SMS-Aggregator as the sender and/or recipient of SMS within the Service.

1.1.5. Undefined SMS - SMS-messages sent from the Shared Identifier, without specifying the name of Sender or its trademark, brand, etc., allowing the identification of SMS-message sender. Undefined SMS-messages detected in SMS traffic of SMS-Aggregator are blocked by the Operator unilaterally without any notification of SMS-Aggregator. Undefined SMS-messages are identified by means of certified equipment with the SMS FW (SMS spam control) function based on a set of parameters, such as analysis of Shared Identifiers, sender of incoming message, length of characters in the original message and in the received one, amount and nature of SMS traffic

received from the identifier, etc.

1.1.6. User – an individual or a legal entity who is a subscriber of the Operator's communication network and uses a mobile end user terminal that is capable of using the Service and who has provided consent to receive the Service.

1.1.7. Reporting period – one calendar month, during which the Telecommunication services were rendered to SMS-Aggregator. 1.1.9. Telecommunication services – services of the Operator relating to provision and maintenance of the Identifier and ensuring technical connection for the Users to access the Service of SMS-Aggregator within the scope of this Agreement.

i. **International A2P SMS** – the short text messages sent to subscribers of the Operator's network:

A) by international companies, i.e. companies registered and/or operating in two or more countries, including the territory of the Republic of Kazakhstan;

B) from international services that provide services in two or more countries, including the territory of the Republic of Kazakhstan;

C) using the Identifiers (alpha names), which represent international trademarks that do not originate in the territory of the Republic of Kazakhstan and are used in two or more countries, including the Republic of Kazakhstan;

D) using the Identifiers (alpha names) assigned by Operator for sending International A2P SMS.

International A2P SMS includes SMS messages related to the following International / foreign services:

- payment systems
- electronic wallets and/or settlements systems
- companies providing financial, investment, medical, insurance and / or consulting services
- processing of electronic payments
- social media
- online gaming services
- e-mail, file hosting, search engine services
- taxi services, car rental and auto parts
- bookmakers and online casinos
- online media services, online cinemas, TV and music streaming services
- online educational services
- companies providing logistics services, distribution of goods, delivery of parcels and postal services
- online stores
- companies developing, producing or selling cosmetics, tobacco products, alcoholic beverages, food, hygiene, clothing, shoes, jewelry, electronics, household appliances, pharmaceuticals, sports nutrition and food supplements;
- online consultations of brokerage companies and crypto currencies
- smartphone manufacturers
- recruitment services
- airlines
- web resources of the domain zone of a country other than Operator's country
- fueling stations
- auto and transport concerns
- sales networks
- mobile operators, except for those registered in the territory of the Republic of Kazakhstan.

Content of International A2P SMS:

- Marketing, advertising, including the terms of sale and advertising of goods and services
- Verification/authorization of access and transactions, various online services, computer and mobile applications of various suppliers of goods, works and services
- Confirmation of transactions, including reservation and booking

- Informing, notifying and bringing other confidential and important information to the attention of subscribers and customers
- Other not prohibited content that does not violate the Constitutional foundations and legislation of the Republic of Kazakhstan.

International A2P SMS also includes SMS messages sent using International Identifiers assigned by Client for sending International A2P SMS.

International A2P SMS does not include SMS messages sent by banks registered and operating in Kazakhstan in accordance with the legislation of the Republic of Kazakhstan.

International A2P SMS are identified by certified equipment that supports SMS FW (SMS spam control) and on the basis of a set of parameters, such as: analysis of the alpha/numeric identifiers of the sender of SMS traffic; the length of the original and incoming message; the amount and nature of SMS traffic received from the identifier(s), etc.

- ii. **OTT** (Over the TOP) is a method of providing video services via the Internet. The term means delivering a video signal from a content provider to a user's device over data networks.
- iii. **Template** – a sample of the SMS content classified by the software and hardware complex and equipment of the Operator's network to Service SMS, Transactional SMS and Advertising SMS, depending on its nature and purpose.
- iv. **SMS** (Short Message Service) is a short text message containing information in a digital text format, which is transmitted by the Operator by means of its network equipment. One SMS message contains up to 160 Latin characters, or up to 70 non-Latin characters, or each part of a concatenated message up to 140 bytes (153 ASCII characters or 67 Unicode characters), or each binary message up to 140 byte. Concluding fragments of concatenated text or binary messages less than 140 bytes in size are counted as separate messages.
- v. **Transactional SMS** - a message confirming financial/payment transactions, notifications about the flow of funds in the accounts (For example, a notification about a change in the amount of funds in the Subscriber's bank account and/or electronic means of payment, and containing a notification about the transfer funds and/or notification of a transaction using electronic money).
- vi. **Service SMS** – a text message notifying of an operation on the provided Service and informing the Subscriber about events and/or operations within this Service, notifications about events (for example: goods are delivered to the warehouse; the webinar will start in 20 minutes, your access code, your password, do not tell anyone), reminders for the subscriber (for example: use your bonuses before June 25; top up your account before May 10).
- vii. **Advertising SMS** – a text message aiming to draw attention to the advertised object, i.e. goods/services of a customer, as well as other SMS-messages not related to Service and Transactional SMS.
- viii. **Template SMS Messages** – messages corresponding to the established types of templates (Appendix 4).

2. Subject of the Agreement

2.1. Under this Agreement, Operator provides SMS-Aggregator with the Telecommunication services using the Technical solution of Operator subject to the list and conditions provided for herein and Appendix 1 hereto.

2.2. SMS-Aggregator accepts and pays for the Telecommunication services rendered in accordance with the terms of this Agreement.

2.3. SMS-Aggregator may not transfer or resell, either on its own or on behalf of the Operator, the Service to third parties in the absence of written approval of the Operator.

2.4. This Agreement shall enter into force upon signing by the Parties and expresses unconditional consent of SMS-Aggregator to the terms of the Agreement and accession thereto in

whole.

2.5. This Agreement shall not govern the relations of the Parties related to International A2P SMS and, if detected, such International A2P SMS will be blocked by the Operator's network equipment.

It is prohibited to send International A2P SMS using Shared identifiers. All International A2P SMS found in Shared identifiers will be blocked by equipment of Party A. Shared identifier means an alphabetic Identifier on the network of Party A provided simultaneously to multiple Clients.

3. Rights and responsibilities of the Parties

3.1. Rights and responsibilities of Operator:

3.1.1. Operator shall provide SMS-Aggregator with access to Technical Solution in accordance with the terms of this Agreement. At the request of SMS-Aggregator, Operator shall within 5 (five) business days email _____ the terms of reference to SMS-Aggregator for connecting the equipment of SMS-Aggregator to the Technical solution. Connection of Identifiers or change of conditions of their provision shall be carried out based on SMS-Aggregator'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 ensure 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 solution.

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

3.1.4. Operator shall have the right to immediately and without prior notice to SMS-Aggregator, disconnect SMS-Aggregator from the Technical solution or make changes to the Technical solution in case of technical failures of its network or network accidents, faulty operation of SMS-Aggregator's equipment, incorrect connection to Operator's network, or when SMS-Aggregator'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 SMS-Aggregator, via e-mail or telephone of the reasons of disconnection.

3.1.5. Operator shall have the right to deny Services to SMS-Aggregator 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 SMS-Aggregator of this Agreement or the law while providing the Service and other reasons). In this case the Operator shall, within three (3) business days after disconnection notify SMS-Aggregator in writing, via e-mail or telephone of the reasons of disconnection.

3.1.6. Operator shall have the right to suspend the provision of Services and disconnect SMS-Aggregator from the Technical solution, should SMS-Aggregator delay payments due hereunder for more than five (5) business days.

3.1.7. Operator shall have the right, without prior notice, to suspend the provision of Services and disconnect SMS-Aggregator from the Technical solution for planned maintenance or repair activities. Such being the case, Operator shall give SMS-Aggregator at least five (5) business days' notice in writing or via email.

3.1.8. Operator may, at its own discretion, terminate the provision and maintenance of any Digital identifier in connection with the requirements of public authorities or third parties, which were provided with the appropriate Digital identifier by the authorized state body, or in the case of technical impossibility to maintain the Digital identifier, providing SMS-Aggregator with another Digital identifier of the same category at no additional charge, by notifying SMS-Aggregator not less than 5 (five) business days, unless another period is established by the state body. In case of

refusal of SMS-Aggregator to use the newly provided Digital identifier, Operator shall have the right to unilaterally cancel the Agreement in whole or terminate the provision of Telecommunication services in respect of one or several Digital identifiers.

3.1.9. Operator shall have the right to block unilaterally the Alphabetic Identifiers not used by SMS-Aggregator for 6 months and transfer them for use to other SMS-Aggregators.

3.2. Rights and responsibilities of SMS-Aggregator:

3.2.1. SMS-Aggregator agrees to promptly and fully pay for the Telecommunication services rendered by Operator.

3.2.2. SMS-Aggregator 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.

3.2.3. SMS-Aggregator shall provide the Operator with a detailed written description of the Service thirty (30) calendar days prior to the connection to the Technical solution. SMS-Aggregator shall also notify the Operator in writing, 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.

3.2.4. SMS-Aggregator shall notify the Operator of any changes in its details within 3 (three) business days.

3.2.5. If the laws of the Republic of Kazakhstan require that the Service be provided on the basis of a license, permit, patent, 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.

3.2.6. SMS-Aggregator may send SMS-messages during weekdays only in the period from 09.00 to 21.00 hours, according to the time at the User's place of registration. In the period after 21.00 and up to 09.00 hours as well as on weekends and holidays SMS-messages can be sent only in cases when the request of User was sent within the specified time interval or if the information transmitted to User was requested by User to be received within the specified time, or in cases of notification of SMS-Aggregator's employees of emergencies, failures in processes, immediate notification of the traffic flow.

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, SMS-Aggregator shall not later than the current business day confirm Operator about acceptance of the query for processing and within 5 (five) business days shall provide the final answer on the merits of the query.

3.2.8. SMS-Aggregator may contact Operator at Partners_SMS@kcell.kz for clarifications on the Telecommunication services provided by Operator.

3.2.9. SMS-Aggregator shall not allow Undefined SMS in its traffic.

3.2.10. The SMS-aggregator shall limit the number of intermediaries (resellers) between the operator and the ultimate client (who is the main customer of the Bulk SMS service) to one party, i.e. undertakes to be the only intermediary in the sale of Bulk SMS traffic between the operator and the ultimate client.

3.2.11. Any resale of the Bulk SMS traffic to resellers, third parties and other mobile operators is prohibited. The Operator has the right to claim a penalty in the amount of 1,000,000 (one million tenge) for a breach of this clause by the SMS-Aggregator.

4. Cost and payment procedure

4.1. The cost of Telecommunication services includes the One-off charge for the connection of Digital identifiers, as well as the cost of maintenance of the Identifiers and the cost of transmission and classification of SMS messages (traffic templating) calculated based on the Operator's rates:
- a one-time payment for the provision of Identifier and the monthly cost of Identifier maintenance according to Table 1;

Table 1. One-time payment for the provision of Identifier and the monthly cost of Identifier maintenance, tenge including VAT

Operator	Tariff type	Identifier category*			
		Platinum	Gold	Silver	Bronze
		3-digit, 4-digit, AAA, AAAA,	3-digit numbers other than Platinum category - AAX, XAX, XAA, ABC;	3-digit numbers other than Platinum, Gold category - BXC, AXB;	All numbers other than Platinum, Gold, Silver category
			4-digit numbers other than Platinum category - XAAA, AAAX, ABCD, DCBA, AABB, ABBA, ABAB, ABAA;	4-digit numbers with 2 identical digits in a row: ABCC, AABC, ABBC, and also ABCB, BABC	
Kcell JSC	One-time payment* (tenge)	1 Digital Identifier** – 250 000			
		2 Digital Identifiers** – 500 000			
		3 Digital Identifiers** – 500 000			
		4 Digital Identifiers** – 1 000 000			
		5 Digital Identifiers** – 1 000 000			
		More than 5 Digital Identifiers** – 1 500 000			
	Monthly cost of Identifier maintenance (tenge)	150 000	70 000	25 000	15 000

* 3-, 4-digit Digital Identifiers are applicable for SMS;

** One-time payment for the provision of Identifier established by this section of the Table applies in case of a one-time provision of the specified number of Identifiers. Each subsequent provision of Identifiers shall be paid according to the specified section of the Table, regardless of the number of Identifiers previously provided.

Table 2. Cost of services by type of SMS-bulk for Shared Identifiers* and Dedicated Identifiers**

Within Kcell JSC network Local traffic	
Type of SMS	Cost per one SMS sent by the Client to the User within Kcell JSC network including templating, tenge, incl. VAT
Transactional	9
Service	10
Advertising	11

Note:

* Shared Identifier means an alphabetic Identifier on Kcell JSC network provided simultaneously to several Clients. Shared Identifier shall not contain the whole or part of the name of the Client and the trademark of the Client.

** Dedicated Identifier means a numeric or alphabetic Identifier provided to only one Client.

*** SMS-messages from International A2P SMS are blocked by the Operator's equipment.

**** SMS-messages are SMS not related to SMS-messages from international services and/or with their indication.

SMS-Aggregator will be charged nine (9) tenge, incl. VAT, per SMS sent to his Identifier on the network of Kcell JSC.

4.2. SMS-Aggregator shall pay for the connection to Digital identifiers within 10 (ten) business days from receipt of the invoice from Operator, unless the Parties have agreed otherwise. Should the number of connected Identifier increase, SMS-Aggregator shall pay the cost of each newly connected Identifier within 10 (ten) business days from receipt of the invoice from Operator.

4.3. Operator shall have the right to grant SMS-Aggregator a grace period for payment of the One-off charge for Identifiers for up to twelve (12) months. In this case, SMS-Aggregator shall apply to Operator with a written request to that effect including a schedule of payment of the One-off charge for connection of Identifiers, subject to approval by Operator.

4.4. Settlements between the Parties shall be based on the Operator's billing data. SMS-Aggregator agrees to be charged for all attempts to send messages to the Operator's SMS Center, including each attempt to send messages, which were returned by the Operator's SMS Center with error report.

4.5. Operator shall, by the 20th (twentieth) of the month following the Reporting period, provide SMS-Aggregator with the Work Completion Certificate, Reconciliation statement in respect of the services provided by Operator (hereinafter – the Certificates) as well as invoice for the past Reporting period.

4.6. SMS-Aggregator shall, within 10 (ten) business days from the date of receipt of the Certificates from Operator, sign the Certificates and send them back to Operator.

4.7. In the event of any inconsistency in the reporting data of the Parties, constituting less than 5%, the settlement payments shall be considered resolved and the data of Operator shall be accepted as the estimated value.

4.8. In case of discrepancies in the reporting data of the Parties by more than 5%, SMS-Aggregator shall, not later than five (5) business days from the date of receipt of the Certificate, send a written complaint to Operator by registered letter with acknowledgment of receipt, enclosing the detailed report on the Service. If Operator agrees with the claim of SMS-Aggregator, the Parties shall amend the Certificate and/or the invoice payable. In case Operator disagrees with the claim of

SMS-Aggregator, the Parties shall reconcile 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 invoice SMS-Aggregator to effect the payment.

4.9. In case Operator failed to receive the claim and detailed objections from SMS-Aggregator within the terms defined above, the Services shall be considered to be rendered and accepted by SMS-Aggregator in full.

4.10. SMS - Aggregator shall prepay for Telecommunication services, provided there are sufficient funds on the personal account of SMS-Aggregator. Therewith, in case the volume of actually provided Telecommunication services reaches or exceeds the amount of advance payment, the Company may suspend the provision of the services until the Client makes the next advance payment.

4.11. If Operator requests SMS-Aggregator to pay the penalty as prescribed by section 9 in this Agreement, such penalty will be paid by SMS-Aggregator within 10 (ten) banking days from receipt of the invoice from Operator.

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

4.13. Operator shall have the right to change the rates/terms of service specified in this Agreement subject to notifying the Client in writing within 30 (thirty) calendar days prior to the date such changes enter into force. The actual use of the Telecommunication services by SMS-Aggregator after the new rates become valid shall be deemed as SMS-Aggregator's express acceptance of such new rates/terms of service. If SMS-Aggregator does not agree with the new rates/terms of service, SMS-Aggregator shall notify the Operator to this effect in writing, and in this case the Agreement will be considered terminated from the date when the above changes become effective.

5. Content of the Service and/or Content

5.1. SMS-Aggregator 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. SMS-Aggregator ensures that the Service, 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 SMS-Aggregator in the Service does not match the Agreement, Operator shall have the right to terminate the provision of Telecommunication services to SMS-Aggregator both in general and in their respective part.

5.3. Should any third party claim/lawsuit be brought against Operator in respect of the Service, SMS-Aggregator's SMS, content of information in the Service, SMS-Aggregator must independently settle such claims/lawsuits and bear all associated costs on its own, including legal costs. Operator shall inform SMS-Aggregator on any claims referred to in this paragraph in writing within ten (10) business days after receipt of the notice of such claims.

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

6. Marketing

6.1. SMS-Aggregator shall have the right 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. SMS-Aggregator shall, using the comprehensible for Users way, provide Users with full information regarding the use of the Service in all promotional and informational materials. 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 SMS-Aggregator at its own expense.

6.4. Operator shall have the right to disclose the name of the Service in its information materials published for Users. Subject to prior agreement with an authorized employee of SMS-Aggregator by e-mail, Operator shall have the right to use the trademarks of SMS-Aggregator relating to the Service and to post information about SMS-Aggregator, the Service, with mandatory reference to SMS-Aggregator, for example, in the magazine for consumers, in leaflets for buyers, or on WEB/WAP-sites of Operator or a third party.

6.5. Sending of advertising messages on the cellular networks is permitted only with the consent of User.

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

7.3. If, notwithstanding the provisions of this Agreement, SMS-Aggregator violated the intellectual property rights, including copyright or related rights of third parties, SMS-Aggregator 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 or related rights items, SMS-Aggregator undertakes to settle such claims/lawsuits and reimburse for the material damage and costs of Operator, if any. Operator shall, in turn, notify SMS-Aggregator of relevant claims within ten (10) business days.

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 SMS-Aggregator, their counterparties, and non-public information, which became known in the process of conclusion or performance of this Agreement.

8.2. Information transferred by User to Sender through SMS-Aggregator to Operator, which contains personal information of User (information about the identity of the User, phone number, identification number, email address, mailing address, passport details, information about the Services provided to Users, etc.) shall also constitute confidential information and be available to third parties only with the consent of User.

8.3. Each Party undertakes not to disclose and/or otherwise make available to third parties any 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, its publication or other disclosure during the term of this Agreement and during 5 (five) years after 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 shall be communicated to only those employees of the Parties, who

are directly involved in the execution of this Agreement.

8.8. The Party that breached the confidentiality obligations shall be liable in accordance with the current legislation of the Republic of Kazakhstan. SMS-Aggregator gives consent to the disclosure of its 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 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 does not guarantee timely delivery of SMS-messages and assumes no liability to SMS-Aggregator and third parties for any direct or indirect damages in case of technical failures in the SMS-center and/or other equipment of Operator, and, consequently, impossibility to deliver messages.

9.3. Operator shall not be responsible for the inability of SMS-Aggregator or User to send or receive SMS-messages.

9.4. Operator may claim a penalty from SMS-Aggregator in the amount of 1 000 000 (one million) tenge in case SMS-Aggregator 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 (par. 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);
- d) Exceeding the bulk SMS limit (paragraph 3.2.6 of the Agreement);
- e) Failure to comply with the procedure for processing requests from Operator regarding the Service quality (paragraph 3.2.7 of the Agreement);
- f) Use of Operator's trademarks and product names without the consent of Operator that has caused damage to the image and reputation of Operator (paragraph 6.1 of the Agreement);
- g) Sending unsolicited SMS-messages to the User and / or messages that are not directly related to the Service (Spam), as well as sending advertising messages without User's consent (paragraph 6.5 of the Agreement);
- h) Violation of the terms relating to service content (incl. par. 5.1 hereof);
- i) Violation of the terms and schedule for sending SMS to the Users (par. 3.2.6 of the Agreement).

9.6. Operator may claim compensation from SMS-Aggregator for actual damage incurred and documented by the Operator as a result of the following violations committed by SMS-Aggregator:

- a) Violation of the obligation to use Technical solution in accordance with the terms of the Agreement (paragraph 3.2.2 of the Agreement);
- c) Provision of Service without license, permit, patent required by law (paragraph 3.2.4 of the Agreement);
- d) Violation of the terms of Service and/or Content provision (clause 5 of the Agreement);
- e) Violation of the obligation to provide full information about the Service (paragraph 6.2 of the Agreement);
- f) Violation of intellectual property rights, copyright and related rights of third parties (paragraph 7.2 of the Agreement);
- g) Violation of confidentiality obligation (paragraphs 8.2 and 8.3 of the Agreement);
- h) Violations stipulated by par 9.5 hereof, if the real damage caused to Operator exceeds the amount of fine stipulated in the relevant paragraph. In this case, SMS-Aggregator shall pay Operator the real damage without paying a fine.

9.7. In case of the above-mentioned violations on the part of SMS-Aggregator, Operator shall have the right to immediately disconnect SMS-Aggregator 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 or the Internet and other (unavoidable and unforeseen) circumstances not dependent on the Parties.

10.2. In case of circumstances specified in paragraph 10.1 of this Agreement, each Party shall promptly notify the other Party of them in writing. The notice must include information on the nature of circumstances. The occurrence of the circumstances provided for in paragraph 10.1 hereof must be confirmed by a document of the authorized organization.

10.3. In the event of circumstances specified in paragraph 10.1 hereof, the deadline for performance of obligations by the Party under this Agreement shall be suspended in proportion to the time during which these circumstances are in effect.

10.4. If circumstances listed in paragraph 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 Users on the main issues related to the provision of the Service, or submit the questions received from Users to SMS-Aggregator, in which case SMS-Aggregator is obliged to provide the requested information to User and/or Operator within 5 (five) business days.

12.2. SMS-Aggregator shall immediately inform Operator on any problems in the provision of the Service and actively participate in their remedy.

13. Term of this Agreement

13.1. This Agreement shall take effect after the Parties have signed it and shall be valid until its termination in accordance with the laws of the Republic of Kazakhstan and/or terms of this Agreement.

13.2. This Agreement may be terminated by either Party, in which case the latter shall send a written notice of early termination to the other Party thirty (30) calendar days before the date of disconnection of SMS-Aggregator from the Technical solution and expected termination date.

Basic conditions/criteria for SMS classification by type of message by Operator**1. Transactional_SMS****Rules for classifying SMS to a Transactional SMS template:**

Transactional SMS include messages aiming to inform a Subscriber about a transaction involving movement of funds in his account, or about the impossibility of performing such an operation.

A funds movement transaction is:

- completed operation of crediting / receiving / withdrawal of funds;
- completed operation of write-off /spending / transfer / reservation of funds;
- payment of a commission, accrual of % on a deposit, conversion of funds into another currency;
- cancellation or impossibility of performing the listed operations

Transactional SMS templates must EXPLICITLY indicate the type of transaction, account number, transaction amount or other payment transactions, as well as transaction currency.

This type of message includes messages containing the following information:

- Notifications of successful / unsuccessful crediting / withdrawal / refund / receipt of funds in the subscriber's accounts (Example: "Snyatie: 10000 KZT. Karta: **** 1179. Dostupno: 90000 KZT")
- Notifications of successful / unsuccessful transfer of funds between accounts (Example: "Popolnenie s deposita: 10000 KZT. Schet karty: **** 1179. Dostupno: 90000 KZT")
- Notifications of accrued interest on deposits, crediting of a commission (Example: "+1000 KZT. Karta: **** 1179. Nachislenie po depositu")
- Notifications of funds conversion (Example: "Snyatie: 10000 KZT. Karta: **** 1179. Dostupno: 90000 KZT")

Inclusion in the text of a Transactional SMS of any information that directly or indirectly related attracts attention to an object related to advertising of goods and (or) services is not allowed. At the time of approval of the Transactional SMS Template by Operator, such SMS-messages will be recognized as advertising SMS and will be charged accordingly as advertising messages.

2. Service SMS**Rules for classifying SMS to a Service SMS template:**

This type of message includes messages containing the following information:

- Welcome sms when customer signs up to the service (Example: "Pozdravlyаем s uspehnoy registraciey v service MoySites!")

- Informing users about the events affecting the terms of services (changes in the financial conditions, for example, an increase in the subscription fee) (Example: “Uvajaemyi polzovatel '! Dovodim do Vashego svedeniya: s 01.01.21 zakanchivaetsa trial, dalee abonentskaya plata - 5000 tg/mes”)
- Informing users about changing the phone number (a code is sent to the number, which is then used to identify the user, for example, to set/change a password) (Example: "01.01.21: Nomer izmenen")
- Confirmation of Order/Purchase (Example: "Zakaz 0188734 prinyat v obrabotku")
- Status of goods delivery/return/exchange (Example: "Zakaz 0188734 otmenen")
- Reminders of a scheduled event as part of the service (for example, reminder of an appointment) (Example: "Uvajaemyi avtolyubitel, napominaem Vam o zaplanirovannoy zapisi 01.01.21 v 15:00")
- Informing about maintenance activities / warnings about suspension/resumption of services (Example: "Uvajaemyi pol'zovatel", soobschaem o nedostupnosti servisa v svyazi s obnovleniyami")
- Notifications about entering / exit / attempts to enter the Client's self-service system. Information with account details for authorization in the Client's system (Example: "01.01.21 15:00 - vhod s novogo ustroystva")
- Informing about class schedules, current and final achievements, messages about internal regulations or homework and other messages sent by educational institutions that do not contradict the rules for classifying templates as service sms (Example: “Uvazhaemyi pol'zovatel, napominaem - segodnya zaplanirovano probnoe zanytie v segodnya zaplanirovano probnoe zanytie v 15:00”)
- Informing the Client about a debt and the details of the relevant agreement (Example: "Vi vyshli na prosrochku po dogovoru ***** 1789")
- Informing about a debt repayment schedule. Example: "01.01.21 - data platezha po dogovoru *** 1789")
- Informing the Client about accruals/deductions/validity period of bonus points/coupon redemption in loyalty programs Example: “Vam nachisleno 800 bonusov!”)
- Receiving a code (a code is sent to the number, which is then used to identify the user, for example, to set/change a password) (Example: "Cod dostupa 1234, nikomu ne soobshaite cod")

Inclusion in the text of a Service SMS of any information that directly or indirectly related attracts attention to an object related to advertising of goods and (or) services is not allowed. At the time of approval of the Transactional SMS Template by Operator, such SMS-messages will be recognized as advertising SMS and will be charged accordingly as advertising messages.

3. Advertising SMS

This type of messages includes messages aiming to draw attention to an object by advertising goods/services, as well as other SMS messages that are not related to the Service or Transactional SMS.

Special conditions

1. Client is fully responsible to ensure that the template is written correctly.
2. If an SMS contains extra spaces at the beginning and at the end of the text, the Operator's SMS platform (hardware and software system) will automatically detect it as NOT matching the template.

3. Messages that do not match the templates of the Service and Transactional SMS will be automatically recognized as advertising and will be charged accordingly.

4. Description and rules for using variables (syntax) in templates

Templates contain variable elements (operands) that can take any of the listed values. The syntax for the variables is shown below.

- %w - any continuous set of letters and/or special characters.
- %d - any continuous set of numbers and/or special characters.
- %w{1,n} - a limited sequence of words (consisting of letters, numbers or special characters described below), separated by a space, where n is the number of words (there must be at least 1 and no more than n words).
- %d+ - a sequence of numbers (consisting of numbers or special characters described below), separated by a space (or several spaces).
- %d{1,n} - a limited sequence of numbers (consisting of numbers or special characters described below), separated by a space (or several spaces), where n is the number of numbers (numbers must be at least 1 and no more than n).

Set of letters or numbers %d and %w may contain punctuation marks and special characters: ! № # % . , : ; ? \ / () + - “ ” — _ ' " ` & ^ ? { } [] < > / \ | ! @ # \$ % ^ () + = ~ *

Important:

In this case, the value of n in the transactional SMS templates should be no more than 10, the value of n in the service SMS templates - no more than 20. The operand %d{1,1} and %w{1,1} cannot be used. It is not allowed to use two %w{1,n} operands in a row. For example: %w{1,10} %w{1,12}

5. Template requirements

- 5.1. Templates must be written according to the syntax of writing templates.
- 5.2. Client is fully responsible for the content of the template. Operator is not responsible if the content of the template violates the established moral and ethical standards, the requirements of the current legislation.
- 5.3. It is recommended to use the operands %d{1,n} for dates, phone numbers, password.
- 5.4. Duplicate templates should be avoided, unless the template is used for multiple sender names.
- 5.5. Each variable must contain space characters immediately before and after the variable.

Template examples

Type of message	Template	Text
Transactional	Card %d : %d %d payment amount %d KZT. %w{1,5} successfully completed. Available: %d KZT.	Card ***1234 : 01.01.21 10:00:00 payment 1000 KZT to Zhaksy store successfully completed. Available: 100 000 KZT.
Service	Order: %d amount %d tenge successfully accepted.	Order: 123456 amount 5500 tenge successfully accepted.

	Estimated delivery time: %d between %d. MySite store	Estimated delivery time: 15.01.21 between 12:00- 20:00. MySite store
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6. Procedure for operational interaction

The Operator and the Client shall interact via email.

Email address for submission requests for approval - *partners_sms@kcell.kz*

- One letter – one Client
- Subject of the letter – Client BIN/IIN, full company name
- The letter must include an Excel file with templates. The file format is available in the sample file.

The template(s) will begin to apply from 00:00 am of the following day from the date of approval.

7. This Appendix is an integral part of the Agreement.

DETAILS and SIGNATURES OF THE PARTIES:

<p>Operator – Kcell JSC BIN 980540002879 050051, Republic of Kazakhstan, Almaty, 51 Alimzhanov str. Bank details: BIC HSBKKZKX IBAN KZ406017131000016045 with Halyk Bank of Kazakhstan JSC KBE 17</p> <p>Title _____ Name_____</p>	<p>Client</p> <p>Title _____ Name_____</p>
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