

The 'Business Budget' Service Term and Conditions

Kcell JSC (Operator), offers business entities and private entrepreneurs (Corporate Customers), who signed a mobile services agreement with Operator (Service Agreement), and employees of Corporate Customers, hereinafter referred to as Users, to use a value-added service called "Business Budget" on the following terms.

In these Term and Conditions, Corporate Customer and Operator are referred to as the "Parties".

These Term and Conditions have been developed within the framework of Article 389 of the Civil Code of the Republic of Kazakhstan (hereinafter - RK) and they shall apply to the legal relations between the Operator, Corporate Customers and Users who have accepted these Term and Conditions as provided herein.

1. General

For the purposes of these Terms and Conditions, the following basic terms are used:

1.1. Business Budget (the "Service") – a value-added service provided by Operator to the Corporate Customer whereby Operator shall issue separate bills (invoices) to be paid by Corporate Customer for the Services used by the Users up to the agreed Spending Limit and to the Users for the amount exceeding the agreed Spending Limit in accordance with the respective Tariff plan terms and conditions. Invoice for the Services provided in excess of the Spending Limit shall be issued in accordance with the laws of the Republic of Kazakhstan on the basis of a separate request of a Corporate Customer/User;

1.2 Corporate Group – a group of Users who receive the Services under the terms and conditions of a relevant Service Agreement between Operator and Corporate Customer.

1.3 Service Agreement - an agreement between the Operator and the Corporate Customer for the provision of mobile communication services or entered into by way of the Corporate Customer's acceptance of the terms of the Public Agreement and signing of the registration form.

1.4. Rate is the monetary expression of the cost of a unit of communication Services, established by the telecom operator as a payment for the provision of communication services.

1.5. Tariff - a system of tariff offers defining the list and cost of communication Services, specifics of their provision and billing, set by the telecom operator to the Subscribers, or to a certain group of Subscribers, or in a certain limited territory.

1.6 User - an employee of the Corporate Customer or any other person included by the Corporate Customer in the Corporate Group who uses the Services on the terms and conditions of Service Agreement and technologically related Services. For the purpose of these Terms and Conditions, Users shall mean persons whose Subscriber Numbers meet the following criteria: the Subscriber number is registered to the Corporate Customer; the Subscriber number is included in the Corporate Customer's group. All rights and obligations under the Service Agreement shall be retained by the Corporate Customer in full.

1.7 Subscriber number - a telephone number which is assigned to the Corporate Customer as part of the Services Agreement and used to identify the Subscriber device (mobile telephone, etc.) connected to the Operator's network when other subscriber devices are connected to it. The list of

Users' Subscriber Numbers is provided by the Corporate Customer to the Operator in the service activation request as per Appendix 1 to these Terms and Conditions.

1.8 The Corporate Customer Account (CCA) shall mean an analytical accounting register in the Operator's billing system for recording the amount of the Services provided to all the Subscriber numbers of the Corporate Customer connected to the Service, the receipt and use of the funds paid in by the Corporate Customer under the Services Agreement.

1.9 User's Personal Account - an analytical accounting register in the Operator's billing system for recording the amount of Services rendered over and above the spending limit for the relevant Subscriber number of the Corporate Customer and receipt and use of the funds paid in by the User.

1.10 User Credit Limit - the amount for which the Operator renders the Services to the User in the Accounting Period when the Corporate customer opts for a postpaid billing and upon reaching which the Services will be suspended until the next payment by the Corporate Customer or the User of the User's Personal Account. The amount of the User Credit Limit may not be more than 100 (one hundred) tenge. The amount of the User Credit Limit shall be set in the request for service activation as per the form provided in Appendix 1 to these Terms and Conditions. The Credit Limit shall be renewed on a monthly basis.

1.11 Prepaid billing is a payment method where the User makes an advance payment to cover the cost of the Services. This payment is then credited to the user's personal account.

1.12. Postpaid billing is a payment method that allows Users to access the Services without pre-payment within their established Credit limit. Payment for the Services used shall be made within the Payment period.

1.13. CCA Credit Limit - the amount by which the Operator renders the Services to the Corporate Customer during the Accounting Period, upon reaching which the Services shall be suspended until the Corporate Customer tops up the CCA. The amount of the CCA Credit Limit is set in the request for service activation as per the form provided in Appendix 1 to these Terms and Conditions. The amount of the CCA Credit Limit shall not be less than the total amount of the spending limit for all Subscriber numbers of the Corporate Customer connected to the Service. Should additional Subscriber numbers be connected to the Service, the Corporate Customer shall increase the Credit Limit amount. The Credit Limit shall be renewed on a monthly basis.

1.14. Accounting Period - a period of time equal to one calendar month during which the Operator's Services were rendered and accounted as per the postpaid billing procedure.

1.15. Payment period - thirty calendar days following the Accounting period, during which the Corporate Customer and/or the User must pay for the rendered Services unless other payment terms are specified in the Service Agreement.

1.16. Service(s)/Communication services - services of the Operator and third parties.

1.17 Operator's Services - communication services (basic and value-added), including mobile Internet, provided under the trademarks of Kcell or activ as well as information and reference services and/or other services provided by the Operator.

Basic communication services include: 1) voice services, including emergency calls; 2) Short text messaging services.

1.18. Third party services - services of the Providers and other third parties rendered to the Operator and (or) Subscribers through the Operator's network, as well as other services rendered to the Operator and (or) Subscribers by third parties.

1.19. Spending limit - a cost expression (a ceiling amount) which is set and defined by the Corporate Customer in the request for service activation as per the form provided in Appendix 1 hereto for each Subscriber number of the User and sufficient to fulfil the Corporate Customer's obligations under the Services Agreement, within which the Operator shall issue an invoice to the Corporate Customer for the rendered Services. The Services provided in the amount within the Spending limit shall be payable by the Corporate Customer. The Operator shall issue an invoice to the User for the Services provided in excess of the Spending limit. Services provided in excess of the Spending limit shall be paid by the User or, in cases specified in these Conditions, by the Corporate Customer.

1.20. Corporate Customer's Request – a written application of the Corporate Customer sent to the Operator for disconnection or connection of Subscriber numbers to the Service or replacement of Subscriber numbers, change of billing method or Credit limit, which is an integral part of these Terms and Conditions and is submitted by the Corporate Customer in accordance with the form set out in Annex 1 (request for Service activation) and Annex 2 (request for Service deactivation) to these Terms and Conditions. The Corporate Customer's application sent to the Operator in connection with the change of the Spending Limit and/or CCA Credit Limit shall be issued in a free form.

1.21. Corporate Customer - a Subscriber of the Operator having the status of a legal entity or individual entrepreneur, with whom the Operator has signed a Service Agreement.

1.22. Operator's Website - the Operator's information resource on the Internet at: Kcell - www.kcell.kz; activ - www.activ.kz

1.23. Operator's Public Agreement - agreement for provision of communication services by the Operator which specifies the general terms and conditions of service provision posted on the Operator's official website.

1.24. Provider - an individual or a legal entity who provides services of intellectual, entertainment (lotteries, voting, TV-quizzes, quizzes, reference and information services, dating services etc.) or other nature to the Users through the Operator's network.

1.25. A USSD command is a standard service in GSM networks that enables Users to interact with service applications in the form of short messages. These messages are made up of letters, digits and symbols typed in a certain sequence and to the extent permitted by the technical capabilities of the Operator's network, providing an opportunity both to receive reference information and to manage the Subscriber's number and/or Services.

1.26. Billing system - the Operator's software that calculates the amount to be apaid for the Services consumed.

2. Service activation

2.1 These Terms and Conditions are established by the Operator in accordance with the laws of the Republic of Kazakhstan and are to be fully accepted by the Corporate Customer and the User.

2.2 To activate the Service, the Corporate Customer shall submit to the Operator a written request for Service activation on paper or by sending its scanned copy to the Operator's e-mail address, or

in any other manner permitted by the laws of the Republic of Kazakhstan. The request shall contain the User's data and his/her signature confirming his/her consent to these Terms and Conditions.

2.3 The Corporate Customer has a right to add/remove the Service Users or disconnect the Service by sending a request for service activation/request for service deactivation to the Operator in accordance with these Terms and Conditions.

2.4 The Service may not be connected to the Corporate Subscriber if the provision of the Service has been suspended as provided by the applicable legislation of the Republic of Kazakhstan and/or Service Agreement.

2.5 By activating the Service, the User agrees that the provision of the Service to the User may be terminated at the request of the Corporate Customer.

2.6 The Corporate Customer shall fulfil the terms and conditions of the Services Agreement to the Operator in full. The User is allowed to pay for the Services.

3. Terms of service

3.1 The Service is provided to the Corporate Customer and the User from the moment the Corporate Customer connects to the Service. Provision of the Service is terminated in accordance with the procedure stipulated in these Terms.

3.2 The User accepts these Terms and Conditions by signing the request for service activation, which is submitted by the Corporate Customer when connecting to the Service.

3.3 In the request for service activation, Corporate Customer indicates in the monthly Spending limit for each Subscriber number, which he/she undertakes to pay for the Services used by the specified Subscriber number. Amount exceeding the Spending limit shall be paid by the User.

3.4 In order to provide the Service, the Operator opens CCA and User Personal Accounts. Numbers which are not connected to the Service may not be included in the CCA. If the Service is cancelled, the Subscriber numbers shall continue to be serviced under separate personal accounts. Services received by the User in excess of the set Spending Limit shall be paid for from the Personal Account of the User. By activating the Service, the Corporate Customer agrees that the User may activate/deactivate the Services by means of the USSD short codes, if such method for managing additional Service is established by the Operator without obtaining additional consent from the Corporate Customer, unless the latter has informed the Operator in writing that a specific User is not allowed to use USSD short codes.

3.5 Should the Corporate Customer stop using the Subscriber number, or transfer it to another User, or change the personal data of the User, the balance available in the Personal Account of the User, including any amounts due to the Operator, shall remain on the User's Personal Account. At the written request of the User the balance in the Personal Account may be returned to the User within thirty calendar days from the date of registration of the User's application for a refund.

3.6 In the absence of funds on the CCA, Operator shall reserve the right to suspend provision of Services to the Subscriber numbers of the Users who have exceeded the Spending Limit.

3.7 In case the Operator becomes aware that the Users' personal data indicated in the Request for service activation are incorrect or invalid, he reserves the right to provide Services for such Subscriber numbers of the Users only within the Spending limit. Such being the case, Operator will request the User to provide correct personal data, which the latter must provide within than 1 (One) working day from the date of the request.

3.8 If the Corporate Customer delays payment for the Services, or if Operator restricts access to or terminates the Services for the Corporate Customer or User on other grounds stipulated by the Service Agreement or the legislation of the Republic of Kazakhstan, the Operator shall be entitled to suspend provision of the Services to the Corporate Customer and the User, even if there are funds in the Personal Account of the User.

3.9 The Services activated by the User are charged in accordance with the Rates/Tariffs published on the Operator's website and can only be used up to the amount of the User's Credit limit (postpaid billing) or up to the available positive balance (prepaid billing).

3.10 The Operator may unilaterally and extrajudicially disconnect and suspend the Service in case of termination of these Terms and Conditions, should the Corporate Customer and/or the User fail to pay for the Services consumed as well as in case the User and/or the Corporate Customer fail to fulfill other obligations stipulated by these Terms and Conditions/Services Agreement.

3.11. As part of the Service, Operator shall on a monthly basis, by the 20th of the month following the Accounting period, based on the Operator's billing data, issue an electronic Statement of Work Performed (Services Provided) and electronic invoice in the information system for electronic invoices for the Services actually provided in the Accounting Period, but within the Spending Limit specified in the request for service activation.

4. Rights and responsibilities of Parties

4.1. Corporate Customer shall:

4.1.1. set and agree with the Operator the billing method for the User, the amount of the User Credit Limit (postpaid billing) and Spending Limit (prepaid billing) for each Subscriber number, as well as the amount of the CCA Credit Limit;

4.1.2. pay for the Services actually rendered to the Corporate Customer and Users during the Accounting Period within the Spending Limit in accordance with the procedure set forth in these Terms and Conditions. Should the User fails to pay for the consumed Services within 60 (sixty) calendar days after a payment becomes due, the Corporate Customer agrees to repay such a debt within 15 (fifteen) calendar days from receipt of the Operator's notice to that effect;

4.1.3. if the Corporate Customer and/or User has made a payment in a way different from those specified in Section 5 of these Terms and Conditions, notify the Operator to that effect within 1 (one) business day and provide the documents confirming the payment.

4.1.4. provide the Operator with a list of Subscriber Numbers of the Users in the request for service activation prior to the beginning of the Accounting period;

4.1.5. in case of change of ownership of the User's Subscriber number and/or should it be removed from the Corporate Group, pay off all outstanding debts incurred by the User of such Subscriber number;

4.1.6. in case the Corporate Customer terminates the Service Agreement and/or stops using the Service, he agrees to repay all outstanding amounts due from the Users of all Subscriber numbers of the Corporate Customer;

4.1.7. if the Corporate Customer changes the User's billing method from postpaid to prepaid, the Corporate Customer undertakes to repay all debts as may exist on the respective account before the change of the billing method takes place.

4.1.8. in case of change of the User, give the Operator at least 1-day prior notice to that effect, by submitting a new request for service activation;

4.1.9. request from the Operator a report on the balance available on the Subscriber numbers and informs the User if there is a debt for the Services, i.e. amount exceeding the Spending Limit, during the Settlement Period;

4.1.10. perform other obligations in accordance with the terms and conditions of the Service Agreement, these Terms and Conditions, and the laws of the Republic of Kazakhstan.

4.2. Corporate Customer may:

4.2.1. request from the Operator a breakdown of the Services rendered in the Accounting period. The Corporate Customer and the User agree that such a breakdown by the Subscriber number shall indicate the total amount of Services rendered during the given Accounting period without differentiation between the Services rendered to the User and the Services rendered to the Corporate Customer. The Corporate Customer has the right to receive information on the Services rendered to the User, including payments and debts, if any.

4.2.2. by sending a request for service activation, disconnect or connect Subscriber Numbers to the Service, as well as replace Subscriber Numbers, change the Spending Limit, billing method and/or Credit Limit of the Users.

4.3. Operator shall:

4.3.1. by the 20th (twentieth) of the month following the Accounting month, issue electronic invoices and Statement of services rendered to the Users in the Accounting Period within the Spending Limit. Invoices for the Services rendered to the User shall be issued at the User's request in accordance with the laws of the Republic of Kazakhstan;

4.3.2. resume the Services once the User Personal Account and/or CCA has been credited with an amount sufficient to resume the Services within the User Credit Limit (postpaid billing), positive account balance (prepaid billing) and/or CCA Credit Limit or overdue amounts have been repaid, if earlier the provision of the Services was suspended in accordance with these Terms and Conditions, terms of the Service Agreement and/or with requirements of legislation of the Republic of Kazakhstan.

4.4. Operator may:

4.4.1. suspend provision of the Service if the Corporate Customer and/or Users reach the User Credit Limit (postpaid billing), Users have zero balance in their User personal account (prepaid billing) and/or CCA Credit Limit, as well as in case the Corporate Customer fails to pay for the Services within the Settlement Period;

4.4.2. demand from the Corporate Customer timely and full payment for the Services rendered during the Accounting Period;

4.4.3. change the terms and conditions of the Service by notifying the Corporate Customer and/or Users in accordance with the laws of the Republic of Kazakhstan. The notification method shall be determined by the Operator in accordance with these Terms and the laws of the Republic of Kazakhstan;

4.4.4. exercise other rights under these Terms and Conditions and the laws of the Republic of Kazakhstan

5. Payment terms

5.1. Corporate Customer shall transfer the amount specified in the electronic invoice to the bank account of the Operator within the Settlement Period.

5.2. Users may use any of the methods of payment for the Services set by the Operator (by cash to the cash offices of the Operator or its partners, activation of payment cards, etc.) by depositing money to the respective Subscriber's Personal account.

5.3. Payment for the Services consumed by the User in excess of the Spending Limit shall be made by the Corporate Customer on the basis of the electronic invoice issued at a separate request of the User/Corporate Customer. In this case, no new electronic invoices or electronic statements of services rendered shall be issued to the Corporate Customer. When paying by wire transfer, the Corporate Customer shall specify the User personal account and full name of the User in the purpose of payment.

5.4. The Service provided in accordance with these Terms is free of charge and is available to all Corporate Customers who pay for the Services.

6. Validity period

6.1. These Terms and Conditions shall come into force upon their publication on the Operator's Website. Corporate Customers and Users shall be notified of amendments or termination of these Terms and Conditions by publishing them on the Operator's Website ten (10) calendar days prior to the effective date of such amendments. These Terms and Conditions shall be deemed amended or terminated as of the date specified in such notice. If, after the changes come into force, the Corporate Customer or User fails to, within ten (10) calendar days of the date of publication of the changes in the Terms and Conditions, send a written refusal to accept the amended Terms and Conditions, and continues to use the Service provided under the new conditions after the changes come into force, such changes shall be deemed accepted by the Corporate Customer/User, which means that the Corporate Customer/User has unconditionally accepted these Terms and Conditions in whole.

6.2. These Terms and Conditions are published in the Kazakh and Russian languages. In the event of a discrepancy, the text in Russian shall prevail.

6.3. If any provision of these Terms is found to be invalid or unenforceable in whole or in part, that provision shall not affect the validity and enforceability of any other provisions of these Terms and Conditions in whole or in part.

6.4. These Terms and Conditions supersede earlier understandings and terms of service and agreements made in respect of the Business Budget service.

To CEO of Kcell JSC

Your ref # _____

Date _____

REQUEST FOR SERVICE ACTIVATION

You are hereby requested to activate the Business Budget service / amend data related to the Business Budget service for the following subscriber numbers registered to _____, effective on _____ 20____.

#	Subscriber number	User's full name	User's IIN number	Spending limit set for this subscriber number, tg. incl. VAT*	User's billing method (prepaid/postpaid)**	CCA Credit Limit, tg. incl. VAT***	User's signature****

Upon activation of the Business Budget service, the following service, if any, will be deactivated for the above Subscriber numbers:

- USSD blocking

*Spending limit – the maximum amount for which Operator can provide the Services to the Corporate Customer.

** If postpaid billing is required, specify the amount of the User Credit Limit. User Credit Limit – the amount for which the Operator provide the Services to the User. The User Credit Limit may not exceed 100 tenge. The User is responsible to pay for the Services he received from Operator in the Accounting period.

***CCA Credit Limit – the total Spending limit for all Subscriber numbers of the Corporate Customer connected to the Business Budget service.

If the request for activation of the Business Budget service is signed by the User, the Corporate Customer confirms that such signature was made by the User himself/herself, and all personal data of the User is true, correct and valid.

****By signing this form, the Corporate Customer/User gives their consent to be charged by the Operator for the Services the cost of which exceeds the Spending limit, and also confirms that they have read and agree with the Business Budget terms and conditions posted on the Operator's website <https://b2b.kcell.kz/ru/article/5264/272> (the "Terms"). By signing this request form, Corporate Customer and User give their consent for the Operator to collect and process their personal data in accordance with the requirements of the Law of the Republic of Kazakhstan "On Personal Data and Protection Thereof" #94-V of 21.05.2013, Operator's Public Agreement, the Policy on Collection, Processing and Protection of Personal Data of Subscribers and the List of Personal Data of Subscribers collected by Kcell JSC. The consent comes into force from the date of transfer of personal data for registration of subscriber number and is valid for the period required for the purposes of collection and processing of personal data, unless otherwise provided for by the laws of the Republic of Kazakhstan.

When creating a User Personal Account, please consider the registration address of the User to be the legal address of the Corporate Customer.

Corporate Customer's email - _____.

Chief Executive (name)

company stamp (original)

signature _____

Contact person (full name)

Phone _____

email:

Request for service deactivation

To CEO of Kcell JSC

Your ref # _____

Date _____

REQUEST FOR SERVICE DEACTIVATION

You are hereby requested to deactivate* the Business Budget service, effective on _____20_____,
for the following subscriber numbers registered to _____

#	Subscriber number	Billing method (prepaid/postpaid)	Credit limit, tenge **

* At the time of deactivation of the Business Budget service, the cost of the services rendered in excess of the Spending Limit must be paid in full. Once disconnected from the Business Budget service, the given Subscriber number will be moved to a separate personal account of the Corporate Customer but remain on the same tariff.

** Indicate the Credit Limit if postpaid billing is required.

Chief Executive (name)

company stamp (original)

signature _____

Contact person (full name)

Phone _____

email: