

**CONTRACT-OFFER**  
**on rendering services of providing access to information product**  
**"Real Time Web-quotes"**

city of Almaty

Hereby, Kazakhstan Stock Exchange joint-stock company, hereinafter referred to as the "Exchange", represented by the Chairperson of the Management Board Alina Aldambergen, acting on the basis of the charter, offers the Client to conclude an agreement on the provision of information services (hereinafter referred to as the Service), by way of providing access to the information product "Real time Web-quotes" by means of the Client's acceptance of this public offer (hereinafter referred to as the Agreement).

**1. TERMS AND DEFINITIONS**

**Real Time Web-quotes** – information product as it is defined in the Regulations on terms of commercial dissemination of market data  
([https://kase.kz/files/normative\\_base/MD\\_Policy\\_eng.pdf](https://kase.kz/files/normative_base/MD_Policy_eng.pdf))

**Client** – physical or legal person who carried out the Acceptance of the offer and is a consumer of the Service under this Agreement.

**Offer Acceptance** – full and unconditional acceptance by the Client of the terms of this Agreement by performing Registration in the manner prescribed by the Agreement.

**Access** – the Client's right to view Trading Information in accordance with the terms of the Agreement.

**Personal Account** – a section available to authorized users on the Internet resource of the Exchange ([www.kase.kz](http://www.kase.kz)), containing a section for viewing Trading Information.

**Username and Password** – two unique sets of characters that identify the Client, the combination of which allows the Client to access the Personal Account to view Trading Information. Username and Password are chosen by the Client during Registration, their uniqueness is confirmed by the Exchange.

**Internet resource of the Exchange** – website of the Exchange ([www.kase.kz](http://www.kase.kz)).

**Registration** – establishing of the Client's account on the Internet resource of the Exchange by filling in the data in the prescribed form by the Client.

**Real time mode** – transmission of Trading Information, between the occurrence and publication of which no more than 10 minutes have passed.

**Parties** – the Exchange and the Client.

**Trading Information** – exchange information about transactions with financial instruments that are admitted to circulation (trading) on the Exchange, concluded in the Exchange's trading system, and about submitted orders for concluding such transactions. At the same time, in relation to the Agreement, orders mean only the best orders by price for each moment of time for each financial instrument. In the Agreement, Trading Information means Real-time Trading Information.

**Device** – any device of the Client, including a mobile or stationary device/display that provides the ability to receive and/or control and/or display Trading Information.

**Electronic way of payment** – method of payment for the Service through the Internet resource of the Exchange using a bank card, in accordance with the Rules for conducting electronic payment for the service of providing access to the Web-Quotes information product, set forth in Appendix No. 1 to this agreement.

**Payment according to the issued invoice** – method of payment for the Service according to the issued invoice for payment, to the bank details of the Exchange specified in the corresponding invoice for payment.

## **2. SUBJECT OF THE AGREEMENT**

2.1. In accordance with the **Agreement**, the Exchange undertakes to provide the Client with the Service by providing access to the information product "Real Time Web-Quotes", and the Client undertakes to pay the cost of the Service in a timely manner in accordance with the chosen payment method.

2.2. The Agreement is considered concluded from the moment the Client makes the first payment for the Service.

2.3. Trading information provided to the Client in accordance with the Agreement is intended solely for viewing by the Client. The Client is prohibited from reproducing, publishing or in any way distributing the Trading Information.

2.4. It is forbidden to view Trading Information from two or more Devices under the same Username at the same time.

## **3. RIGHTS AND OBLIGATIONS OF THE PARTIES**

### **3.1. The Exchange has the right to:**

- 1) require the Client to properly fulfill the terms of the Agreement;
- 2) suspend the Client's Access to Trading Information in case of:
  - violation by the Client of the terms of payment for the cost of the Service; or
  - when the Exchange reasonably considers that any actions of the Client violate the terms and conditions of the Agreement;
- 3) change the format of the Trading Information and/or any part thereof without prior notice to the Client;
- 4) change the addresses of the pages on the Internet, on which the Trading Information or any part thereof is published, with the publication of a notice of such change on the Exchange's Internet resource;
- 5) change the composition of the Trading Information and/or any part of it without prior notice to the Client, if such a change does not entail a reduction in the amount of data that makes up the Trading Information;
- 6) unilaterally change the rates of fees in relation to the provided Service, as well as make changes and additions to the Agreement with the publication of a notice of such changes/additions on the Internet resource of the Exchange no later than 10 (ten) calendar days before the date of entry into force changes/additions;
- 7) in case of violation by the Client of the conditions of item 2.3. or 2.4. terminate the Client's access to the Trading Information without reimbursement to the Client of the paid amount or part thereof;
- 8) carry out other actions in accordance with the legislation of the Republic of Kazakhstan;
- 9) require the Client to provide the necessary documents in accordance with the requirements of the legislation of the Republic of Kazakhstan.

### **3.2. The Client has the right to:**

- 1) require the Exchange to properly provide the Service and fulfill other obligations stipulated by the Agreement;
- 2) use the Trading Information subject to the restrictions set forth in items 2.3. and 2.4. of the Agreement;
- 3) carry out other actions in accordance with the legislation of the Republic of Kazakhstan.

### **3.3. The Exchange undertakes to:**

- 1) provide the Client with Access to the Trading Information within 1 (one) business day following the day of receipt of money to the Exchange's bank account in payment for the Services under the Agreement;
- 2) ensure the operability of the software and hardware complex, through which the Exchange provides the Client with Access to Trading Information;
- 3) provide the Client timely and in accordance with the established procedure with an invoice for payment for the Services in accordance with the terms of the Agreement;
- 4) resume within 1 (one) working day, the Client's Access to the Trading Information, if the Client eliminates the violations that served as the basis for the suspension of the Client's Access to the Trading Information (sub-item 2) of item 3.1. of the Agreement);
- 5) fulfill duly all of its other obligations stipulated by the Agreement and the legislation of the Republic of Kazakhstan.

### **3.4. The Client undertakes to:**

- 1) timely and in full pay the cost of the Service in accordance with the terms of the Agreement;
- 2) organize independently and at its own expense a communication channel (access to the Internet);
- 3) ensure the confidentiality of the Username and Password of the Client;
- 4) notify the Exchange of changes in contact details (phone number, e-mail addresses) and other information that may affect the fulfillment of obligations under the Agreement within 10 (ten) calendar days from the date of such a change in writing;
- 5) comply with the restrictions on the use of Trading Information, established by items 2.3. and 2.4. of the Agreement;
- 6) in case of violation of the confidentiality mode in relation to the Username and Password of the Client, notify the Exchange about this fact in a form understandable to the Parties within one business day from the moment this fact occurs;
- 7) properly fulfill other obligations stipulated by the Agreement and the legislation of the Republic of Kazakhstan.

## **4. PROCEDURE AND TERMS OF PAYMENT**

4.1. The cost of the Service under the Agreement is determined in accordance with the applicable fee rates approved by the Exchange's Board of Directors and published on the Exchange's Internet resource ([http://kase.kz/files/normative\\_base/info\\_rules.pdf](http://kase.kz/files/normative_base/info_rules.pdf)).

4.2. The Exchange renders the Service to the Client within the framework of the Agreement on the terms of full prepayment.

4.3. Payment for the Service is made by the Client in accordance with the chosen method of payment before the start of the prepaid period on the basis of an invoice for payment issued by the Exchange.

The fact of payment by the Client for the Services, in accordance with the terms of this Agreement, is a confirmation by the Client of the absence of claims to the volume and quality of the Services provided by the Exchange.

4.4. The Client undertakes to independently and timely pay for the Services in accordance with the chosen method of payment.

4.5. Invoices for payment for the Services are issued by the Exchange by e-mail or posted on the Exchange's website, depending on the payment method chosen.

The Client can receive accounting documentation on a tangible (paper) medium at the Exchange's office at the address specified in section 11.

4.6. In case of choosing the method of invoice payment, the first invoice for payment for the Service is sent by the Exchange no later than the next business day after the identification of the client and verification of the necessary documents, in accordance with the legislation of the Republic of Kazakhstan, subsequently – monthly, no later than 10 (tenth) day of the month preceding the month for which payment is made.

4.7. The Exchange does not return the funds paid for the Service and/or does not compensate them by providing a proportionate additional time of Access to view the Trading Information in the following cases:

- if the Exchange provided the Client with Access to Trading Information, but the Client did not use this Access for any reason; or
- if the Exchange provided the Client with Access to Trading Information, but the Client, for any reason, used this Access for an incomplete period for which the Client paid.

In this case, in the cases provided for by this item, the Service is considered to be provided by the Exchange in a proper manner.

In case of force majeure described in section 8, the Exchange has the right to return the prepaid funds for the Service, subject to the relevant application of the Client and official confirmation of the force majeure, issued by the authorized body.

## **5. RESPONSIBILITY OF THE PARTIES**

5.1. For non-performance or improper performance of obligations under the Agreement, each Party shall be liable in accordance with the legislation of the Republic of Kazakhstan and the Agreement.

5.2. The Client is responsible for the accuracy of the information provided during Registration and filled in in the Personal Account.

5.3. The Client is responsible for maintaining the confidentiality of their Username and Password.

5.4. The Exchange is responsible for:

- 1) failure to timely provide the Client with Access to Trading Information;

2) the impossibility of viewing the Trading Information by the Client as a result of errors, technical failures, deletion of files, changes in functions, defects, time delays specified in section 1 in the provision of data that occurred through the fault of the Exchange during exchange trading.

5.5. If the circumstances specified in item 5.4. of the Agreement that continuously lasted more than one business day, the Exchange compensates the Client for the time of lack of Access to Trading Information by providing a proportionate additional Access time in the subsequent period;

5.6. The Exchange is not responsible for:

1) any expenses of the Client, as well as any losses or damages resulting from the use or inability to use the Trading Information, or incurred as a result of errors, technical failures, deletion of files, changes in functions, defects, delays in the provision of data that occurred through no fault of the Exchange, including lack of or problems with access to the Internet at the Exchange due to the fault of the provider, whose services are used by the Exchange;

2) for the quality of access to Trading Information via the Internet.

## **6. TERM OF THE AGREEMENT AND TERMINATION OF THE AGREEMENT**

6.1. The Agreement comes into force from the moment of its conclusion, in accordance with item 2.2. of the Agreement and is termless.

6.2. Each Party has the right to unilaterally terminate the Agreement by notifying the other Party no later than 10 (ten) calendar days before the expected date of termination of the Agreement.

## **7. DISPUTES RESOLUTION AND GOVERNING LAW**

7.1. The parties to the dispute, if any, are the Exchange and the Client who have entered into the Agreement.

7.2. In case of disagreements in the process of fulfilling the terms of the Agreement, the resolution of disputes between the Parties is carried out through negotiations. The parties undertake to take all necessary measures to resolve disagreements out of court.

7.3. In case of failure to reach mutual agreement of the Parties, disputes are resolved in court in accordance with the legislation of the Republic of Kazakhstan.

7.4. The applicable law for resolving disputes is the legislation of the Republic of Kazakhstan.

## **8. FORCE MAJEURE**

8.1. The Parties shall be exempted from liability for failure to perform or improper performance of their obligations under the Agreement caused by force majeure, which means any emergency and unavoidable circumstances under the given conditions that are not subject to reasonable control by the Parties to the Agreement, including, but not limited to the following: wars, military actions, actions of state bodies, coup d'état, fire, natural disasters and other circumstances that the Parties could not foresee and which directly affected the fulfillment of obligations under the Agreement.

8.2. In the event of a force majeure event, the deadline for fulfilling obligations under the Agreement is extended in proportion to the time during which such a circumstance was in effect. The Party, for which it becomes impossible to fulfill its obligations under the Agreement due to the occurrence of force majeure circumstances, is obliged to notify the other Party of the

impossibility of fulfilling obligations within ten days from the date of the beginning of this circumstance.

8.3. If the effect of force majeure lasts more than one month, the Parties have the right to refuse further fulfillment of obligations under the Agreement. In this case, neither Party shall have the right to demand compensation from the other Party for any losses.

## **9. FINAL PROVISIONS**

9.1. The Parties may not transfer rights and entrust the performance of their obligations under the Agreement to a third party without the written consent of the other Party.

## **10. NOTIFICATION PROCEDURE**

10.1. All notices of changes and additions to the Agreement, as well as changes and additions to the Agreement are brought by the Exchange to the attention of the Client by posting the relevant notice on the Exchange's Internet resource no later than 10 (ten) calendar days prior to the date of entry into force of the said changes and additions.

10.2. All notifications are sent to the Exchange by the Client by a written message to the Exchange's postal address specified in section 11 of this Agreement and/or to the e-mail address of the Information Products Promotion Department – mds@kase.kz.

## **11. LOCATION AND BANK DETAILS OF THE EXCHANGE**

11.1. Name: Kazakhstan Stock Exchange JSC

Address: 280 Bayzakov St., North Tower of "Almaty Towers", 8th floor, Almaty 050040

Tel: (8 727) 237 53 22

BIN: 931240000220

RNN: 600200049149

OKPO: 30084469

Account: KZ679491100000342657 in ALTYN BANK JSC (Subsidiary bank of China Citic Bank Corporation Limited)

BIK ATYNKZKA