

Public Agreement

BEFORE USING THE BIG ALMATY RING ROAD "BAKAD" (TOLL ROAD), CAREFULLY READ THE TEXT OF THIS PUBLIC AGREEMENT, CONFIRMING IT, YOU AGREE THAT YOU COMPLETELY UNDERSTAND THE CONTENT OF THIS TEXT.

This Public Agreement (hereinafter referred to as the "**Agreement**") defines the conditions for travel on the Big Almaty Ring Road (BAKAD) (hereinafter referred to as the "**Toll Road**") and other related services provided by BARR Operation and Maintenance LLP (BIN 220940037571), hereinafter referred to as the "**Operator**", to any person who has acceded to its terms.

1. Main concepts and definitions

1.1.	"Subscription fee"	toll on the Big Almaty Ring Road "BAKAD", established by the Authorized State Body for Vehicles registered in settlements adjacent to the Toll Road and charged from the User by the Operator in accordance with the Toll Rate for the entire route in both directions to the established period from the date of registration of the Subscription fee. In the form of a monthly subscription or a yearly subscription.
1.2.	«Act of non-payment of fare»	a document certifying the fact of the User's travel without payment on the Toll Section, which is formed after the expiration of the payment term by the Operator's representative or automatically by means of the Toll collection System.
1.3.	«Gantry»	An infrastructure facility located on the Toll Road. The gantry can be equipped with equipment for fixing, identifying, measuring Vehicles.
1.4.	«State registration plate»	state registration plate of the Vehicle, the item containing an individual alphanumeric designation assigned to the Vehicle by the Authorized State Body. The GRNZ is the main vehicle identifier.
1.5.	«Road traffic accident»	an event that occurred during the movement of the Vehicle on the Toll Road, resulting in harm to health, death of a person, damage to Vehicles, structures, cargo, causing material damage to the Toll Road and / or to the Operator's property.
1.6.	«Legislation»	a set of normative legal acts in force in the Republic of Kazakhstan.
1.7.	«Contact center»	the Operator's service for organizing the receipt and processing of requests from Users through voice communication channels, e-mail and postal services, as well as working with Users' requests in online chat mode. The number of the Operator's Contact Center is 2277.
1.8.	«Personal account»	an account in the Toll collection system assigned to the User to record the scope of the Services provided, the receipt and expenditure of money contributed under the concluded Agreement.
1.9.	«Late fare payment»	absence or insufficiency of money on the State registration plate Account or Personal Account to pay for trip on the Toll Road at the time of debiting within the period established by the relevant Authorized State Body or the Operator.

1.10	«Operator»	the Operator of the toll traffic for the operation and maintenance of the Toll Road - BARR Operation and Maintenance LLP (BIN 220940037571).
1.11	«Payment System Operators»	legal entities carrying out activities to ensure the functioning of the Payment System and fulfilling the obligations established by the Law of the Republic of Kazakhstan "On payments and payment systems" related to such activities. The Payment System Operator accepts payment from the User in respect of payment for trip on the Toll Road, informs the User about the commission for money transfer services. The Operator independently determines the Payment System Operator.
1.12	«User(s)»	individuals and legal entities who are road users or carry out other activities on the Toll Road and within its right of way.
1.13	«Toll road»	The Big Almaty Ring Road (BAKAD), of public use of republican significance, in respect of which the Authorized State Body decided to use it on a toll basis, for which a fee is charged. The Toll Collection System is used on the Toll Road, where the User is provided with unhindered entry and exit with the formation of a debt and its write-off from the Personal Account or the State registration plate Account.
1.14	«Operator's representative»	a person authorized by the Operator to represent its interests in matters related to the provision of the Services.
1.15	«Toll collection Rules»	Toll collection Rules on the Toll Road, approved by the Authorized State Body.
1.16	«Advance payment»	money credited by the User to the Personal Account and/or to the State Registration plate Account of the Operator's Toll collection system before entering the Toll Road, the amount that is sufficient to pay the fare. Advance payment can be made by the User using the payment systems defined by the Operator.
1.17	«Post-payment»	money credited by the User to the Personal Account or to the State Registration plate Account to pay off the debt that arose after the Gantries fixed the Vehicle on the Toll Road.
1.18	«Website»	barr.kz - is an Internet resource, which is a collection of information and intellectual property objects contained in the information system (including a computer program, a database, graphic design of the interface (design), etc.), access to which is provided from various user devices connected to the Internet, through special software for viewing web pages (browser), at www.barr.kz (including next level domains related to this address).
1.19	«Toll System»	Toll Collection System - a set of equipment, software and elements of the Toll Road designed to collect the tolls.
1.20	«Rate»	the amount of the toll on the Toll Road, established by the Authorized State Body.
1.21	«State registration plate account»	individual account of the User in SVP. The account identifier is the State Registration Number of the Vehicle.

1.22	«Vehicle»	a motorized vehicle, including buses, minibuses, cars and trucks, as well as specialized vehicles (designed to transport certain types of goods) and special vehicles (designed to perform various predominantly non-transport activities).
1.23	«Authorized state body»	State body of the Republic of Kazakhstan, endowed with powers and functions in accordance with the Legislation.
1.24	«Service»	organization of an improved quality of trip to ensure the possibility of a high, safe speed of the Vehicle throughout the entire length of the Toll Road by the Operator.
1.25	«RFID tag»	an electronic radio frequency identification device used for additional identification of a vehicle and its State Registration plate, having an individual number entered in the Toll collection System, with a self-destruction function when opened or removed. The RFID tag is read and recognized when passing through the Gantry zone.

2. Subject of the Agreement

- 2.1. This Agreement is public, the terms of which are developed in accordance with the Legislation and are established by the Operator independently.
- 2.2. The terms and conditions of the Agreement are accepted by the User by joining it at the time of entry to the Toll Road.
- 2.3. The Agreement regulates the procedure for the provision by the Operator of Services to the User, as well as rules and other conditions.
- 2.4. Each Party guarantees to the other Party that it has the necessary legal capacity and capacity, as well as all the rights and powers necessary and sufficient for the conclusion and execution of this Agreement in accordance with its terms.
- 2.5. The current version of the Agreement is posted on the information resource of the Operator and / or on the Website and is mandatory offered for review by the User until he accepts the terms of this Agreement and enters the Toll Road.
- 2.6. The traffic rules established by the Legislation apply on the Toll Road.

3. The cost of services and the procedure for debiting funds from the State Registration plate and / or the User's personal account

- 3.1. The fare on the Toll Road consists of the cost and duration of the trip in accordance with the carrying capacity, type of the Vehicle, and in accordance with the Rates established by the Authorized State Body.
- 3.2. Tolls on the Toll Road are deducted from the Vehicles at the entrance of the Vehicle to the Toll Road in the area of Gantries if there is money on the Personal Account or the State Registration plate Account.
- 3.3. The toll on the Toll Road is made in the national currency of the Republic of Kazakhstan - tenge.
- 3.4. Payment for the Services shall be made by the Users in the following ways:
 - 3.4.1. Advance payment, by depositing money to the Personal Account or GRNZ Account using payment systems in an amount sufficient to pay for the fare before entering the Toll Road;
 - 3.4.2. Post-payment, after driving on the Toll Road, by depositing money to the Personal Account or the State Registration plate Account within seven (7) calendar days using payment systems in an amount not less than the current debt;

- 3.4.3. Subscription fee, by depositing money to the Personal Account or the State Registration plate Account, of Users registered in the areas adjacent to the Toll Road, according to the Rates established by the Authorized State Body.
- 3.5. In the case of the passage of a Vehicle on the Toll Road, towing another Vehicle on a flexible or rigid hitch, the fee is charged from the towing and from the towed Vehicle.
- 3.6. If the Vehicle has a trailer, the fee for the use of the Toll Road is charged from the Vehicle according to the category of carrying capacity, according to the combined carrying capacity of the Vehicle and the trailer.
- 3.7. If the User has unforeseen circumstances, the subscription cannot be transferred for use (re-registered) to another User or another Vehicle, such a subscription is canceled.

4. RFID-tag

- 4.1. The RFID tag identifies the Vehicle within the coverage area of the Gantries, does not contain the User's personal data or characteristics of the Vehicles.
- 4.2. The RFID tag is distributed by the Operator or the Operator's representative.
- 4.3. The fact of registration is the fixing of the identifier of the RFID tag and the state registration plate of the Vehicle in the Toll System.
- 4.4. The Operator or the Representative of the Operator installs an RFID tag on the User's Vehicle at the points determined by the Operator.
- 4.5. The RFID tag is placed horizontally on the Vehicle in an area without a thermal or metallized coating to meet the requirement for guaranteed tag reading in the Control Arch coverage area.
- 4.6. The initial installation of an RFID tag is carried out free of charge, the repeated installation is carried out on a paid basis at the expense of the User. The cost of the RFID tag is set by the Operator.
- 4.7. In case of damage or loss of the RFID tag, change of the State Registration Number of the Vehicle, sale or deregistration of the Vehicle, the User undertakes to inform the Operator about it by contacting the Operator's Contact Center within 1 (one) calendar day from the moment of the event.

5. Rights and obligations of the Parties

5.1. The operator has the right:

- 5.1.1. collect and process personal data, as well as transfer personal data to authorized state bodies, third parties in accordance with the Law of the Republic of Kazakhstan "On Personal Data and their Protection" and other Legislation;
- 5.1.2. record the facts of entry of Vehicles onto the Toll Road using identifying technical devices and charge the amount for the actual passage;
- 5.1.3. use various methods and technical (photo, video) means on the Toll Road;
- 5.1.4. move the abandoned and/or emergency Vehicle of the User, if the Vehicle endangers the movement of other Vehicles on the Toll Road, or impedes the movement of other Vehicles and slows down the speed of the traffic flow. The Vehicle is moved in the direction of the movement, to the nearest parking lot of the Toll Road or beyond its limits, where the parking of such a Vehicle is allowed, with the drawing up of the Vehicle evacuation report unilaterally by the Operator. In the event that the Operator without the presence of the User moves the Vehicle, the User must contact the Operator to clarify the place of movement of the Vehicle.
- 5.1.5. In the event that an accident occurred on the Toll Road involving the User's Vehicle with material damage to the Operator's property, the Operator unilaterally draws up an Act at the scene of the accident, and also calls the Authorized State Body to fix the accident, for the subsequent recovery of the amount for the material damage caused

- to the property of the Operator from the User in the manner prescribed by the current legislation;
- 5.1.6. provide the Authorized state body in the field of transport with information on the facts of exceeding the weight and size limits established on the Toll Road;
 - 5.1.7. in case of late payment of the fare, send the materials to the Authorized state body for taking measures in accordance with the Legislation;
 - 5.1.8. claim from the User the amount of debt for trip on the Toll Road in a judicial proceeding, as well as in the manner prescribed by the Law of the Republic of Kazakhstan "On Notaries" or other Legislation;
 - 5.1.9. make changes or additions to the terms of this Agreement, as well as to the terms of the provision of the Services, by publishing the relevant information on information resources and / or on the Operator's Website; make changes or additions to the terms of this Agreement, as well as to the terms of the provision of the Services, by publishing the relevant information on information resources and / or on the Operator's Website;
 - 5.1.10. provide the Authorized State Body with information about the User's recorded offenses on the Toll Road;
 - 5.1.11. perform other actions not prohibited by the Legislation.
- 5.2. **The Operator is obliged:**
- 5.2.1. provide the User with the Services in accordance with the conditions determined by the Operator, the rules and requirements of the current Legislation;
 - 5.2.2. collect tolls for trip on the Toll Road in accordance with the Rates approved by the Authorized State Body;
 - 5.2.3. Users of the Toll road with information about the fare and length of the Toll road, the procedure for using the Toll road, the Rates, procedure and methods of payment, payment benefits (if any), notify Users of the closure of sections of the Toll road, taking into account weather conditions in winter time and other conditions by posting information on the information resources of the Operator, through the Contact Center, and / or information boards located on the Toll Road and / or on the Site;
 - 5.2.4. eliminate malfunctions that prevent the uninterrupted and safe passage of Vehicles on the Toll Road;
 - 5.2.5. replenish the User's Personal Account or State registration plate with money deposited by the User to the Operator's settlement account;
 - 5.2.6. bear other obligations stipulated by the Legislation.
- 5.3. **The User has the rights:**
- 5.3.1. receive clarifications on the reasons for the termination or restriction of traffic on the Toll Road;
 - 5.3.2. receive complete and reliable information about the fare and the length of the Toll Road, about the procedure for using the Toll Road, the Rates, the procedure and methods of payment, fare benefits (if any) and other conditions related to the Toll Road;
 - 5.3.3. apply to the Operator with a request to revise the calculation of the accrued fare, if the User has any doubts about the correctness of the charges;
 - 5.3.4. contact the Operator via:
 - Contact center;
 - e-mail;

- official correspondence sent to the Operator's address;
- 5.3.5. to compensate for damage to the User's property caused through the fault of the Operator;
 - 5.3.6. exercise other rights provided for by the Legislation.

5.4. The User is obliged:

- 5.4.1. drive the Vehicle, observing the established speed limit, as well as the requirements of traffic rules, not exceed the established limits, while taking into account the traffic intensity, features and condition of the Vehicle and cargo, road and meteorological conditions, in particular visibility in the direction of travel;
- 5.4.2. in the event of an obstacle and (or) danger to the movement of the Vehicle, take measures to reduce the speed until the vehicle stops or to safely bypass the obstacle for other participants;
- 5.4.3. present to the Operator and a representative of the Authorized state body, a special permit for the passage of a Vehicle that exceeds in size, weight and / or axle loads, the permissible parameters of the Vehicles in accordance with the current Legislation;
- 5.4.4. to drive through the appropriate traffic lane of the Vehicles, according to the established information boards when passing through the Free Flow gantries;
- 5.4.5. ensure correct reading of the State registration plate, install the State registration plate on the Vehicle in accordance with the requirements of the standards of the Republic of Kazakhstan, keep the State registration plate plates in a clean state;
- 5.4.6. at the request of the Operator, provide documents - an identity card, a certificate of registration of the Vehicle for data verification;
- 5.4.7. pay off the existing debt for trip on the Toll Road within seven (7) calendar days after the provision of the Services;
- 5.4.8. bear other obligations stipulated by the Legislation.

6. Personal data. Privacy Policy

- 6.1. When the Vehicle passes through the Free Flow gantries, the Operator collects, registers and processes data about the User and his Vehicle by means of identifying technical devices located on the Toll Road in accordance with the current Legislation.
Such data is a photographic image, a video image, weight and overall parameters of the Vehicle with fixation of the State registration plate of the Vehicle, date, time of trip on the Toll Road.
- 6.2. The Operator restricts access to the Users' data specified in clause 6.1 of this Agreement to third parties, with the exception of cases provided for by the Law of the Republic of Kazakhstan "On Personal Data".
- 6.3. The Operator undertakes to ensure the confidentiality of the User's personal data received, security during their processing in accordance with the requirements of the current Legislation, in particular, to take the necessary organizational and technical measures to protect personal data from unauthorized or accidental access, unauthorized destruction, modification, blocking, distribution, as well as from other illegal activities.
- 6.4. Confidential information may be disclosed by the Operator to its affiliates, auditors and state bodies of the Republic of Kazakhstan. The User agrees that the current debt and the status of the Personal Account or the State registration plate Account are not recognized as confidential information.

7. Liability of the Parties

- 7.1. The Parties shall be liable in accordance with this Agreement or in the case not provided for by the Agreement by the current legislation.

- 7.2. The Parties are liable for non-fulfillment or improper fulfillment of contractual obligations, while hereby agreeing that the liability is limited to the amount of real documented damage caused to the User or Operator.
- 7.3. In the absence of timely payment by the User for the Services within seven (7) calendar days, in accordance with clause 3.4.2 of the Agreement, on the eighth (8) calendar day, the Operator sends materials on the arisen debt to the transport control authorities or to the person appointed by him for consideration in accordance with Article 628 of the Code of the Republic of Kazakhstan "On Administrative Offenses".
- 7.4. In the event that the User causes damage to the Operator's property located on the Toll Road or the Toll Road, the User is obliged to compensate the Operator for the damage resulting from such damage.
- 7.5. The Operator is released from liability for improper provision of the Service in the event that the User violates the current traffic rules, or the User commits an accident.
- 7.6. All disputes and disagreements under this Agreement shall be resolved in the manner prescribed by the current legislation.

8. Force majeure circumstances

- 8.1. The Parties are released from liability for partial or complete failure to fulfill obligations under the Agreement, if it was due to force majeure, that is, extraordinary and unavoidable circumstances under the given conditions (natural disasters, fire, hostilities, state of emergency, etc.).
- 8.2. Late notification of force majeure circumstances deprives the respective Party of the right to refer such circumstances, unless the operation of these circumstances prevented the sending of such a report.

9. Conclusion of the Agreement

- 9.1. This Agreement shall enter into force from the moment of accession of the User to this Agreement and is valid until its termination on the grounds provided for by the legislation of the Republic of Kazakhstan.

10. Details of the Operator:

Limited Liability Partnership
«BARR Operation and Maintenance»
BIN 220940037571

Address: 77 Kunaev street, Medeu district, Almaty city,
Republic of Kazakhstan, 050051

Телефон: 8 (727) 296 50 70

Email: info@barr.kz

Web Site: https://barr.kz

Contact center 2277