

**STANDARD FORM CONTRACT (OFFER)  
FOR THE TERMS OF PLACING VEHICLES IN THE PARKING**

This Offer contains terms for the conclusion of the Contract for the Compensated Use of Parking Spaces (as defined below) located in the Parking (as defined below).

The text of the Standard Form Contract (Offer) set out below is an official public offer of APM (as defined below) addressed to an indefinite group of persons. Entry into the parking area (as defined below) is the User's consent (as defined below) to conclude / accept this Standard Form Contract (Offer).

**1. Basic terms and definitions**

«**APM**» means a limited liability partnership Astana Property Management, as well as its authorized representatives.

«**Hotel**» means a hotel and its associated facilities, including lobbies, conference rooms, administrative offices, retail premises, and other particular areas and premises located and used to provide hotel services in the Complex.

«**Complex**» means a privately owned by APM multifunctional complex TALAN TOWERS (cadastral number 21:320:128:654:16/A) with a total area of 106,194.3 square meters, consisting of the Hotel, office building, Residences, retail gallery, Parking, located on the Land Plot (cadastral number 21:320:128:654) at the address: Republic of Kazakhstan, Astana, 010016, Esil district, Dostyk, building 16.

«**Parking Space**» means a parking space in the parking lot at P1 level, except for the parking spaces marked with the sign *The Ritz-Carlton, Astana*;

«**Parking**» means part of the Complex (cadastral number 21:320:128:654:16:Н.П.4) with a total area of 24,298.8 square meters, consisting of 2 (two) underground floors, in which, among other things, the parking spaces are located.

«**User**» means a person using the Parking for placing vehicles, except for persons who have concluded individual contracts with APM providing for the placement of vehicles in the Parking.

«**Management Agreement**» means the management agreement concluded between APM and the Manager for the purpose of managing the Parking, including changes, new revisions, updates and additions that may be made from time to time.

«**Manager**» means the company with which APM has entered into a contract for the provision of parking management services;

«**Black list**» means a list of persons (or vehicles) whose access to the Parking is prohibited at the sole discretion of APM and / or the Manager.

**2. Subject of the Contract**

2.1. This Standard Form Contract (Offer) regulates the terms for the access of vehicles to the Parking, use of parking spaces for placing the vehicles, payment for the use of parking spaces, exiting the Parking, as well as other issues related to the placement of vehicles in the Parking. This Contract does not apply to vehicles of persons who have concluded individual contracts with APM providing for the placement of vehicles in the Parking.

2.2. This Standard Form Contract (Offer) is a contract of adhesion and its terms can be accepted by the User only by acceding to it as a whole, without exceptions and reservations, taking into account all changes and amendments introduced from time to time by APM unilaterally.

2.3. The User agrees to the conclusion / acceptance of this Standard Form Contract (Offer) by entering the territory of the Parking.

### **3. Terms for the use of the Parking and Parking Spaces**

#### **3.1. Access:**

3.1.1. APM and / or the Manager has the right to refuse admission to the territory of the Parking for:

(i) vehicles operated by persons who, in the reasonable opinion of APM and/or the Manager, are under the influence of alcohol, narcotic or other intoxication;

(ii) excessively polluted, in the reasonable opinion of APM and/or the Manager, vehicles;

(iii) persons and/or vehicles on the Black List;

(iv) persons and/or vehicles representing, in the reasonable opinion of the APM and / or the Manager, a security risk to the Parking and/or the Complex and/or to the life, health and property of third parties.

3.1.2. APM and / or the Manager is entitled, at their discretion, to include in the Black List, as well as to exclude the following persons and / or vehicles from the Black List:

(i) those who have violated any of the provisions of this Standard Form Contract (Offer); and / or

(ii) those who have debts before APM in the amount exceeding 10,000 (ten thousand) tenge; and / or

(iii) those who are being undesirable for access to the territory of the Parking.

3.1.3. APM and/or the Manager is entitled at their discretion to ensure the evacuation of vehicles that have been located in the Parking for 7 (seven) or more consecutive days, except for vehicles of individuals with whom individual contracts for the placement of vehicles have been concluded.

#### **3.2. Navigation and limitations:**

3.2.1. The User is obliged to comply with the restrictions set by road signs, markings, fences, as well as the entry-exit control system and toll collection points. The speed of movement on the territory of Parking at all times should not exceed 5 (five) kilometers per hour. In the part not regulated by this Public Contract (Offer), the User shall be guided by the legislation of the Republic of Kazakhstan.

3.2.2. The User is prohibited from:

- hindering the regular operation of toll collection points;
- blocking the entrance (exit) of vehicles to (from) the Parking;
- creating obstacles and restrictions in the use of the Parking;
- leaving the vehicle in the Parking without paying for the use of the Parking, except for the cases specified in clause 4.2. of this Standard Form Contract (Offer);
- polluting the territory of the Parking and/or the Complex;
- destroying the equipment of toll collection points;
- reserving Parking Spaces and/or other areas, creating other obstacles to the free placement of vehicles in the Parking Spaces;
- placing in the Parking Spaces intended for vehicles of a certain type, if so provided by the relevant signs, a vehicle of a different type;

- placing the vehicle in violation of the boundaries of the Parking or in places other than the Parking;
- leaving the vehicle with state registration plates which are unreadable, non-standard or placed with the violation of the requirements of the legislation of the Republic of Kazakhstan, without state registration plates, as well as without state registration plates placed in the designated places of the vehicle, as well as with state registration plates equipped with the use of materials that prevent or impede their identification;
- performing other actions violating the established procedure for using the Parking.

### **3.3. Safety:**

3.3.1 The User is aware and agrees that in order to control the safety and performance of this Standard Form Contract (Offer), as well as to resolve arising disputes, the Manager shall register the cases of using the Parking, including collection, storage and the use of data on state registration plates of vehicles entering the Parking. In the part concerning personal data on persons owning and/or operating such vehicles, processing of such personal data is carried out in accordance with the law of the Republic of Kazakhstan dated May 21, 2013 On Personal Data and their Protection.

3.3.2. In order to ensure safety, APM and/or the Manager representatives are entitled to give instructions binding on the User concerning the movement and / or placement of vehicles in the Parking.

3.3.3. The User understands and agrees that, despite reasonable measures taken by APM and/or the Manager to ensure safety in the Parking, APM and / or the Manager do not ensure the safety of vehicles on the territory of the Parking and are not responsible for the safety of the vehicle placed in the Parking as well as equipment and valuable items left in the vehicle. The User is advised to take measures independently to ensure the safety of their vehicle, equipment installed in it and valuable items left.

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

4.1. Unless otherwise provided by this Standard Form Contract (Offer) the following fees shall be charged for the use of the Parking:

4.1.1. 500 (five hundred) tenge per hour for the 1st and 2nd hours of stay in the Parking, including VAT.

4.1.2. 300 (three hundred) tenge per hour starting from the 3rd hour of stay in the parking, including VAT.

4.2. Item 4.1. of this Standard Form Contract (Offer) does not apply to:

4.2.1. vehicles staying in the Parking for less than 15 (fifteen) minutes;

4.2.2. vehicles of Hotel service consumers that have received coupons for free exit from the Parking - within the period of time provided for such a coupon;

4.2.3. vehicles placed in the Parking in accordance with individual agreements with APM;

4.2.4. other vehicles at the sole discretion of APM.

4.3. Payment is made by means of cash in the payment terminals, the location of which is provided in the Annex to this Standard Form Contract (Offer).

### **5. Liability**

5.1. The User is liable for causing damage to the Parking and/or the Complex, life, health and property of third parties in the amount of such damage.

5.2. In addition to the liability provided for in paragraph 5.1. of this Standard Form Contract (Offer), the User is liable in the form of a fine of 10,000 (ten thousand) tenge for the violation of

any and every provision of this Standard Form Contract (Offer), as well as for the loss of the coupon received at the entrance to the Parking.

5.3. Payment of a fine is made by depositing cash in payment terminals, the location of which is provided in the Annex to this Standard Form Contract (Offer).

## **6. Validity period and other terms of the Contract**

5.1. This Standard Form Contract (Offer) comes into force from the moment of the User performing the actions specified in clause 2.3. of this Standard Form Contract (Offer) and is valid until the Visitor fulfills their obligations under this Standard Form Contract (Offer).

5.2. In the case of multiple access and use of the Parking, each use means acceptance and compliance with this Standard Form Contract (Offer) in the wording effective on the day and time of such access and use.

**The scheme of location of parking payment terminals**

