

## **Offer agreement for Participation in the International Forum Digital Bridge 2023 as a VIP Guest**

Corporate Fund "International Technopark of IT Startups 'Astana Hub'", hereinafter referred to as the "Fund", represented by the CEO Madiev M.D., acting on the basis of the Charter, offers to provide the services of participating in the International Forum Digital Bridge 2023 (hereinafter referred to as the "Forum") as a VIP guest (hereinafter referred to as the "Service") under the terms and conditions specified in this Offer Agreement to any individual, hereinafter referred to as the "Participant", collectively referred to as the "Parties", and individually as a "Party".

### **1. General Provisions**

1.1. The Fund publishes this Offer with a proposal addressed to individuals in accordance with Articles 395 and 396 of the Civil Code of the Republic of Kazakhstan.

This present Agreement holds legal validity and is equivalent to a contract signed by the parties.

1.2. This public offer for the provision of services for participation in the International Forum Digital Bridge 2023 as a VIP guest (hereinafter referred to as the "Agreement") is an official document, containing all the essential terms of the service agreement and is published on the official website of the Fund (<https://digitalbridge.kz/>).

1.3. The unconditional acceptance (full and unreserved acceptance) of the conditions of this Agreement is realized by the Participant's actions to complete the registration form for participation in the Forum, posted on the official website of the Fund (hereinafter referred to as the "Registration Form"), and by making payment for the services by the Participant (using a bank card or any other method offered on the Fund's website) in accordance with the terms, amount, and deadlines specified in this Agreement.

1.4. After the Participant completes the Registration Form for participation in the event, posted on the official website of the Fund (<https://digitalbridge.kz/>), all information provided in the Registration Form becomes the basis of the Agreement between the Fund and the Participant. In this context, the term "Participant" (Party

according to the Agreement) refers to any individual specified in the payment document on whose behalf the payment under this Agreement is made (payer), and if the payment is made on behalf of a third party (as indicated in the payment or other official document), then the Participant under this Agreement is the individual for whom the payment is made.

1.5. This present Offer Agreement consists of the accepted public offer and its integral parts, as well as other documents placed on the official website of the Fund.

## **2. Subject of the Agreement**

2.1. The Fund undertakes to provide the services of participation in the International Forum Digital Bridge 2023 as a VIP guest, in accordance with the terms of this Agreement, while the Participant agrees to take part in the event and undertakes to pay for the services provided by the Fund in full.

2.2. Comprehensive information about the service is available on the official Forum website.

2.3. The date and venue of the Forum are October 12 - 13, 2023, Astana, Mangilik El Avenue 53/1, EXPO International Exhibition Complex.

## **3. Rights and Obligations of the Parties**

3.1. The Participant has the right to participate in the Forum.

3.2. The Participant has the right to decline participation in the Forum by notifying the Fund, provided that the provisions of Chapter 5 of this Agreement are observed.

3.3. The Participant assumes the following obligations:

3.3.1. To comply with all requirements of the current legislation of the Republic of Kazakhstan while exercising rights and fulfilling obligations under this Agreement. During participation in the Forum, to observe safety regulations, fire safety rules, sanitary norms, and behavioral standards.

3.3.2. To make payment for participation in the Forum within the terms and procedures specified in Chapter 4 of this Agreement.

3.4. The Fund assumes the following obligations:

3.4.1. To comply with all requirements of the current legislation of the Republic of Kazakhstan while exercising rights and fulfilling obligations under this Agreement.

3.4.2. To provide the Services in accordance with the terms of this Agreement.

3.4.5. In case of changes in the conditions of the Forum (date, venue), to notify the Participant no later than 10 (ten) working days prior to the implementation of such changes on the Fund's official website and/or by email.

3.5. Fund's Rights:

3.5.1. The Fund has the right to change the date and venue of the Forum by notifying the Participant no later than 10 (ten) working days before the Forum date.

3.5.2. The Fund has the right to engage third parties to provide the services under this Agreement, while remaining responsible to the Participant for the fulfillment of its obligations under this Agreement.

3.5.3. The Fund has the right to not fulfill its obligations under the Agreement and to prevent the Participant from participating in the Forum if the payment under this Agreement have not been received in the Fund's bank account or their transfer is not confirmed by a payment order, as well as in case of the Participant's violation of any conditions of this Agreement.

#### **4. Payment Procedure:**

4.1. The total cost of the Fund's services under this Agreement amounts to **350,000 (three hundred fifty thousand)** tenge, including VAT.

4.2. Payment for the services under this Agreement is made by the Participant on the terms of 100% prepayment, by transferring funds to the Fund's bank account.

4.3. The date of payment is considered the date when the funds are received in the Fund's bank account.

## **5. Withdrawal from Participation:**

5.1. The Participant must notify the Fund in writing (as per the Application in the attachment, accompanied by a scanned copy of an identity document/passport) of withdrawal from participation in the Forum no later than 2 days before the start of the Forum, sending the notification to the Fund's email address (tickets@digitalbridge.kz). The date of receiving the Fund's written notice is considered the date of receiving the notification of withdrawal from participation in the Forum. In this case, the amount paid by the Participant is subject to refund minus the actual expenses incurred by the Fund.

5.2. If the Participant did not attend the event due to reasons beyond the control of the Fund and failed to notify the Fund within the specified time frame, as well as in cases where the Participant's fault caused impossibility of execution, the Fund does not provide a refund for the services received from the Participant.

5.3. The Fund refunds the money to the Participant within 30 (thirty) calendar days from the date of receiving the Participant's notification of withdrawal from participation in the Forum.

## **6. Responsibilities of the Parties:**

6.1. For non-performance or improper performance of obligations under this Agreement, the parties bear responsibility in accordance with the applicable legislation of the Republic of Kazakhstan and this Agreement.

6.2. The Fund ensures the general security regime of the Forum, round-the-clock maintenance of public order on the Forum's territory, and is not responsible for the safety of the Participant's property.

## **7. Force Majeure**

7.1. The Parties shall be exempt from liability for partial or complete non-performance of obligations under this Agreement if such non-performance is a result of force majeure circumstances that occurred after the conclusion of this Agreement. For the purposes of this section, "force majeure circumstances" mean events beyond the control of the Parties and of an unforeseeable nature. Such events may include, but are not limited to, acts of war, natural or environmental disasters, epidemics, quarantines, embargoes, and others.

7.2. In the event of force majeure circumstances, the Party for which the impossibility of performing obligations arose must notify the other Party in writing (notification) within 5 (five) calendar days from the occurrence of such circumstances, providing their expected duration and reasons, as well as supplying documents confirming the occurrence of such circumstances issued by a competent authority. Failure to provide timely notification or any notification about the occurrence of force majeure circumstances deprives the Party of the right to rely on any unforeseeable circumstances mentioned above as a basis for exemption from liability for non-performance of its obligations.

7.3. In the event of cancellation of the Forum due to force majeure circumstances, the obligations of the Parties arising from the terms of this Agreement should be nullified. The Fund should refund the money paid by the Participant, minus the actual expenses incurred by the Fund in connection with the provision of services.

## **8. Dispute Resolution Procedure**

8.1. All disputes and disagreements that may arise between the Parties from this Agreement should be resolved through negotiations.

8.2. If, as a result of such negotiations, the Parties fail to settle a dispute arising from this Agreement, either Party may demand resolution of the issue through legal proceedings in accordance with the legislation of the Republic of Kazakhstan. All matters not regulated by this Agreement should be governed by the legislation of the Republic of Kazakhstan.

## **9. Duration of the Agreement**

9.1. This Agreement becomes effective upon its acceptance and remains in force until the complete fulfillment of the parties' obligations under the Agreement.

9.2. The Agreement may be terminated prematurely in cases stipulated by this Agreement and the applicable legislation of the Republic of Kazakhstan.

## **10. Fund's Details**

### **Corporate Fund**

**"International Technopark of IT Startups 'Astana Hub'"**

Legal/Physical Address:

Astana, Mangilik El Avenue, 55/8, Pavilion C 4.6.

BIN 120640017416, KNP 859, KBE 18,  
IIC (KZT) KZ436017111000022879  
AO "Narodny Bank Kazakhstan"  
BIC HSBKKZKX

**Annex to the Offer  
Agreement for participation  
in the International Forum Digital Bridge 2023  
as a VIP Guest**

**Request for Withdrawal from Participation and Refund for the Forum**

Applicant's Data who made payment through their own card:

Full Name: \_\_\_\_\_

Individual Identification Number (for residents of RK): \_\_\_\_\_

Bank Name: \_\_\_\_\_

IBAN/Account Number: \_\_\_\_\_

SWIFT/BIC: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Note:

This request is submitted on behalf of the cardholder who made the payment.

To process the refund, please fill out, sign, scan, and send to the email address [tickets@digitalbridge.kz](mailto:tickets@digitalbridge.kz), attaching a scanned copy of your identification document/passport.

Refunds cannot be processed to the accounts of sanctioned banks.

Date:

Signature: