APPROVED

Director of LiTRO RSA LLP

Y.V. Sobol _____

July 16, 2026

If, for any reason, You do not agree to the terms and conditions of this User Agreement (Public Offer) and the Privacy Policy, do not use the website https://litro.kz and do not register.

USER AGREEMENT (PUBLIC OFFER)

Almaty

This document, permanently published on the Internet at: https://litro.kz/contract, pursuant to Articles 389, 395, and 396 of the Civil Code of the Republic of Kazakhstan (hereinafter referred to as the "Civil Code of the Republic of Kazakhstan"**)**, constitutes a User Agreement and an official proposal (Public Offer) of LiTRO RSA Limited Liability Partnership **(**LiTRO RSA LLP**),** Business Identification Number 240540018445 (hereinafter referred to as the "Contractor"), represented by its Director, Yu. V. Sobol**,** acting on the basis of the Charter, to enter into this Agreement (hereinafter referred to as the "Offer" and/or the "Agreement"**)** with any interested adult (emancipated) individual (hereinafter referred to as the "Customer"**)** who uses the Contractor's website on the Internet at https://litro.kz (hereinafter referred to as the "Website"**)** and/or the Contractor's mobile application "LiTRO" (hereinafter referred to as the "Software"**),** and who accepts this proposal of the Contractor on the terms and conditions set forth below in this Agreement. Hereinafter, the above-mentioned parties to the Agreement shall be jointly referred to as the "Parties."

This Agreement shall be governed by the provisions of the civil legislation of the Republic of Kazakhstan, since its terms and conditions are determined by the Contractor in this Offer and may be accepted by any interested adult (emancipated) individual solely by way of accession to the proposed Agreement in its entirety, without any exclusions or limitations. This Offer shall become effective from the moment of its publication on the Website. The Contractor shall have the right, at any time and at its sole discretion, to amend the terms and conditions of the Offer or withdraw it in accordance with the procedure established by this Agreement.

Pursuant to Articles 395 and 396 of the Civil Code of the Republic of Kazakhstan, acceptance of the Offer shall be deemed equivalent to the conclusion of the Agreement on the terms and conditions set forth in this Offer published on the Website/Software. The Agreement offered by the Contractor for conclusion under the terms and conditions of this Offer shall be deemed concluded from the moment the Customer performs the actions specified in the Offer as constituting its acceptance (hereinafter referred to as the "Acceptance"):

∨ By reviewing the terms and conditions of this Agreement, which establish the conditions governing the use of the Website/Software, by clicking the button "I accept the terms and conditions of the User Agreement and consent to the processing of my Personal Data," or the button "Submit an Application," or the button "Register" or "Registration," or any other similar buttons confirming the Customer's consent and explicit expression of intent to request and receive the Contractor's Services, when submitting an application and registering on the Website/Software;

∨ Expression by the Customer of consent to the terms and conditions of the Offer by making payment for the Subscription in accordance with the procedure established by this Agreement, whereby the date of acceptance of the Offer by the Customer (the date of conclusion of the Agreement) shall be deemed to be the date on which the funds are credited to the Contractor's current account;

∨ Submission by the Customer of an application for the provision of a Service under the Subscription on the Website/Software by entering true and up-to-date information, namely the first name and/or surname (in accordance with the identity document), telephone number, and bank card details into the registration form, and by selecting the corresponding checkbox confirming acceptance of the terms and conditions of this Agreement. Please note that, unless the registration procedure has been completed and the corresponding checkbox confirming that this Agreement has been reviewed and accepted (consented to) has been selected, including

where such actions are carried out through the Contractor's authorized representatives acting on the basis of agreements concluded between the Contractor and such authorized representatives (hereinafter referred to as the "Agents/Contractors"), access to the payment registration procedure and/or submission of an Application shall not be granted.

The unconditional and complete acceptance (Acceptance) of the terms and conditions of this Offer shall be deemed to occur upon the Customer performing any of the actions specified in this Offer as constituting Acceptance, including registration on the Website/Software, submission of an Application, selecting the checkbox confirming agreement with the terms and conditions of the Offer, and/or payment by the Customer for the Subscription, where such payment is provided for by the terms and conditions of the relevant Subscription.
In the event that the Contractor amends the terms and conditions of the Offer, such amendments shall become effective from the moment the amended terms and conditions of the Offer are published on the Website, unless another effective date is specified by the Contractor in the relevant notice of amendments. Such notice shall be sent by the Contractor to each Customer by any means convenient to the Contractor and in accordance with the legislation of the Republic of Kazakhstan, using the contact information voluntarily provided by each Customer and the Customer's consent to receive such notifications from the Contractor by acceding to the Offer / executing the Agreement.
The Customer agrees and acknowledges that any amendments made to this Offer shall result in the corresponding amendments being made to the Agreement concluded and remaining in force between the Customer and the Contractor, and such amendments shall become effective simultaneously with the effective date of the respective amendments to the Offer. The Customer's failure to review the terms and conditions of this Offer and/or any amendments thereto shall not constitute grounds for the Customer's non-performance of its obligations or failure to comply with the restrictions established by this Agreement.

1. TERMS AND DEFINITIONS

In this Agreement, unless otherwise expressly follows from the context, the terms set forth below shall have the following meanings:
Administration (hereinafter referred to as the **"Administration"** and/or the **"Contractor"**) means a legal entity incorporated in accordance with the legislation of the Republic of Kazakhstan and being the owner (right holder) of the Website (LiTRO RSA LLP, Business Identification Number 240540018445).
Confidential Information (hereinafter referred to as the **"Confidential Information"**) means information that includes data relating to hardware and software, screens, technical specifications, designs, plans, drawings, data, prototypes, discoveries, research, developments, methods, processes, procedures, courses, master classes and webinars, improvements, know-how, configurations, marketing techniques, as well as plans, technical and commercial information, and materials in oral, demonstrative, written, graphic, or machine-readable form, which have not been published and are not available to the general public and/or for commercial use, and which are maintained as confidential and proprietary information by the disclosing party.
Subscription means a package of Services provided by the Contractor to vehicle owners (Clients) in accordance with this Agreement and the Contractor's Rules. The specific composition of the Services included in the Subscription shall be determined by the Customer in accordance with the types of Subscriptions offered by the Contractor.
Website/Software means the aggregate of the Contractor's hardware and software facilities, including the Website and the Software, which provide the Customer with access to the Contractor's Services. The Contractor's rights to the Website/Software, their content, and constituent elements are protected under the intellectual property legislation of the Republic of Kazakhstan. The Customer's use of the Website/Software shall not result in the transfer to the Customer of any rights to the Contractor's intellectual property.
Registration of an Application for the provision of a Service by the Contractor (hereinafter referred to as the **"Application Registration"** and the **"Conclusion of the Agreement"**) means the registration process on the Website/Software whereby the Customer completes the relevant form and provides his or her information in order for the Contractor to contact the Customer for the subsequent provision of the Services, whereby the Customer contacts and submits the request either directly to the Contractor or through the Contractor's Agents/Contractors. All information provided by the Customer upon the conclusion of the Agreement and/or Application Registration shall be true and accurate. Where the Contractor has doubts as to the accuracy of such information, the Contractor shall have the right, throughout the entire period of provision of the Service, to request additional information and/or require confirmation thereof. Such request shall be sent to the Customer by telephone call or SMS message using the telephone number provided upon the conclusion of the Agreement

and/or Application Registration, or by any other method that does not contradict the terms and conditions of this Agreement.

Registration of Payment for the provision of a Service by the Contractor through online payment (hereinafter referred to as the **"Payment Registration"**) means the process of registering payment on the Website/Software through online payment services whereby the Customer completes the required form and provides his or her information in order to pay for the Contractor's Subscription. All information provided by the Customer upon the conclusion of the Agreement and/or Payment Registration shall be true and accurate. Where the Contractor has doubts as to the accuracy of such information, the Contractor shall have the right, throughout the entire period of provision of the Service, to request additional information and/or require confirmation thereof. Such request shall be sent to the Customer by telephone call or SMS message using the telephone number provided during the Application Registration or the Payment Registration.

Contractor's Rules means the Contractor's internal regulatory document published at https://litro.kz/club-rules, governing certain aspects of granting access to the Contractor's Services that are not covered by this Agreement. The Contractor's Rules shall constitute an integral part of this Agreement.

2. SUBJECT MATTER, SERVICE FEE AND PAYMENT PROCEDURE. ACCEPTANCE OF THE OFFER

2.1. Under the terms and conditions of this Offer, the Contractor shall provide the Customer with access to the Subscription in accordance with the list of individual Services included in the Subscription purchased by the Customer from the Contractor or from the Contractor's Agent/Contractor.

2.2. The Customer shall make payment to the Contractor by non-cash payment using a bank card through the Contractor's Website/Software, or directly to the Contractor's Agent/Contractor by the methods determined by such Agent/Contractor.

2.3. The Subscription fee shall be established in tenge, exclusive of Value Added Tax (VAT), and shall be communicated (provided) to the Customer as of the date of purchase of the Subscription by the Contractor and/or the Contractor's Agent/Contractor.

2.4. The Subscription shall be deemed paid from the date the funds are credited to the Contractor's account or from the date the payment for the Subscription is confirmed by the Contractor's Agent/Contractor if the Customer makes payment directly to such Agent/Contractor. The Subscription shall be activated by the Contractor upon receipt of all necessary information, documents and/or authorizations from the Customer, either directly or through the Agent/Contractor, namely within 24 (twenty-four) hours from the moment of receipt thereof.

2.5. Where payment for the Subscription is required, the Acceptance of the Offer shall be deemed completed on the date the Customer pays the full Subscription fee, whereupon the Agreement shall be deemed concluded on the terms and conditions of this Offer. Where the Subscription is provided to the Customer free of charge, including as part of a promotional campaign, partner program, or any other agreement with the Contractor's Agent/Contractor, the Acceptance of the Offer shall be deemed completed on the date of the Subscription registration, submission of the Application, activation of the Subscription, and/or performance by the Customer of any other action confirming the Customer's agreement with the terms and conditions of this Offer.

2.6. The Contractor shall not be liable for the accuracy of the information independently provided by the Customer directly to the bank or payment system in connection with payment transactions. The Contractor shall be liable for the actions of the Agent/Contractor with respect to the processing of the Customer's information in accordance with the provisions of the Contractor's Rules.

2.7. The Contractor shall not be liable for any banking fees or other charges incurred by the Customer when making payment for the Service to the bank, payment system, or Agent/Contractor. Furthermore, the Contractor shall not be liable for the security or successful completion of the payment process for the Service carried out by the Customer through a bank, payment system, or Agent/Contractor.

3. PROCEDURE FOR THE PROVISION AND ACCEPTANCE OF THE SERVICE

3.1. The Customer shall be the direct recipient of the Services provided under the Subscription.

3.2. An Application for the provision of a particular Service under the Subscription shall be submitted through the Website/Software or the Contractor's Call Center and shall include the Subscription, the name of the Service included therein, the location where the Service is to be provided, and the Customer's information (Customer's full name, telephone number, and other relevant information).

3.3. If the Customer does not submit a claim to the Contractor specifying any deficiencies in the Services provided within 2 (two) Business Days after the completion of the provision of the relevant Service by the

Contractor, such Services shall be deemed to have been provided by the Contractor in a timely manner, properly, in full, and accepted by the Customer without any objections or comments.
3.4. Services that are not included in the Subscription may be provided to the Customer on a one-time paid basis, and the procedure governing such Services shall be regulated in accordance with the Contractor's Rules.

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1. The Contractor shall:
4.1.1. Provide the Customer with access to the Services included in the Subscription, of proper quality and in accordance with the terms and conditions of this Agreement, on a 24/7 basis or in another operating mode specified in the Contractor's Rules.
4.1.2. Notify the Customer, by email or telephone number specified by the Customer in the Application, or by any other method not prohibited by law, of any changes to the place and/or date and time of the provision of the Service under the Subscription.
4.1.3. Upon the Customer's written request, where the Service has not been provided within the established period for its provision, as well as where it is impossible to provide the Service due to reasons beyond the Contractor's control, or in any other cases provided for by this Agreement and/or the Contractor's Rules, agree with the Customer on another date, time and/or place for the provision of the Service that was not provided.
4.1.4. Upon receipt of any requests, claims, or inquiries from the Customer addressed either to the Contractor or to the Agent/Contractor (with respect to the Services provided by the Contractor), the Contractor shall undertake to review and resolve such requests, claims, or inquiries independently for the purpose of promptly resolving the Customer's issues, without involving the Agent/Contractor in any proceedings or dispute resolution. Where the Customer initially contacts the Agent/Contractor, the Agent/Contractor shall explain (including repeatedly, where necessary) to the Customer the procedure for the provision of the Services under the Subscription and redirect the Customer to the Contractor, subsequently notifying the Contractor of the Customer's request and providing the Customer's contact details to enable the Contractor to contact the Customer directly.

4.2. The Contractor shall have the right to:
4.2.1. Independently determine the methods and means of providing the Services under the Subscription, including, but not limited to, making amendments to the terms and conditions governing the provision of the Services under the Subscription.
4.2.2. Reschedule, at its own discretion, the place, date, and/or time of the provision of the Service due to reasons beyond the Contractor's control, by notifying the Customer via the email address or telephone number provided by the Customer upon conclusion of the Agreement, or by any other lawful method convenient for the Parties.
4.2.3. Carry out photography and video recording during the provision of the Services and use the resulting materials in any manner in the course of its business activities, including on the Internet (on the Website/Software, social media platforms, etc.), as well as in other advertising, informational, and marketing materials, and provide such materials to mass media outlets, etc. The use of the Customer's image for advertising, marketing, or other commercial purposes shall be permitted solely upon obtaining the Customer's separate written consent, which may be withdrawn by the Customer at any time by sending a written notice to the Contractor. In the absence of such consent, photographic and video materials shall be used exclusively for internal purposes and shall be anonymized in such a manner as to prevent identification of the Customer and the Customer's vehicle.
4.2.4. Engage third parties for the provision of the Services without obtaining the Customer's consent, while remaining liable to the Customer for the actions of such third parties.
4.2.5. Refuse to provide the Services under the Subscription to a Customer who has failed to pay for the Subscription or any part thereof in accordance with the procedure and within the time limits established by this Agreement.
4.2.6. Refuse to provide the Services under the Subscription upon expiration of the Subscription term, as well as on other grounds provided for by this Agreement and/or the Contractor's Rules.
4.2.7. Where the Customer publishes audio, video, or text materials containing the Contractor's intellectual property objects (including logos, branded materials, or technologies) on the Internet or social media without the Contractor's prior written consent, the Contractor shall have the right to demand the removal of such materials, compensation for documented damages in accordance with the intellectual property legislation of the Republic of Kazakhstan, and to terminate the Subscription. This clause shall not restrict the Customer's right to publish reviews and opinions regarding the Services provided.
4.2.8. Terminate the Subscription unilaterally prior to its expiration in the cases provided for by the Contractor's Rules.

4.3. The Customer shall:
4.3.1. Timely inform the Contractor of all circumstances relating to the subject matter of this Agreement, provide true and accurate information about himself or herself that is material to the Contractor's provision of the Services under the Subscription, and bear responsibility for any breach of the representations and warranties set forth in Section 7 of this Agreement.
4.3.2. Ensure the safekeeping of the Contractor's property located at the place where the Service is provided and reimburse the Contractor in full for any damage caused by the Customer through his or her actions and/or omissions, or by the Customer's failure to timely notify the Contractor of possible risks and other circumstances that may affect the safety of the Contractor's property. In the event of damage to the Contractor's property, the Customer shall reimburse the Contractor, within 5 (five) Business Days from the date of the Contractor's relevant demand, for the cost of repairing the damage caused to such property or, where such damage cannot be repaired, for the full value of the Contractor's property.
4.3.3. Pay for the Subscription in accordance with the procedure, amount, and time limits established by this Agreement.
4.3.4. Comply with the Contractor's requirements and recommendations within the scope of the Services provided under the Subscription.
4.3.5. Observe discipline and generally accepted standards of conduct during the provision of the Services under the Subscription by the Contractor.
4.3.6. Notify the Contractor in advance, but not less than 2 (two) hours prior to the scheduled time for the provision of the Service, by email, telephone, or any other method permitted by the Parties, of the inability to receive the Service at the agreed time, place, and date due to illness or other valid reasons, provide supporting documents (upon the Contractor's request), and agree with the Contractor on a new time, place, and date for the provision of such Service.
4.3.7. Where the Customer publishes audio, video, or text materials containing the Contractor's intellectual property objects (including logos, branded materials, or technologies) on the Internet or social media without the Contractor's prior written consent, reimburse the Contractor for the documented damages claimed by the Contractor within the time period specified by the Contractor. This clause shall not restrict the Customer's right to publish truthful reviews and opinions regarding the Services provided, provided that such reviews and opinions do not infringe the Contractor's rights, the rights of third parties, or the requirements of the legislation of the Republic of Kazakhstan.

4.4. The Customer shall have the right to:
4.4.1. Require the Contractor to properly provide the Services under the Subscription in accordance with this Agreement.
4.4.2. Receive complete and accurate information regarding the provision of the Services under the Subscription.
4.4.3. Obtain a refund of the Subscription fee in accordance with the procedure established by the Contractor's Rules within 48 (forty-eight) hours from the date of purchase of the Subscription and/or its activation, provided that none of the Services included in the Subscription have been used. The procedure for submitting a refund application, including the requirements regarding its form and method of execution, shall be determined by the Contractor's Rules. The Customer shall familiarize himself or herself with such procedure prior to submitting the refund application.

5. TERM OF THE AGREEMENT

5.1. The Agreement shall remain in effect until the expiration date of the Subscription term.

6. LIABILITY. DISPUTE RESOLUTION

6.1. In the event of non-performance or improper performance of the obligations under this Agreement, the Parties shall be liable in accordance with the applicable legislation of the Republic of Kazakhstan.
6.2. The Parties shall be released from liability for partial or complete non-performance of their obligations under this Agreement where such non-performance results from extraordinary and unavoidable circumstances, confirmed in accordance with the procedure established by the legislation of the Republic of Kazakhstan, which prevent the proper performance of the obligations under this Agreement.
6.3. All disputes and disagreements arising in connection with the provision of the Services shall be resolved through negotiations. The pre-trial claims procedure shall be mandatory for the Parties. The period for consideration of a claim shall be 30 (thirty) calendar days.
6.4. If the disputes are not resolved through the mandatory pre-trial claims procedure, the Parties shall have the right to refer the dispute to the court at the Contractor's place of location in accordance with the legislation of the Republic of Kazakhstan.

7. MISCELLANEOUS PROVISIONS

7.1. The Customer represents and warrants that there are no circumstances preventing the Customer from receiving the Services under the Subscription pursuant to this Agreement.
7.2. If one or more provisions of this Offer are, for any reason, held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision of this Offer, which shall remain in full force and effect.
7.3. Without contradicting the terms and conditions of this Offer, the Customer and the Contractor shall have the right, at any time, to execute this Agreement in the form of a written bilateral document executed by the Parties and affixed with their signatures and seals, where applicable.
7.4. During the term of this Agreement, as well as after its expiration or termination, the Parties undertake not to disclose or use for their own benefit, or for the benefit of any third party, any Confidential Information, including business, commercial, technical, or other information that is not publicly available, which has been disclosed by one Party to the other Party and became known to the Parties in connection with the conclusion and performance of this Agreement.

8. PRIVACY POLICY AND PROTECTION OF PERSONAL INFORMATION

8.1. The provision of Personal Data upon the conclusion of this Agreement shall constitute, in accordance with the Law of the Republic of Kazakhstan "On Personal Data and Their Protection," a specific, informed, and conscious expression of the Customer's consent to the processing of Personal Data. By accepting this Offer, the Customer, in accordance with the above-mentioned Law, grants the Contractor and/or the Agent/Contractor consent to collect, store, and process, including by automated means, information relating to the Customer's Personal Data (hereinafter referred to as the "Personal Data"), including the collection, systematization, accumulation, storage, clarification (updating, amendment), use, dissemination (including transfer), depersonalization, blocking, and destruction of Personal Data. The processing of Personal Data shall be carried out for the purposes of concluding this Agreement between the Parties and its subsequent performance throughout the Subscription term, carrying out settlements under the Agreement, making decisions or performing other actions giving rise to legal consequences for the Parties to the Agreement, providing the Customer with information regarding the Services provided by the Contractor, as well as informing the Customer about new Services developed and/or offered by the Contractor and/or the Agent/Contractor. By accepting this Offer, the Customer also consents to receiving advertising information.
The categories of third parties to whom the Customer's Personal Data may be transferred, including the Contractor's Agents/Contractors, as well as the terms and purposes of such transfer, are specified in the Privacy Policy published on the Website.
8.2. The Customer's consent to the processing of Personal Data referred to in Clause 8.1 of this Offer shall be granted to the Contractor until the expiration of the retention periods applicable to the relevant information or documents containing the above-mentioned information, as determined in accordance with the legislation of the Republic of Kazakhstan. Such consent may be withdrawn by the Customer by sending an appropriate written notice to the Contractor in accordance with the Contractor's Rules.
8.3. In all matters not regulated by this Offer, the Parties shall be governed by the applicable legislation of the Republic of Kazakhstan.
8.4. The Customer confirms that he or she has read this Offer and agrees with its terms and conditions.
8.5. The Parties acknowledge as legally valid any correspondence sent to the email addresses specified by the Customer and the Contractor in this Offer.
8.6. Use of information provided by the Customer and received by the Contractor; information retention period:
1) The Contractor shall use the information:
- for registering the Customer on the Website/Software;
- for performing its obligations to the Customer;
- for evaluating and analyzing the operation of the Website/Software;
- for analyzing the Customer's purchase history for the subsequent segmentation of individualized offers.
2) The retention period for Personal Data shall be determined in accordance with the Privacy Policy published on the Website: Personal Data shall be retained until the purposes of their collection and processing have been achieved, unless another period is established by the legislation of the Republic of Kazakhstan or this Agreement. Certain categories of Personal Data whose processing is related to accounting, tax accounting, or other statutory obligations of the Contractor shall be retained for the periods prescribed by the relevant legislation of the Republic of Kazakhstan.
8.7. Disclosure of information received by the Contractor:

1) The Contractor undertakes not to disclose information received from the Customer. It shall not constitute a breach of this obligation where the Contractor provides such information to its Agents/Contractors, or where the Contractor receives information concerning Customers from its Agents/Contractors.
2) It shall not constitute a breach of this obligation to disclose information in accordance with justified and applicable requirements of the legislation of the Republic of Kazakhstan, or to provide information to state authorities, courts, banks, payment organizations, the Contractor's Agents/Contractors, and other persons where such disclosure is necessary for the performance of this Agreement, the provision of the Services under the Subscription, the settlement of payments, the consideration of the Customer's requests, claims, or inquiries, and/or the protection of the Contractor's rights and legitimate interests.

8.8. The Contractor shall have the right to use cookies and other tracking technologies for the purposes, in the manner, and subject to the terms established by the Privacy Policy published on the Website. Information collected using such technologies may be transferred to third-party analytics service providers specified in the Privacy Policy.

8.9. The Contractor receives information regarding the IP address of a Website visitor as part of data concerning the use of network resources, which is processed in accordance with the Privacy Policy published on the Website.

8.10. The Contractor shall not be liable for information provided by the Customer in a publicly accessible form on the Website to a bank, payment system, or Agent/Contractor.

8.11. The Contractor shall not be liable for any losses that the Customer may incur as a result of the Customer's login credentials and password becoming known to a third party.

8.12. If the Contractor suspects that the Customer's account is being used by a third party or malicious software, the Contractor shall have the right to unilaterally change the Customer's password and subsequently notify the Customer thereof.

8.13. All relations between the Contractor and the Customer that are not directly governed by this Agreement shall be regulated in accordance with the Contractor's Rules.

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