

APPROVED

President of JSC "International
Almaty Airport"
Ersoy Alp Er Tunga
« » 2022.

Ersoy Alp Er Tunga



Public Contract No. 16-14
on the provision of parking services for passenger cars at
Almaty International Airport

Almaty «__» _____ 2022

Almaty International Airport Joint Stock Company, hereinafter referred to as the Company, represented by President Ersoy Alp Er Tunga, acting on the basis of the Charter, on the one hand, and a person carrying out entry and parking at Almaty International Airport (hereinafter referred to as the Airport), including a covered parking complex, hereinafter referred to as the Client, on the other hand, jointly referred to as the Parties and separately as the Party or as specified above, have concluded this agreement (hereinafter referred to as the Agreement) on the following

Terms and definitions used in the Contract

«Parking services» - entry, exit, stop and parking of a car (vehicle) at the Airport, including a covered parking complex.

«Parking ticket» is a one-time cardboard ticket with a magnetic stripe issued to the Customer at the entrance to the territory of Almaty International Airport and confirming the conclusion of the Contract.

1. Subject of the Contract

1.1. The Company undertakes to provide Parking Services at the Airport located at Mailin Street 1, Almaty, and the Customer undertakes to pay for the Parking Services in accordance with the terms and conditions of the Agreement.

2. Rights and obligations of the parties

2.1. The Company undertakes to:

2.1.1. ensure that the Client's vehicle enters the outdoor parking area of the passenger terminal and the covered parking area of the Airport.

2.1.2. provide a parking space for the Customer's vehicle.

2.1.3. indicate with road signs the parking places of motor vehicles, the direction of movement and places prohibited for parking and stopping of motor vehicles.

2.1.4. post information about the cost of services in a public place, including at the entrance to the Airport.

2.2. The Company has the right to:

2.2.1. refuse to conclude a contract if there is no technical possibility to provide a parking space for the Client's vehicle.

2.2.2. require the Client to park the vehicle only in specially designated places.

2.2.3. require the Client to comply with the firefighting, sanitary norms and traffic rules established by the regulatory legal acts of the Republic of Kazakhstan.

2.2.4. to demand compensation from the Client for damage caused to the Company's property.

2.2.5. prohibit the departure of the Client's vehicle from the Airport territory in case the Client refuses to pay for the services provided by the Company, compensate for the damage caused by the offense, crime or other illegal action committed by him, until the arrival of employees of the authorized state body and until full compensation for the losses caused to the Company.

2.2.6. refuse entry to the territory of Almaty International Airport and collect a fine in the amount of 30,000 (thirty thousand) tenge from the client, in case of non-payment, previously provided services,

illegal actions committed earlier on the territory of Almaty International Airport or for other objective reasons.

2.2.7. to evacuate the Client's vehicle from the territory of the Airport to the penalty parking lot in case of violations of the requirements of clause 2.3.4 of the Contract

2.3. The Client undertakes:

2.3.1. timely and in full pay for Parking Services to the Company;

2.3.2. to carry out parking only in specially designated places.

2.3.3. cars used for the provision of Taxi services must be parked only in specially designated places designated by a special information sign or road markings;

2.3.4. do not allow the stopping and parking of the vehicle in places not designated for this purpose, including at exits, entrances, driveways, as well as in places where stopping and parking of the vehicle creates or may create difficulties or impossibility of further movement of other vehicles, as well as in places designated for parking of special vehicles

2.3.5. do not allow a vehicle to be parked in an open Airport parking lot for more than one day.

2.3.6. to compensate the Company for the damage caused.

2.3.7. reimburse the Company for the costs associated with the evacuation of the Client's vehicle to the penalty parking lot, in cases stipulated by the Contract.

2.3.8. take the necessary measures to move the vehicle belonging to the Client in case of an emergency.

2.3.9. not to advertise or offer various goods, works and services on the territory of the airport without the appropriate permission from the Company.

2.4. The Client has the right to:

2.4.1. Get information about the cost of services, availability of free parking spaces for the vehicle and the direction of movement before the conclusion of the Contract.

2.4.2. To obtain information on the cost of compensation for damage caused to the Company's property, as well as on the cost of reimbursement for the evacuation of the Client's vehicle.

3. Terms of the Contract conclusion

3.1. This Agreement is considered concluded from the moment of entry into the territory of the Airport.

3.2. This Agreement is public in accordance with Article 387 of the Civil Code of the Republic of Kazakhstan.

4. Payment procedure and terms

4.1. The cost of services under the Contract is established by the Company's regulatory act, taking into account the value added tax.

4.2. Payment for Parking Services is made for the actual time of the Customer's vehicle's stay at the Airport, starting from the moment of receipt of the Parking Ticket (conclusion of the Contract) and ending with the actual departure from the Airport.

4.3. The Client is granted the right to use the Parking lot Services for 15 (fifteen) minutes without payment to enter the station territory no more than three times a day.

4.3. Payment by the Client is made after receiving the Parking Services.

4.4. In case of loss or damage of the Parking Ticket by the Customer, payment is made for the actual parking time of the car.

5. Responsibility of the parties

5.1. The Company and the Client are responsible for non-fulfillment or improper fulfillment of the terms of the Agreement in accordance with the current legislation of the Republic of Kazakhstan.

5.2. The Company does not provide security services and is not responsible for the loss, theft and damage of the Client's property, including for vehicles and things in the Client's vehicle.

5.3. The parties are relieved of responsibility for non-fulfilment of their obligations under the present Agreement in case of emergency situations, as well as circumstances caused by force majeure (natural disasters, catastrophe, state of emergency regime, etc.), resulting in the impossibility to perform their obligations.

- 5.4. The Client's vehicle that violates provisions of sub-clauses 2.3.3, 2.3.4 and 2.3.9 of the Contract can be forcibly evacuated from the territory of the Airport.
- 5.5. The Company has the right, if the Client violates the provisions of sub-clauses 2.3.3., 2.3.4. and 2.3.9. of the Contract, to further refuse entry of their vehicle to the Airport territory.

6. Term of the Contract

- 6.1. The contract shall come into force from the date of its publication in the mass media.
- 6.2. The Contract shall be deemed to be concluded for an indefinite term and shall remain in force until the obligations of the Parties are performed.

7. Anti-Corruption Clause

7.1. The Parties undertake to comply with all national and international laws, rules and standards related to the fight against corruption throughout the term of the contract. This obligation includes, in particular, the obligation to comply with all laws aimed at criminalizing acts of corruption, influence peddling, misappropriation, illegal receipt of interest, embezzlement of public funds, favoritism or any other violation of integrity in the countries in which the parties. The negotiation and execution of contracts shall not lead to actions or facts that may qualify as active or passive corruption, facilitation payments, complicity in influence peddling. The parties shall refrain from soliciting, offering or paying improper compensation to their partners or their partners' relationships. They undertake to ensure that all of their employees comply with this obligation. The parties undertake to comply with the requirements of loyalty, integrity and independence with which contractual negotiations should be conducted, without offering any advantages to their partners or potential customers (invitations, gifts, other...). Nevertheless, maintaining good relationships can lead to a structured and transparent exchange of promotional gifts of symbolic value, reasonable meals and professional invitations in accordance with the rules set forth by Groupe ADP in the published "Groupe ADP Code of Conduct" on its website: <https://www.parisaeroport.fr/en/group/csr/ethics-and-compliance/codes-of-conduct> in various languages, including also Turkish <http://codeofconduct.groupeadp.fr/>. These generally accepted methods can only take place outside the periods of negotiation and contracting.

The parties undertake not to provide or request private or confidential information for the purpose of obtaining preferential treatment for themselves or for a third party.

The parties agree that at all times in connection with the contract and throughout the term of the contract and thereafter, they will comply with and apply adequate anti-corruption preventive measures to ensure that they or their subcontractors, their agents implicit in the performance of the contract, or other third parties under their control or determining influence, will comply with international and national anti-corruption requirements. If either party becomes aware of any attempt to commit an act of corruption, it is obliged to immediately take the necessary remedial actions within a reasonable time and inform the other party of such actions. In the event of a breach of the obligations set forth in this Anti-Corruption Clause, [TAV Group entity] shall have the right to refuse further entry of the Client's vehicle, provided it is understood that all amounts due under the contract at the time of the refusal of entry and further suspension will remain due and payable to the extent permitted by applicable law.