



MONT TECH
Group of companies

«Approved»

Director of the «MONT-TRADE» LLP



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RULES OF COOPERATION

Republic of Kazakhstan

2024

INTRODUCTION

«MONT-TRADE» LLP (hereinafter - "COMPANY") is an official distributor of many leading right holders (manufacturers) of software, services and web services related to software (software products, computer programs) and in carrying out its activities strictly complies with the norms of the current Kazakh legislation, international agreements and treaties, as well as the provisions of distribution agreements concluded by COMPANY with the right holders of software.

The reputation of COMPANY largely depends on the integrity of its partners. For this purpose, we have developed these rules of cooperation (hereinafter referred to as the "Rules"), which contain our requirements for partners. The Rules apply to and are binding on all partners (resellers) (hereinafter referred to as Partner(s)) of COMPANY, including their employees. COMPANY, including their employees, representatives, agents, affiliates who participate in the distribution of software products purchased from COMPANY.

Please note that these Rules contain general terms and conditions that apply to all Partners of COMPANY. However, agreements with Partners may contain more specific terms and conditions in relation to certain issues provided for in these Rules.

In the event of any inconsistency between these Rules and any such specific provision of a particular contract, the provision of the contract will prevail.

COMPANY may modify the Rules and make changes and/or additions to the Rules at any time, including, but not limited to, due to changes in applicable laws and/or requirements imposed by software product manufacturers.

All additional guidelines, requirements, terms and conditions contained in other documents, including electronically on the COMPANY website, referenced in these Rules shall apply in conjunction with and in addition to the Rules.

1. GENERAL PROVISIONS

COMPANY Affiliates, their employees, agents, contractors and representatives must comply with this Policy when doing business with COMPANY, including COMPANY Affiliates.

Partners should immediately report to the Compliance Controller of COMPANY any situations that violate the requirements of the Rules. Additionally, the Partner may inform his/her contact manager of COMPANY or a representative of COMPANY's management about these

circumstances. The Partner guarantees and undertakes not to take any reprisal measures against its employees, who in good faith reported the occurrence of these situations.

As evidence of compliance with the Rules, COMPANY has the right to request from Partners information and documents confirming compliance with these Rules. In certain cases, such requests may include the requirement to provide documents related to the fulfillment of the conditions of familiarization of end users with the End User License Agreement (End User License Agreement) applicable to software products, compliance with special conditions for individual transactions.

COMPANY has the right to provide the information received from Partners to manufacturers (right holders) of software products on the terms of confidentiality of information provided to them by manufacturers of software products.

In case of revealing cases of violation of the Rules, COMPANY has the right to demand immediate cessation of the violation, elimination of consequences of such violation and refuse further cooperation with such Partner.

In addition to all other obligations under any possible agreements between COMPANY and Partners, all Partners are obliged to comply with the Rules, to conduct internal training on compliance with the Rules, and to attend periodic training events of COMPANY on these Rules.

All COMPANY Partners shall, when conducting business with COMPANY and distributing software products purchased from COMPANY:

- adhere to methods and procedures in accordance with applicable law, show integrity and respect, and comply with ethical standards.
- conduct its activities in full compliance with laws and regulations, including compliance with the provisions set forth below.
- comply with all relevant trade restrictions, laws and regulations on import, export and re-export operations and related customs clearance operations.

2. FIGHT AGAINST CORRUPTION

Partners of COMPANY are obliged to comply with all applicable anti-corruption and anti-money laundering laws, including anti-corruption laws in force in the territory where the software products are distributed, including the standards of conduct set forth in the Foreign Corrupt Practices Act (FCPA) of the USA, the UK Bribery act, the law of the Republic of Kazakhstan "On

Combating Corruption" dated 18.11.2015; and the Partner shall ensure compliance with these norms and requirements by all

All forms of bribery, illegal payments and other forms of bribery are prohibited.

Partners shall not improperly influence the actions or decisions of any persons, including, but not limited to, any officials, by offering or paying directly or indirectly any money or valuables, gifts, meals, trips or entertainment to influence the actions or decisions of these persons in order to obtain any undue advantage or to realize other improper purposes, and shall not perform actions qualified by applicable law as giving/receiving a bribe or a bribe or a bribe or a bribe.

When making deliveries to public authorities or to individual legal entities owned or managed by public authorities, it is necessary to comply with the provisions of the contract procurement system for public needs (public procurement legislation), as well as for the needs of these individual legal entities. It is prohibited to perform directly or indirectly, including jointly with other persons, any actions aimed at circumventing the rules and conditions of the contractual procurement system.

The Partner represents and warrants that the Partner has an internal anti-corruption policy and provides ongoing training to its employees on this topic and audits compliance with it.

For more information on the anti-corruption standards and regulations of the various software vendors that must be complied with when distributing software products, please visit the MoEST website.

3. ACCOUNTING AND REPORTING

The accounting documentation of the Partners shall comply with the applicable legal requirements and norms in the field of accounting and reporting. The Partners shall comply with the tax legislation in carrying out their activities and shall not participate in any schemes aimed at illegal tax evasion or obtaining an unjustified tax benefit.

Partners must keep true and accurate accounting records of all their transactions.

Associates must honestly and accurately record and report all business information in accordance with applicable laws and regulations, and create, retain and destroy business records in full compliance with applicable laws and regulatory requirements.

It is prohibited for the Partners to keep "double"/"unofficial" accounting or conceal any transactions from accounting.

4. CONFLICT OF INTEREST

Partners should avoid improper situations or conflicts of interest. Partners should not do business directly with an employee of COMPANY whose spouse, family member or relative has a material financial interest in the Partner's business or other personal interest. In all cases of identified conflicts of interest, the Partner should immediately notify COMPANY in order to develop acceptable options for interaction.

When a Partner is advising on the selection of products and/or services for a client who is a governmental entity to which the Partner has a fiduciary or contractual obligation, the Partner should avoid engaging in activities that actually create a conflict of interest or the appearance of a conflict of interest.

5. ANTITRUST AND FAIR COMPETITION LAW. ADVERTISING AND MARKETING

COMPANY Partners must conduct their activities in strict compliance with all applicable antitrust and fair competition laws.

Partners shall refrain from misuse of insider information of COMPANY or software product manufacturers, including avoiding trading operations on purchase and sale of securities of software product manufacturers or another company on the basis of information about them, which is not available to a wide range of investors and could affect the investor's decision regarding the purchase or sale of securities.

All advertising and marketing activities of the Partners must be truthful and accurate and carried out in accordance with applicable law, rules and regulations. The Partners are obliged to ensure that all their communication with clients contains truthful and accurate information and is not ambiguous.

6. TERRITORIAL AND EXPORT RESTRICTIONS

Partners are entitled to distribute and promote software products only within the territories explicitly specified in the respective agreements.

Sublicensing or other forms of transfer or promotion of the software products to other territories, or to third parties who are known or reasonably expected to transfer the software products to unauthorized territories, **is prohibited**.

Partners, when distributing software products, the exclusive rights to which belong to the manufacturers having their location (registration) in the USA, EU and other countries other than the EAEU countries, are obliged to comply with export rules and restrictions established by the legislation of the said countries **and not to directly or indirectly export, export or re-export software products** (a) to any embargoed country or territory, or to a country supporting terrorists (as well as to a citizen or resident of such a country or territory).

Also, Partners **may not** use or authorize the use, including the transfer directly or indirectly for use by end users, of the Software Products (a) for any purpose prohibited by U.S., EU or other federal laws, including, but not limited to, the development, design, manufacture or production of nuclear, chemical or biological weapons of mass destruction and their means of delivery; (b) to create, store, backup, process or distribute any content or data that is prohibited by law

Partners **are obliged to apply** appropriate policies and procedures to ensure that transactions are verified as compliant with the above territorial and export restrictions, and to provide appropriate training to their employees on compliance with territorial and export restrictions.

7. PROTECTION OF INTELLECTUAL PROPERTY AND COMPLIANCE WITH LICENSING RULES

Partners of COMPANY shall respect and protect the intellectual property rights of COMPANY and third parties, including manufacturers of software products in the distribution of which Partners participate.

It is strictly prohibited to use the software products to (1) create, store, print, request or send any material that violates applicable laws, (2) send any messages containing false information or abusive and malicious messages (spam), (3) for any fraudulent purposes.

It is prohibited to participate in the distribution of counterfeit copies of software and in any other activities related to or entailing the infringement of intellectual rights of legitimate software owners. When distributing software products under certain licensing programs, Partners must familiarize themselves with and comply with all terms and rules of such licensing programs, as well as familiarize, guarantee and ensure (require) familiarization with the terms and conditions of the said licensing programs and consent to their observance o

If distribution of certain software products requires an authorized status, including the status of a certain level, the Partner shall ensure its availability (maintenance) during the whole period of distribution of software products requiring such status.

The Partner shall familiarize and, if necessary, explain to the end user the terms of the End User License Agreement (EULA) for the software product provided to the end user. It is forbidden to intentionally conceal from the end user or distort in any way the condition that the use of the software product and the granted rights of use (license) are subject to (limited by) also applicable EULA terms.

8. INFORMATION SECURITY

Partners shall apply all necessary measures aimed at ensuring information security when interacting with COMPANY and ensure safety and confidentiality of the received information intended for end users. The Partner shall not use the information received during the fulfillment of contracts for any purposes other than those for which it was provided.

The Partner shall take all necessary measures to ensure that all information received by it from COMPANY and intended for end users is protected. In particular, the Partner shall: maintain records of persons having access to such information and provide them with appropriate security training; implement the necessary information security and risk policies, procedures and controls and monitoring measures; maintain records and implement measures to investigate security incidents; use physical and electronic security measures to protect information, prevent damage to information or unauthorized access to or use of information; promptly and adequately protect information from unauthorized access to or use of information; and take all necessary measures to prevent unauthorized use of information.

When interacting with the information systems of COMPANY or software product manufacturers, follow and comply with the technical guidelines for integration with them. Additional information is available on the COMPANY website.

9. ETHICAL STANDARDS

Partners conduct their activities in accordance with and in compliance with internal corporate rules, including the requirements of statutory documents on approval of major and other transactions. The Partners guarantee and certify that the employees who are members of the Partner's governing bodies, as well as other employees through whom interaction with the MOST is carried out, act within their powers and competence, and their decisions and actions are made on behalf of the Partner.

When interacting with the media, Partners may act and present themselves and information only on their own behalf. Partners may not present information and/or make statements on behalf of COMPANY or on behalf of manufacturers (right holders) of software products, if such actions

were not expressly authorized by the owner of the relevant information. Partners may not present false and misleading information.

10. PERSONAL DATA

Partners shall comply with the requirements of the legislation on processing and protection of personal data, including the law "On personal data and their protection" dated 21.05.2013 and the Labor Code of the Republic of Kazakhstan, and other normative acts of the Republic of Kazakhstan.

The Partner will not use personal data for any purpose other than for the purpose of fulfilling the terms of the contracts and undertakes to return all personal data promptly at any time upon request.

The Partners undertake to store personal data for no longer than is required to fulfill the terms of the agreements and in accordance with the requirements of personal data protection legislation.

The partners **are committed to:**

- not modify, supplement or change the content of personal data, except as required or permitted by applicable law;

- apply appropriate technical and organizational measures to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized use or access to them, and with respect to all other unlawful forms of processing;

- keep all personal data secure and confidential;

- ensure that only Partner's personnel, for whom such data are necessary for fulfillment of obligations, have access to personal data and ensure that such personnel is informed about confidentiality of personal data and fulfills obligations stipulated by these Rules;

- Whenever personal data are necessary for granting licenses for the use of software products and other distribution of software products and are provided to COMPANY and software product manufacturers for these purposes, to ensure that the necessary consents of personal data subjects for such transfer, including further processing, of personal data to COMPANY and software product manufacturers are in place, or to guarantee the possibility of such transfer by virtue of law.

11. HUMAN RIGHTS AND OCCUPATIONAL HEALTH AND SAFETY

COMPANY expects Partners to adhere to the principles of respect for human rights and equal opportunity in employment, during the course of an employee's employment and termination of employment.

The partners shall fully comply with the labor regulations established by applicable laws and regulations, ensure a safe and healthy working environment in full compliance with all applicable laws, in particular in the field of health, safety and environment.

It is prohibited to use forced labor or impose labor agreements that impose unreasonable restrictions on an employee's right to resign from the Partner's staff. The use of child labor is prohibited.

Associates shall not unlawfully discriminate in employment decisions, compensation, access to training, promotion, termination and/or retirement on the basis of race, sex, national origin, religion, age, disability, gender identity or expression, marital status, pregnancy, sexual orientation, union membership, veteran status, political opinion or other characteristics for which discrimination is prohibited by applicable law.

12. COMPLIANCE WITH THE REQUIREMENTS OF ENVIRONMENTAL LEGISLATION AND ENVIRONMENTAL PROTECTION

COMPANY recognizes its social responsibility in the field of environmental protection and expects that its Partners will support its commitment to environmental conservation, and in this regard, the Partners will comply with all applicable environmental laws and regulations relating to their activities and take appropriate environmental protection measures.

Partners will take reasonable steps to reduce or eliminate waste of all types, including water and energy conservation.