

# AGREEMENT ON AUCTION PARTICIPATION

Kazakhstan,  
Almaty

\_\_\_\_\_ 2024 y.

## 1. General Provisions

1.1. This agreement governs the relationship between the auction organizer (hereinafter referred to as the "Organizer") and the auction participant (hereinafter referred to as the "Participant").

1.2. The auction is conducted in accordance with the requirements of the legislation of the Republic of Kazakhstan, including the provisions of the Law of the Republic of Kazakhstan "On the Regulation of Trade Activities" and other regulatory legal acts governing the procedure for trade activities, consumer rights protection, and ensuring fair competition. All participants are obliged to comply with the established rules, provide accurate information about the lots, and fulfill the terms of the transaction within the framework of the applicable legislation.

1.3. Participation in the auction implies full agreement with the terms of this agreement.

## 2. Subject of the Agreement

2.1. The Organizer undertakes to provide the Participant with the opportunity to participate in the auction, and the Participant undertakes to comply with the established rules and pay for the won lots within the specified timeframes.

## 3. Rights and Obligations of the Parties

### 3.1. Obligations of the Organizer:

- Organize and conduct the auction in accordance with the announced terms.
- Provide the Participant with access to information about the lots.
- Ensure the fairness of the auction process.

### 3.2. Rights of the Organizer:

- Establish the rules of participation and amend them with prior notice to the Participant.
- Require the Participant to comply with the terms of the agreement.
- Deny participation in the event of a breach of the terms.

### 3.3. Obligations of the Participant:

- Register for participation in the auction.
- Provide accurate information.
- Comply with the established rules and payment deadlines.

### 3.4. Rights of the Participant:

- Receive full information about the lots and auction rules.
- Participate in the bidding on equal terms.



- Challenge the actions of the Organizer that violate the terms of the agreement.

#### **4. Auction Procedure and Lot Issuance**

- 4.1.** The auction is conducted in an online format.
- 4.2.** Participant registration closes 15 minutes before the start of the auction.
- 4.3.** Participation in the auction is allowed only upon payment of a single registration fee, set by the Organizer, amounting to 8888 tenge or \$17.
- 4.4.** The auction increment and the minimum price are determined by the Organizer.
- 4.5.** The initial price of a lot at the auction is 8 tenge (or its equivalent in cents at the current exchange rate). The auction increment for each lot is set at no less than 10% of the last bid, allowing participants to make significant bid increases.

##### **4.6. Issuance of Won Lots:**

- Self-pickup by the Participant from the location specified by the Organizer.
- Shipment of the lot through a logistics company at the Participant's expense.

##### **4.7. Lot Issuance Deadlines:**

The won lot must be collected by the Participant within five calendar days from the end of the auction.

- 4.8.** In the case of self-pickup, the Participant must coordinate the date and time of lot collection with the Organizer.
- 4.9.** If delivery via a logistics company is chosen, the Organizer is not responsible for the lot's safety after it has been handed over to the logistics company representatives.
- 4.10.** If the auction Participant fails to collect the won lot from the Organizer within three months, the Organizer reserves the right to re-list the lot for auction.
- 4.11.** The auction is conducted using an automated platform that records participant bids and automatically determines the winner at the end of the auction.
- 4.12.** The determination of the winner is made solely based on the data recorded by the platform, without any intervention from the Organizer.
- 4.13.** The Participant agrees that the auction results determined by the automated system are final and not subject to appeal.
- 4.14.** The Organizer does not accept claims regarding auction results, including who was declared the winner or other rankings.
- 4.15.** In the event of technical failures in the platform's operation, the Organizer reserves the right to annul the auction results and conduct it again.

#### **5. Financial Terms and Security Measures**

- 5.1.** The Participant is required to pay for the won lot within 15 minutes of the auction's completion.



**5.2.** Payment can be made using one of the following methods:

- Through the Unipay payment system.
- Using Telegram channel stars (hereinafter referred to as "stars"), provided they have been pre-credited to the Participant's account balance.

**5.3. The Organizer does not accept payments:**

- To personal bank accounts.
- To details not specified in the Organizer's official Telegram channel.
- The Organizer is not responsible for cases where the auction Participant transfers funds to personal details not listed in the Organizer's official sources.

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**5.4.** When paying with stars, the Participant must ensure that there is a sufficient **quantity** of stars in their Telegram account at the time of the auction's completion.

**5.5.** In the event of successful payment processing:

- When paying through Unipay, the funds are credited at the time of the transaction.
- When paying with stars, the amount is deducted automatically upon confirmation by the Organizer.

**5.6.** In case of technical issues with payment using the specified methods, the Participant must contact the Organizer to resolve the situation within 24 hours.

**5.7.** The Organizer reserves the right to temporarily suspend access to the auction until financial issues are resolved.

**5.8.** The Organizer undertakes to ensure the security of Participant data during payment processing by employing security measures, including data encryption and fraud protection.



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

**6.1.** The Organizer is not liable for technical failures not caused by its fault.

**6.2.** The Participant is responsible for late payment and must provide compensation for damages caused by actions that violate the auction rules.

## **7. Force Majeure**

**7.1.** The Parties are released from liability for failure to fulfill their obligations in the event of circumstances of force majeure.

## **8. Dispute Resolution**

**8.1.** All disputes shall be resolved through negotiations.

## **9. Term and Termination of the Agreement**

**9.1.** This agreement comes into effect upon signing and remains valid for the duration of the subscription period purchased by the Participant for participation in auctions.

**9.2.** Upon expiration of the subscription period, the agreement is considered automatically terminated unless the Participant renews the subscription.

**9.3.** The Organizer has the right to terminate the agreement early, unilaterally, in the event of:

- A gross violation of auction rules by the Participant.
- The Participant's failure to fulfill financial obligations.

**9.4.** The Participant may terminate the agreement before the subscription period ends by notifying the Organizer 10 business days in advance. In this case, the subscription fee is non-refundable.

**9.5.** If the agreement is terminated before the auction ends, the Participant forfeits the right to participate in it.

## **10. Miscellaneous Provisions**

**10.1.** This agreement is drawn up in two copies, each having equal legal force.

## **11. Confidentiality**

**11.1.** All transactions conducted within the framework of the auction, as well as information about won lots, transaction amounts, and Participants' personal data, are strictly confidential.

**11.2.** The Organizer undertakes to:

- Not disclose information about transactions and Participants to third parties without prior consent from the Participant, except as required by law.
- Ensure the protection of Participants' data from unauthorized access.

**11.3.** The Participant undertakes to:



Not disclose information about other Participants, the bidding process, or the auction results that became known during their participation.

**11.4.** In case of confidentiality breaches, the Organizer has the right to claim compensation for damages and terminate the Participant's access to the auction.

**11.5.** Exceptions to confidentiality rules are allowed only within the framework of official requests from government authorities, as stipulated by law.

## **12. Complaint Submission Procedure**

**12.1.** Any complaints and claims related to participation in the auction are accepted by the Organizer only through official channels.

**12.2.** Complaints must be submitted in writing via:

- The Organizer's official email address specified in the Telegram channel.
- A special feedback form, if provided on the auction platform.

**12.3.** The complaint must include:

- Full name and contact details.
- The essence of the complaint, specifying the circumstances, date, and time of the incident.
- Documents or materials (e.g., screenshots, receipts, confirmations) supporting the facts stated in the complaint.

**12.4.** The Organizer reviews complaints within 10 business days from the date of receipt.

**12.5.** The Organizer reserves the right to request additional information from the Participant to clarify the circumstances of the complaint.

**12.6.** The Organizer's decisions on complaints are final and not subject to appeal, except as stipulated by law.

## **Section X. Terms of Listing Lots by Auction Participants**

### **13. Right to List Lots**

**13.1.** Participants who have subscribed to the auction gain the right to list their goods (lots) for sale through the application.

#### **13.2. Requirements for Lots**

**13.3.** A lot must be an original item that corresponds to the declared characteristics.

**13.4.** The price of the lot must be set at 70-80% below the market value.



14. Lot Verification

All lots are subject to mandatory verification by a moderator to ensure compliance with the requirements. A lot will only be published on the auction after successful verification.

15. Application Commission

A commission of 2% of the sale amount is charged for each successful sale.


16. Freezing of Funds

Funds received from the sale of a lot will be frozen in the seller's account until the buyer confirms receipt of the item.

17. Participant's Responsibility

The Participant undertakes to provide accurate information about the item and guarantee its originality. In the event of non-compliance with the requirements, the administration reserves the right to refuse to publish the lot, remove it from the auction, or take other measures in accordance with the platform's rules.

Details of the Parties

<p><b>Organizer:</b> LLP "Uzel Solomona" Account Number: KZ128562203136598360 BIC: KCJBKZKX Currency: KZT Bank: JSC "Bank CenterCredit" BIN/IIN: 240340011361 KBe: 17</p> <p><b>Director:</b>  Iskakov N.</p>	<p><b>Participant:</b></p>
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