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Dalaway Platform Use Rules

Appendix No. 1 to the Accession Agreement to the Dalaway Digital Platform

Version	Publication date	Effective date
1.0	**01.10.2026**	**01.10.2026**
Operator	Original language	Publication URL
SteppeGate LLP, BIN 260140019690, Republic of Kazakhstan	**Russian**	**https://dalaway.kz/legal/usage**

These Rules describe how the Platform operates: accounts and roles, publication of Lots and Requests, agreement on terms, execution of the Parties' Contract, performance and settlements. They answer the question "how does it work". Standards of conduct, grounds for liability and enforcement measures are established by the Marketplace Rules. Capitalised terms have the meanings established in section 2 of the Agreement.

1. Purpose of the Rules and Procedure for Acceptance

1.1. These Rules establish the procedure for using personal and corporate accounts, the Platform's trading functionality, Transactions, Parties' Contracts, Appendices and Trading Operations, the Services Centre, electronic interaction and settlements on the Platform.

1.2. These Rules form an integral part of the Agreement and also constitute a separate agreement between the Operator and each User insofar as they govern the use of a personal account.

1.3. The Participant accepts these Rules as part of the Agreement during initial setup of the corporate account. Each User accepts these Rules personally: the initial representative when creating a personal account, and an invited User upon first login after the invitation.

1.4. An invited User does not accept the Agreement on behalf of the Participant. The Agreement enters into force in accordance with clause 4.2 of the Agreement; trading functions become available after verification of the Participant and activation of its corporate account.

2. Personal Account

2.1. The User provides accurate first name, surname, email address, telephone number and other mandatory information.

2.2. The email address is verified by entering a one-time code sent by the Operator to that address. The verified address is used for sending legally significant notifications and for receiving the User's withdrawal of consent and objections.

2.3. The User may not transfer the password or account to another person. Actions performed under the User's account are deemed to have been performed by that User. The User may dispute attribution of an action to them in accordance with the Marketplace Rules.

2.4. A personal account may exist before a corporate profile is created and before verification of the Participant is completed. In this case access to trading functionality is restricted.

2.5. One individual may belong to several corporate accounts. Switching between them does not create new accounts.

2.6. The Operator may require re-authentication or identity verification when certain actions are performed or when there are signs of account compromise.

3. Creation and Verification of a Participant

3.1. The User creates a corporate profile, specifying the full and abbreviated name, registration number or BIN, country of registration, legal form, address, corporate contacts, description, logo, website and other information provided for by the interface.

3.1-1. The name, registration number or BIN and country of registration are mandatory and serve to identify the Participant. A corporate profile cannot be created without them. The interface specifies what other information may be provided.

3.2. The Platform is available only to business entities. Business entity status is confirmed when a profile is created; peasant and farming enterprises must confirm their registration in that capacity.

3.3. Residents of the Republic of Kazakhstan are verified using an electronic digital signature whose public-key certificate is issued by an accredited certification authority of the Republic of Kazakhstan, or by submitting documents. Both procedures have equal standing.

3.3-1. If acceptance of the Agreement and verification are completed using the electronic digital signature of a person entitled to act on behalf of the Participant without a power of attorney, no additional confirmation of that person's authority is required.

3.4. If verification is undertaken by a User who is not the head or another person entitled to act without a power of attorney, the Operator requests a power of attorney in its prescribed form or another document granting sufficient authority.

3.5. For non-residents, the Operator may verify information against available registers and request corporate documents. From a User who is not the head or legal representative, the Operator requests a letter of authority or equivalent document.

3.5-1. The scope of a representative's authority is determined by the submitted document. The Participant keeps it current and notifies the Operator of revocation or changes in authority. Until such notice is received, actions within the rights granted to the User on the Platform are deemed actions of the Participant.

3.6. The Operator applies a risk-based approach: the standard list of documents does not duplicate information reliably confirmed by an available register or another reliable source.

3.7. The Participant is notified of the outcome of the review, specifying the reason for refusal. The Operator does not disclose internal verification criteria and thresholds if disclosure could reduce the effectiveness of security measures.

3.8. The Participant must keep corporate profile information up to date and, without undue delay, make changes when its name, address, head, bank details or other material data change.

3.8-1. Changes to the Participant's name, country of registration, legal form, registration number (BIN) and head are made through a repeat verification. Until it is completed, the previously confirmed information remains effective and work on the Platform is not restricted unless the Operator decides otherwise.

3.9. The Operator may conduct re-verification when information changes, submitted documents expire, or there are grounds to believe that previously submitted information is no longer accurate.

4. Team, Roles and Critical Authority

4.1. The Owner invites Users by email address or telephone number and assigns roles to them. An invitation is valid for seven calendar days from sending.

4.2. Upon first login, an invited User sees the Participant's name, information on the inviter, the role granted and its powers, accepts these Rules and the Marketplace Rules, and provides their own consents to personal data processing.

4.3. A role change takes effect when recorded in the system. Critical authority listed in clause 7.2 of the Agreement is granted and revoked in accordance with clause 7.3 of the Agreement.

4.4. A Participant must always retain at least one Owner. The last Owner cannot be removed without first transferring the role.

4.5. An Owner is replaced by transfer of the role by the current Owner. If such transfer is impossible, an application procedure using the Operator's form applies, with confirmation of the authority of the applicant and the new Owner.

4.6. The Participant must, without undue delay, revoke access from Users whose authority or employment or contractual relationship with the Participant has ended.

5. Public Availability of Data and Disclosure of Contacts

5.1. The Operator does not publish personal telephone numbers, email addresses, images or other contact details of specific Users as publicly available information merely because they have registered.

5.2. The Participant's card displays information entered as corporate information: full and abbreviated name, logo, description, website, general telephone number, general email address, address and other information marked as public by the interface.

5.2-1. Public fields in the Participant's card are intended for corporate information and corporate contacts. The Participant must not place personal data of specific individuals in them without those individuals' consent and is responsible for compliance with this requirement. If such information is identified, the Operator may require its removal in accordance with the Marketplace Rules.

5.3. Other Participants can see the Participant's verification status ("Verified"), information the Participant has entered about itself in fields marked as public by the interface, and the Participant's performance indicators on the Platform generated by the Operator: the number of completed Transactions, information on the Service Provider's fulfilment of Services Centre orders, and indicators calculated from ratings given by parties to completed Transactions. The indicators displayed and their calculation procedure are disclosed on the Platform.

5.3-0. Before Agreement on Commercial Terms, the Participant's card is de-identified: it displays the business entity type, region, verification status, performance indicators and active cooperation formats. The name, identification number, contacts and description become available to the other party after Agreement on Commercial Terms. The interface determines which information is displayed and to whom. Information entered in fields marked as public by the interface may also appear in the public Participant directory. Information in fields not marked as public is not displayed in that directory.

5.3-1. A rating is given by a party to a completed Transaction and concerns performance of obligations under that Transaction. The rating is displayed with the rating party's role, Transaction number and date; the surname, first name and position of the specific User are not displayed. The Participant may publish a response to the rating.

5.3-2. A rating may not be a condition for concluding, amending or performing the Parties' Contract. Demanding, purchasing or exchanging ratings, or otherwise influencing a rating, is prohibited by the Marketplace Rules. The Operator does not change or delete a rating at a Participant's request except in cases of a violation of the Marketplace Rules established under section 6 of the Marketplace Rules.

5.4. Information on a specific User becomes available to a limited group of persons within a Transaction, correspondence, Trading Operation or Services Centre order to the extent necessary for the relevant functionality to operate.

5.5. Counterparty information is disclosed from the time of Agreement on Commercial Terms. Before Agreement on Commercial Terms, the parties see de-identified information to the extent provided for by the interface.

5.6. Counterparty information disclosed after Agreement on Commercial Terms is confidential in accordance with clause 10.4 of the Agreement.

6. Lots, Requests and Offers

6.1. Participants with "Verified" status may publish Lots and Requests regardless of their residency. A non-resident Participant may act as either buyer or seller. The terms for payment for the Operator's services by a non-resident Participant are established by the Tariffs.

6.2. The publishing Participant is responsible for the accuracy of the goods' characteristics, volume, quality, location, time limits, delivery basis, price and other published information.

6.3. A Lot and a Request are intended to initiate negotiations and do not in themselves constitute a supply contract.

6.4. An Offer is sent in response to a Lot or Request or to a specific recipient. The sending party may amend or withdraw the Offer before acceptance.

6.5. Acceptance of an Offer by its recipient constitutes Agreement on Commercial Terms and entails the consequences provided for in section 10 of the Agreement.

6.5-1. Acceptance relates to a specific version of the Offer terms. A message in correspondence does not constitute acceptance of an Offer.

6.6. The Participant must unpublish Lots and Requests that are no longer current.

7. Correspondence before Agreement on Commercial Terms

7.1. The Platform enables the parties to correspond before Agreement on Commercial Terms.

7.2. Providing contact details before Agreement on Commercial Terms is prohibited under clause 16.3 of the Agreement. The prohibition covers Lots, Requests, Offer fields and correspondence before Agreement on Commercial Terms, as well as disguised provision and provision in parts.

7.3. The Operator uses automated tools to detect signs of contact-detail sharing. When an indicator is detected, the message or information is not sent, and the User is shown a notice stating the reason.

7.4. An automatically detected indicator is a basis for review, not a decision that a violation has occurred. An authorised employee of the Operator makes the decision in accordance with the Marketplace Rules.

7.4-1. An attempt to send such a message or information is not a violation. The detection event and the text of the unsent message are retained as an indicator and may be reviewed by an authorised employee of the Operator, including upon the User's request regarding a false detection.

7.4-2. The User may contact the Operator if they believe the indicator was detected erroneously.

7.5. The legal basis for processing correspondence content is the Company Consent to processing business information and communications.

8. Agreement on Commercial Terms and the Transaction

8.1. Agreement on Commercial Terms records the Agreed Commercial Terms and creates a Transaction. Counterparty information is disclosed to the parties and Transaction correspondence becomes available.

8.2. The Agreed Commercial Terms constitute an immutable snapshot and cannot be edited.

8.3. A change in the goods or a party to the Transaction requires cancellation of the Transaction and reaching a new Agreement on Commercial Terms.

8.3-1. Changes to price, volume and currency are made by agreement of the parties and recorded on the Platform after confirmation by an authorised employee of the Operator. A change request contains the previous and proposed values, the reason and the other party's confirmation. Until a decision is made, the previously confirmed values remain effective and the new amount is displayed as provisional. After confirmation, the Fee is recalculated on the agreed terms in accordance with the Tariffs.

8.3-2. Changes to the delivery basis, performance period and other terms, except those specified in clause 8.3-1, are entered with confirmation by both parties without confirmation

by the Operator.

8.3-3. A Transaction parameter entered erroneously may be corrected on the basis of documents confirmed by both parties. The previous history is retained. Correction of an error does not constitute a change to the agreed terms.

8.4. A Transaction passes successively through the stages of documentation and performance and ends with Completion or cancellation. The current state of the Transaction and the actions available at that state are displayed in the Platform interface.

8.5. The parties must keep the Transaction status current.

8.6. In the event of systematic failure to update the status, the Operator may restrict creation of new Transactions in accordance with the Marketplace Rules.

9. Parties' Contract and Document Exchange

9.1. The Parties' Contract is concluded between Participants. The Operator is not a party to it.

9.2. The parties select the Lead Party in Transaction correspondence. Neither party can enter contract details until the selection is completed.

9.3. The Lead Party enters the details of the Parties' Contract; the other party approves the entries but does not complete them.

9.4. The number and date of the Parties' Contract are mandatory in every execution route. The routes are established by clause 11.3 of the Agreement.

9.5. Until the other party confirms the details, creation of Appendices and launch of Trading Operations are unavailable; Completion of the Transaction is carried out with the participation of an authorised employee of the Operator.

9.6. A party receiving details entered by its counterparty must confirm them or submit a reasoned objection within five business days. The consequences of non-compliance are established in clause 11.7 of the Agreement.

9.7. Confirming a file in the interface means recognising it as the current version for Platform purposes and does not constitute an electronic digital signature.

9.8. The parties independently request from each other powers of attorney, appointment resolutions, constitutional documents and other documents confirming a signatory's authority, if they consider this necessary.

10. Appendices and Trading Operations

10.1. An Appendix and a Trading Operation are created only after the “Contractual Basis Confirmed” event has occurred.

10.2. An Appendix reserves volume under the Parties’ Contract. A Trading Operation deducts volume when it is closed. The aggregate reserved and deducted volume may not exceed the volume under the Parties’ Contract.

10.2-1. Appendices and Trading Operations do not change the volume or value of the Parties’ Contract and do not independently affect the Fee amount. The Fee amount is determined by the Tariffs based on the volume under the Parties’ Contract.

10.3. Volume unused when an Appendix is closed is returned to the available balance under the Parties’ Contract.

10.4. A Trading Operation is created as a draft. It is deemed launched when its roadmap steps are generated.

10.5. A Trading Operation is used to support actual performance: volume, route, transport, shipping parties, roadmap, documents and related service orders.

10.5-1. The roadmap serves to organise the parties’ work. An uncompleted optional step does not in itself prove a violation.

10.6. Closing a Trading Operation deducts volume and closes the service orders linked to it.

11. Services Centre

11.1. The Services Centre enables a customer to create structured service requests and receive quotes from Service Providers.

11.2. A Service Provider may send the customer a quote in response to a service request. The customer’s selection of that quote records the chosen Service Provider for subsequent formalisation of their relationship but does not in itself conclude a service contract.

11.3. The customer and the Service Provider conclude the service contract independently. Its details are entered on the Platform using a procedure similar to section 9 of these Rules.

11.4. The customer and the Service Provider independently verify licences, permits, resources, time limits, insurance and other service terms.

11.5. A service order may be created before a Trading Operation is launched and linked to it later.

11.6. The parties to a service order cancel it in accordance with the procedure provided for by the interface, stating a reason.

11.7. The terms of Service Providers' access to the Services Centre are established by the Tariffs.

12. Meaning of Actions in the Interface

12.1. The legal and operational meaning of an action is determined by its name, the displayed warning, the Agreement and these Rules.

12.2. The User must read the displayed warning before confirming an action.

12.3. Automated checks. The Operator uses automated tools to detect signs of violations of these Rules and the Marketplace Rules and circumvention of the Platform.

12.4. An automated check result does not in itself constitute a violation or serve as grounds for imposing a measure. A measure is imposed by an authorised employee of the Operator following review.

12.5. The Participant may contact the Operator if it believes an automated check was triggered erroneously. The submission procedure is established by sections 4–6 of the Marketplace Rules.

13. Notifications, Logs and Electronic Interaction

13.1. The Platform links every action to an authenticated account. For certain actions the Platform may require re-authentication, digital confirmation or an electronic digital signature.

13.2. Service and legally significant notifications are sent through the personal account and the verified corporate email address. One-time codes and service messages may additionally be sent to the specified mobile telephone number.

13.3. A notification is deemed received on the next business day after sending, unless an earlier receipt is confirmed. If the Operator knows that delivery failed, it uses an available alternative communication channel.

13.4. Notifications concerning security, Transaction statuses, verification results, the Fee, changes to terms and other Platform actions are not advertising mailings and cannot be disabled.

13.5. The Operator retains the event log necessary for security, support, settlements, dispute resolution and confirmation of acceptance. Deleting an object in the user interface does not entail destruction of the corresponding log entry if a lawful basis exists for its continued retention.

14. Settlements with the Operator

14.1. The “Settlements” section of the personal account contains Fee Calculations, Certificates of Work Performed (Services Rendered), invoices, information on payments and accrued late-payment penalties, and closing documents.

14.2. Fee Calculation, Certificate, invoice, objections and recalculation — in accordance with the Tariffs.

Version history. Current version — 1.0 of 01.10.2026, effective from 01.10.2026. No previous versions.