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0. INTRODUCTION

Rules for air transportation of passengers, baggage and cargo of the SCAT Airline JSC (further– the Rules) is the underlying reference document regulating the activities of the SCAT Airline JSC (hereinafter –the Airline) when performing the air service of passengers and baggage, and provides for the relationship between the airline and passengers.

The rules have been developed in accordance with the current legislation of the Republic of Kazakhstan and used to provide passengers with information about the rules and requirements of airline applicable to the passengers during the air transportation of passengers and baggage.

1. TERMS, DEFINITIONS AND ABBREVIATIONS

The following terms and abbreviations with the corresponding definitions are used in these Rules:

Airline – a legal entity holding an air operator certificate of civil aircrafts in the context of these Rules – SCAT Airline JSC;

Property Irregularity Report (PIR) – a document executed by the Airline in the presence of the passenger (recipient) immediately upon discovery of damage to baggage (cargo), transportation of which is made by one or more air carriers. The report is signed by the Airline and the passenger (recipient);

ARS/GDS– automated reservation system / global distribution system which provides the display of information about flight schedules, availability status, and air carriers fares, and using the reservation of air transport services is made;

Airport – a complex of facilities designed for receiving and dispatching the aircraft, servicing air traffic, and having an airfield, airline terminal, other necessary facilities and equipment for these purposes;

Airport (point) of departure – airport (point) which, according to the air carriage agreement, the transportation of passenger, baggage or cargo starts from;

Airport (point) of destination – airport (point) to which the carrier shall, under the air carriage agreement, deliver passengers, cargo and mail;

Airport (point) of transfer – airport (point) indicated on the ticket or air waybill where, according to the air carriage agreement, a passenger makes a connection or transshipment of cargo and baggage from one flight to another for further en-route transportation is performed;

Passenger airlift sales agent – a ticket agent or a travel agency authorized to make the air services sales on the basis of Agency Agreement with the Airline on its traffic documents, or accredited by the Airline to make sales of air transportation under the neutral traffic documents;

Air freighting sales agent – an agency authorized to carry out sales of cargo carriage under the Agreement with the Airline;

Agency Agreement – agreement between the Airline and the agent which determines the nature and scope of engagement, amount of commission, duration and conditions of termination of the agreement, etc.;

Airline terminal (passenger terminal) – building for air transport passenger handling at airports;

Baggage – personal property of passengers or crew carried on board plane;

Check-in baggage (hereinafter – baggage) – passenger baggage accepted by the Airline for carriage under own responsibility for its safety and for which it has issued a baggage ticker and a baggage number tag;

Unchecked baggage (carry-on luggage) - passenger baggage, other than the check-in baggage, carried on the aircraft with the carrier's consent certified by a "carry-on luggage" tag, placed in the passenger cabins and containing no substances and items forbidden to be carried in the cabin of the aircraft. Delivered on board the aircraft by the passengers themselves;

Baggage tag – a document issued by the Airline to identify the baggage; a part of the baggage tag is attached by the Airline to each piece of luggage, the other part of the tag is given to the passenger;

Unclaimed baggage – a baggage arrived at the airport (point) of destination indicated on the baggage tag and was not received or claimed by the passenger;

Ammunition – armament supplies designed for target kill and containing explosive, propellant, pyrotechnic or embodied charges or its combination;

Reservation – preliminary allocation of seats for transportation of passengers on the aircraft, as well as cargo volume for transportation of baggage and cargo, confirmed by an electronic record in the Airline's ARS/GDS containing flight and other information about the passenger, baggage or cargo, with a unique numeric-letter code assigned. The reservations can be assigned two statuses - "Not Sold" and "Sold";

Open-date ticket – a ticket that shows the point of departure, destination, airline, travel class, but does not show the flight number and date and time of aircraft departure;

Domestic air carriage – air transportation where the point of departure, point of destination and all points of boarding are located within the territory of the Republic of Kazakhstan;

Aircraft (AV) – aircraft supported in the atmosphere by interaction with the air, different from the interaction with the air reflected from the surface of the ground or water;

Air services - activities of individuals and legal entities on transportation of passengers, baggage, cargo and mail by aircrafts;

Air carriage- air transportation of passenger and/or baggage performed by SCAT Airline JSC in accordance with the conditions of air carriage agreement;

Refund of payment – payment to the passenger (sender) or its representative of part or all of the cost of carriage or service, which was previously paid by him/her, but not used;

Validating carrier – issuing airline which accounting code is displayed on the ticket/document during electronic ticketing. The validating carrier shall monitor and authorize the e-ticketing transaction;

Air Waybill – air consignment note certifying the conclusion of a contract of carriage by air, its terms and conditions, and acceptance of cargo for carriage by air;

Cargo – any property carried on board the aircraft, excluding mail, flight supplies and baggage;

Perishable cargo – products of plant or animal origin, products produced from these, live plants, fish and other cargoes that require special conditions during storage and transportation;

Transshipment cargo – cargo, which according to the air waybill is further transported by the same flight it was delivered to the intermediate point;

Transfer cargo – cargo which, according to the air waybill is delivered to the airport (point) of transfer by one flight, and then transported by another flight by the same or another airline;

Date of commencement of carriage - date of the first flight segment;

Air carriage agreement (agreement) – contract of carriage concluded between the Airline and a passenger under the conditions set forth in these Rules, as well as the Fare Rules;

Chartering (charter) contract - contract of carriage (charter), under which the owner (freighter) undertakes to provide the lessee (charterer) with all or part of the capacity of one aircraft (or several crafts) at a charge for temporary possession and use for one or more flights for the carriage of passengers, baggage, cargo, mail or other purposes, and provide services for its management and technical operation by its own efforts;

Supplementary services – services, provided by the Airline and third persons - partners of the Airline to passengers along with air transportation and subject to conditions set by the Airline for each specific type of service;

Inspection – range of measures carried out with the use of technical means and other means designed for the identification and/or detection of hazardous substances and items, as well as all types of drugs prohibited for carriage by passengers on civil aircraft;

Misplaced baggage – baggage inadvertently or inadvertently separated from passengers and crew;

Web site – web resource www.scat.kz developed particularly in order to facilitate the process of familiarization of the Client (passenger) with the rules of the Airline, as well as direct reservation and issuance of electronic tickets and purchase of related services provided by the Airline and its partners online;

Inventory reservation system - automated reservation system, which provides the capability to place, store, manage and maintain the Airline's seat resources and access to them by agents in the prescribed manner;

Interline partners – the Airline's partners with whom a commercial agreement has been concluded on mutual/unilateral recognition of traffic documents, performance of air services and relevant mutual settlements thereunder;

Customized service – creating a welcoming environment and psychological comfort for passengers from the boarding and until they reach their destination;

Changing flight status — route change from the scheduled destination, flight delay, flight schedule change, flight cancellation or other change affecting the flight departure (arrival) time or route;

Comfort on board the aircraft – a set of conveniences, amenities and climate, designed to create certain physical and hygienic conditions for passengers and convenience of their service by flight attendants, due to the layout of the passenger area, interior and equipped with the necessary equipment and life support systems (electrical, oxygen, emergency, water, sewage, pressure control, gas composition and air conditioning);

Excess baggage ticket – payment certificate for the carriage of baggage in excess of the free baggage allowance or items that are subject to compulsory payment, as well as certifying payment of charges for the declared value of the baggage;

Travel class – range of services and level of comfort provided to passengers in accordance with air carriage agreement;

Booking class – criteria used in ARS/GDS to indicate the relationship between the quota of seats provided and the fare group of the corresponding class of service;

Itinerary receipt – document(s) being an integral part of electronic ticket and containing the necessary information (passenger name, route, fare), notifications and messages;

Minimum connection time (MCT) is the minimum time required to check in passengers and luggage from the time of flight arrival at the transfer point to the departure of the connecting flight;

International air traffic – air transportation where the points of departure and destination, whether or not there is a break in transportation or transshipment, are located within:

- Territories of two or more states;
- Territory of one state, if a stop in the territory of another state is provided;

Marketing carrier – a carrier two-digit code of which is entered in the coupon as the code of the carrier performing carriage;

Route – all ticketed points in the order of the passenger transit, from the point of departure to the destination;

Ground handling operation – service required upon an aircraft's arrival at an airport (airfield) or departure from an airport (airfield), which does not include the air traffic service;

Unattended child – a child on board an aircraft without being accompanied by an adult;

Unscheduled flight (operation) – a flight (operation) that is not scheduled and performed for a certain customer with or without the purpose of air transportation;

Baggage deficiency – damage to baggage where due to the loss of certain items or things from the luggage, the passenger suffers a loss;

Non-confirmed reservation – preliminary reservation, not all flight segments of which have a confirmed reservation status by the Airline's ARS/GDS;

Online check-in – flight check-in by means of website www.scat.kz

Miscellaneous Charges Order (MCO) - a payment document issued by the Airline or its agent to the Passenger for payment of the ticket, excess baggage ticket or other services related to the performance or modification of the conditions of transportation;

Stop-over – a waypoint pre-agreed with the Airline and included in the fare, where the passenger temporarily interrupts the carriage;

Latest check-in – specific time set by the Airline before which the passenger shall complete all check-in formalities and receive a boarding pass;

Passenger handling – operator's activity to carry out procedures related to the registration and implementation of air transportation of passengers and providing them with mandatory range of services aimed at meeting the passengers' needs;

Passenger – an individual not being the part of a crew and transported on the aircraft in accordance with air carriage agreement or other legal grounds;

Freight forwarder – individual or entity dispatching cargo;

Passenger ticket (hereinafter – ticket) – a document for passenger carriage issued by the Airline or its authorized agents confirming that the passenger is familiar with the conditions of the air carriage agreement and conclusion of air carriage agreement between the passenger and the Airline;

Deportee – a passenger, who has been legally admitted to a country by its authorities and who, over time, has been instructed by the authorities to leave the country or who has entered the country illegally;

Transit passenger – a passenger who according to the air carriage agreement is carried on the same flight that he arrived at the intermediate airport (point);

Transfer passenger – a passenger who in accordance with the air carriage agreement is delivered to the transfer point by one flight, and then transported by another flight of the same or another carrier;

Passenger cabin – a part of the passenger cabin of an aircraft equipped with passenger seats and designed for passenger accommodation;

Confirmed reservation – reservations which was made in the automated reservation system and confirmed by the carrier in the inventory system. Designated in the ticket (e-ticket) by the mark "OK";

Ground handling service provider – an individual or legal entity providing ground handling services at an airport (aerodrome), except for the airport (airfield) operator and the Airline, which independently services its aircraft, passengers, baggage, cargo and mail;

Representative office - subdivision of the Airline, as well as separate legal entities and individuals acting on the basis of civil law contracts and Powers of Attorney;

Traffic documents – ticket, baggage-check, air waybill, postal waybill, other documents used in the provision of air transportation of passengers, baggage and cargo;

Damage (spoilage) to luggage, cargo - making the baggage, cargo or part of luggage, cargo unusable during transportation, as a result of which they cannot be fully or partially used for their original purpose (have lost all or part of their value);

Flight coupon – a part of the ticket entitling the passenger to travel between the points indicated on it;

Boarding pass – a document confirming the fact of accepting the passenger for transportation. The boarding pass shall display the following information: passenger name, flight number, departure and destination points, date and time of flight departure, boarding time limit, registration number, seat number in the cabin, number of boarding gate;

Payment document – a document (cashier's check, payment slip or bank statement) executed in accordance with applicable law and confirming payment for the booked transportation. The document of payment is a proper document which confirms conclusion of the air carriage agreement, and being obligatory for issuing in case of cash payment for air carriage agreement in case of issuing an itinerary receipt;

Claim – a demand drawn up in accordance with the established procedure in writing by the person concerned for compensation for damage incurred during the air transportation;

Consignee – a person or entity indicated in the consignment note as the consignee of the cargo;

Flight – transport flight of an aircraft (scheduled or non-scheduled) performed in one direction from the start to the end point of the route;

Regular flight – a flight performed in accordance with the schedule established and published by the Airline;

Check-in – a process of the processing of passenger, baggage to perform transportation on a particular flight;

Code-sharing agreement - agreement, according to which the Party-operator (Operating carrier) grants the right to the Party-Partner (Marketing Carrier) to sell passenger seats (blocks of seats) on code-share flights (Code Share flights) under the own code of the Marketing Carrier on the basis of exchange of blocks of seats or free sale;

Interline agreement – a commercial agreement concluded between two Airlines or under MITA on mutual or unilateral recognition of traffic and payment documents, performance of air transportation and related mutual settlements thereunder;

Route segment – a part of the carriage between two points, which is a part of the full itinerary and issued on one flight coupon;

Own sales office - a specially equipped room of the Airline, intended for reservation and sale of air carriage of the Airline;

Fee - an amount approved in accordance with the established procedure charged in excess of a tariff by the Airline, its agent or other competent authorities for special or extra service related to the transportation of a passenger, baggage or cargo;

Passenger Cancellation Fee – a fee charged from a passenger in the event of termination of the air carriage agreement by a passenger due to a passenger's voluntary waiver of all or part of the transportation, in accordance with the rules of the applied fare;

Charge for revised conditions of transportation - a fee charged from a passenger if the passenger changes the terms of the air carriage agreement in accordance with the rules of the applied fare;

Airport charge – specified amounts of money charged by the relevant government authorities for the use of airports and included in the payment for air transportation;

Service charge – charge for the provision of transportation services to a passenger or consignor, charged by the Airline or a transportation sales agent from a passenger or consignor;

Through check-in – check-in of transfer passengers at the airport of initial departure along the entire transportation route;

Customs control in international air traffic – set of measures implemented by customs authorities to ensure compliance with national, including customs, legislation and international treaties of the state, control over the implementation of which is entrusted to customs authorities, include but not be limited to, control over the movement across the state border of aircraft and cargo transported on them, as well as baggage and carry-on luggage, persons following on these aircrafts, currency and currency values;

Fare – amount duly approved by the carrier for the carriage of one passenger or for the carriage of a unit weight or volume of baggage or cargo from the point of departure to the point of destination on a particular route;

Specific travel class fare – fare of the relevant class of service: first, business, economy, the conditions of which are approved by the Airline;

Normal fare (standard) – a fare established for the first, business or economy class of service, which does not impose restrictions and has a validity of one year;

Special fare – это тарифы экономического класса, имеющие специальные условия и ограничения, определяемые авиакомпанией;

Fare component (FC) is a part of the transportation route between the waypoints, to estimate the cost of which, the OW (one-way) or half of the RT fare (round trip) can be applied;

Transfer – carriage performed in accordance with the air carriage agreement to the layover airport by one flight, and then the carriage is performed by another flight of the same or another Airline;

Pricing unit is the entire route or part of it (block of fare components), which corresponds to a certain type of transportation, has a separate cost and can be issued as a separate ticket (on one or more "linked" ticket forms);

Airline customer support center (CSC) - Airline's call center performing the customer support tasks;

Authorized agent is a person representing the aircraft operator who is authorized to act directly by or on behalf of the operator in the performance of formalities relating to the arrival, departure and clearance of that operator's aircraft, crew, passengers, cargo, mail, baggage and stores;

Terms and conditions (rules) of the Airline – conditions, instructions and technologies established by the Airline, which apply to air transportation of passengers, baggage, cargo and mail, as well as the conditions of application of fares, standards, passenger and baggage service facilities, passenger appeals to the Airline;

Loss of baggage – non-arrival of the baggage or its part to the airport and the Airline's recognition of the loss. The baggage not found at the time of search within 21 days from the day following the day on which it should have been delivered to its destination should be considered lost. If the baggage is not found within 21 days, the baggage is considered lost;

Operating carrier – carrier or a person authorized by the carrier performing the entire or part of the carriage under the interline agreement flight (code share) or other contractual relationship between the operating carrier and the carrier;

Electronic ticket – an electronic document confirming that the passenger is familiar with the conditions of the air carriage agreement and the conclusion of the air carriage agreement between the passenger and the Airline;

EMD (Electronic Miscellaneous Document) – an electronic document for payment of various services and fees, not included in the ticket price, stored on a special Airline server;

PNR (Passenger Name Record) – record of the passenger in the reservation system, which contains information about transportation, special services and personal data of the passenger;

SSR item/request- special service request item;

Infant - a passenger under two years of age on the date of commencement of carriage;

Ticket purchase deadline (Time-limit) - time during which the agency cashier (operator) has the right to issue the ticket;

ADM policy – a list of violations of the Airline's regulations and corresponding sanctions;

IATA ICER rate – direct conversion rate from the fare currency to the currency of payment, which is the same for distribution to all reservation systems;

End on end combination – combination of cost items in the fare construction point, which can be executed separately;

CHAPTER 1. ARTICLE 1.1. SCOPE OF APPLICATION

1.1.1 The rules apply to domestic (within the Republic of Kazakhstan) and international air transportation of passengers and baggage, the operating carrier of which is the SCAT Airline JSC.

1.1.2. These Rules determine the rights, duties and responsibilities of the SCAT Airline JSC as well as citizens using the services of the SCAT Airline JSC and binding on them.

1.1.3. When performing international carriage of passengers and baggage, these Rules shall apply to the extent not conflicting the international treaties ratified by the Republic of Kazakhstan, as well as the laws of the country within the territory, from or through the territory of which such carriage is performed.

1.1.4. These Rules shall constitute an integral part of the Air carriage agreement.

If any provision contained or referred to in these Rules contradicts the Airline's fares, the provisions set forth in this fare shall prevail.

1.1.5. These Rules shall always be available in all subdivisions of the Airline, representative offices and sales offices of the Airline at the transportation sales agencies, and posted on the Airline's website.

1.1.6. The requirements of these rules apply to representatives of the Airline, passenger and cargo air transportation sales agents, passengers and citizens using the Airline's services. Airline's representatives and its agents, who provide services on its behalf and perform air transportation of passengers, baggage and cargo, shall strictly adhere to these Rules and shall not have the right to amend or waive provisions of the Rules established by the Airline.

1.1.7. When entering into the passenger airlift contract, a version of the Rules in effect on the date of the transportation document is applied.

1.1.8. The conclusion of a contract of carriage between the Airline and a passenger by the consignor, implies that the passenger, consignor agrees to the terms and conditions specified in these Rules, and undertakes to comply with them in the course of contractual obligations.

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CHAPTER 2. PASSENGER AIR SERVICE**ARTICLE 2.1. PRINCIPAL CONDITIONS OF THE AIR CARRIAGE AGREEMENT**

2.1.1. The air transportation of passengers, baggage, cargo and mail is performed by the Airline on the basis of the air carriage agreement concluded between the passenger and the Airline in compliance with these Rules, as well as the fare rules.

2.1.2. According to the passenger air carriage agreement, the Airline undertakes to carry the passenger of the aircraft to the point of destination, with the provision of seat on the aircraft making the flight indicated on the ticket, and in the case of air transportation of baggage by the passenger, to deliver the baggage to its destination and give it to the passenger or to the person authorized to get the baggage.

2.1.3. Every air carriage agreement and its terms and conditions are certified by the traffic document issued by the Airline or passenger operations sales agent. In the event of a conflict between the information on the ticket and the Airline's database, information contained in the Airline's database will be applied in priority.

2.1.4. The air carriage agreement is a public agreement, by the way of its conclusion it refers to the contract of adhesion and requires the passenger to join the air carriage agreement under the conditions proposed by the Airline.

2.1.5. The passenger shall pay the carriage charge for air services under the specified fare, and during the baggage drop-off in excess of the free baggage allowance set by the Airline, to pay for the transportation of this baggage.

2.1.6. A payment document certifying payment for air transportation is a proof of payment for air transportation. The air carriage agreement is considered to be concluded from the date of proper and timely payment for air carriage. The consent with the conditions of the air carriage agreement and the Rules for the passenger is complete and unconditional.

2.1.7. A passenger has the right to conclude with the Airline the air carriage agreement which stipulates the condition on the carriage charge refund upon termination of the air carriage agreement, or the air carriage agreement that stipulates a condition on the non-repayment of fare upon termination of the air carriage agreement.

2.1.8. The airline or the passenger air transportation sales agent shall inform the passenger about the conditions of the air carriage agreement, particularly on the condition of carriage charge refund in case of termination of the air carriage agreement or non-refund of the carriage charge in case of termination air carriage agreement, as well as on the conditions of refund of the fare paid for air transportation, prior to the conclusion of the air carriage agreement.

2.1.9. When paying for and/or arranging transportation on the website(s), a passenger shall get acquainted with the primary conditions of the air carriage agreement and the rules of the applied fare, including the condition of carriage charge refund upon termination of the air carriage agreement or non-refund of the carriage charge upon termination of the air carriage agreement prior to the conclusion of the air carriage agreement.

ARTICLE 2.2. TRANSPORTATION DOCUMENTATION

2.2.1. Each air carriage agreement and its conditions are certified by traffic documents, which are issued by the Airline or the passenger operations sales agent.

2.2.2. The traffic documents are:

- a) In the carriage of passengers (and baggage) - ticket and baggage receipt;
- b) In the carriage of chargeable baggage - a receipt for excess baggage payment, electronic miscellaneous document (EMD), miscellaneous charges order (MCO);
- c) In the cargo carriage - air waybill;
- d) For the payment by the passenger of levies and charges for the provided services related to performance of the air carriage agreement - miscellaneous charges order (MCO), electronic miscellaneous document (EMD).

2.2.3. The execution of traffic documents is performed by entering the necessary data into the electronic or paper form of the traffic document.

2.2.4. The specified traffic documents are the traffic documents of strict reporting form, and used as accounting and financial control documents for cash and non-cash settlement with passengers and mutual settlements between participants of the transportation process.

2.2.5. A payment document certifying the payment for air transportation is a document confirming payment for air transportation.

2.2.6. The passenger air carriage agreement is issued with one ticket or additional ticket(s) issued with it, which indicates the number of the ticket(s) to which it is (are) issued.

2.2.7. A separate ticket is issued for each passenger, which confirms:

- 1) Passenger familiarization with the conditions of air carriage agreement
- 2) Conclusion of air carriage agreement between the passenger and the Airline.

2.2.8. The ticket is valid for carriage of the passenger and his/her luggage from the point of departure to the point of destination on the route and class of service specified therein. Each flight coupon is valid for transportation of the passenger and his/her baggage only on the specified route segments, class of service, date and flight for which the seat is reserved. The place and date of sale of the ticket are indicated on all its coupons.

2.2.9. The electronic flight coupon of electronic ticket can reflect the following status:

(«O» - Open for Use) – a status code of flight coupon, which can be changed to any other.

(«C» - Checked-In) – a passenger has handled the baggage for carriage and/or received a boarding pass.

(«E» - Exchanged/Reissued) - cost of the electronic ticket coupon was offset when paying for a new transaction.

(«F» - Flown Used) - transportation under the flight coupon of the e-ticket is fulfilled.

(«L» - Lifted Boarded) – a passenger has come on board the aircraft.

(«R» - Refunded) – unexpended value of flight coupons of the electronic ticket is refunded or transferred to the passenger.

(«V» - Void) - complete cancellation of the electronic records of sale. Applies only when all coupons have the "O" status code. The cancellation applies only to the original sales transaction
(«NO GO» - Closed) - Validating carrier has prohibited the use of this coupon.

2.2.10. A passenger is admitted for carriage subject to availability of electronic passenger ticket and relevant electronic flight coupon with an OPEN FOR USE reflected status.

The Closed, Exchanged, Flown, Refunded, Void statuses are ultimate. These statuses are not changed to other statuses, handling with the ticket that has one of these statuses is not possible.

2.2.11. В случае обращения пассажира к Агенту по продаже пассажирских воздушных перевозок для возврата/обмена по частично использованному билету, имеющему использованные полетные купоны со статусом CHECKED-IN/BOARDED, Агенту по продаже пассажирских воздушных перевозок необходимо отправить запрос в Авиакомпанию на изменение статуса купона на FLOWN. После изменения статуса купонов производится возврат/обмен электронного билета.

Аннулирование бронирования без предварительного снятия билета с регистрации (билет со статусом CHECKED-IN) запрещено.

ARTICLE 2.3. TERMS OF PAYMENT

2.3.1. The carriage charge shall be paid within the time limits stipulated by the Airline fare rules being in force at the time of reservation, within the time limit set by the Airline, strictly by the means specified by the Airline.

2.3.2. The itinerary receipt is provided to the passenger only after payment of the cost of transportation according to the established fare directly at the transportation sales office.

2.3.3. The itinerary receipt is printed by the printer on a standard A4 sheet. In case of the purchase of air carriage via the Internet, the itinerary receipt is e-mailed to the passenger for self-printing.

2.3.4. If payment for transportation is made in a way not stipulated by the Airline's rules, air carriage agreement shall be deemed not to have been concluded.

2.3.5. In case of late payment for the purpose of issuing a ticket or other violation of the payment deadlines, the air carriage agreement shall be deemed not to have been concluded, unless the Airline confirms otherwise.

2.3.6. Airline's liabilities for the passenger air service arise after proper and timely payment for air carriage.

ARTICLE 2.4. SCHEDULE

2.4.1. Airline shall organize, provide and perform the passenger carriage by regular flights in accordance with contracts for air transportation concluded with the Airline.

The published flight schedule presents the following information for each scheduled flight:

- 1) Airport (point) of destination;
- 2) Airport (point) of departure;
- 3) Airport located on the transportation route, where the aircraft landing is stipulated according to the schedule of aircraft movement;

- 4) Airlines code;
- 5) Flight number;
- 6) Week days of the flight;
- 7) Departure time (local);
- 8) Arrival time (local);
- 9) Flight period;
- 10) Type of aircraft.

The flight schedule may contain additional information.

2.4.2. Airline shall organize, provide and perform the carriage of passengers by unscheduled flight (operation) for a particular customer (charterer) of the flight in accordance with the air carriage agreement (chartering contract).

2.4.3. Airline shall organize, provide and perform the transportation by a systematic series of unscheduled flights (operations) with a published schedule on air routes which are not used for scheduled air services.

2.4.4. Airline shall organize, provide and perform the carriage of baggage, cargo and mail by scheduled or unscheduled flights (operation) in accordance with the concluded air carriage agreements (chartering contracts).

2.4.5. The carriage of passengers, baggage is performed between the airports (points) of departure, transfer (stopover) and destination specified in the carriage document in the prescribed sequence (further - transportation route).

2.4.6. The voluntary modification in the route of transportation, specified in the traffic documents shall not be made.

2.4.7. Airline undertakes to take all measures in its power to transport the passenger and baggage within a reasonable time.

2.4.8. Airline shall have the right to cancel or delay the flight indicated in a ticket, to change the type of aircraft, change the route of transportation, if it is required by flight safety and/or aviation safety conditions, as well as at the request of government authorities, according to their competence.

2.4.9. When the flight status changes, a carrier as soon as it becomes aware of change, informs the passenger to the cellular phone number and/or e-mail address indicated when purchasing the ticket, as well as at the airport about:

- 1) Reasons for the change of flight status and the new departure time, and/or the new route;
- 2) List of services provided by the carrier in connection with the change in the status of flight, if the change is due to the fault of the carrier or late arrival of the aircraft

2.4.10. Airline has the right to change the type of aircraft without first informing the passenger about it.

2.4.11. By purchasing a ticket, a passenger agrees to receive SMS-notifications (short text messages) about flight cancellations, delays, flight postponements, information about the Airline's

services and offers. Airline declines all responsibility for the failure to notify a passenger if a flight is cancelled or any parameters of the flight are changed (schedule, route) if, when booking the passenger air service, a passenger or passenger operations sales agent has not provided contact information (phone number, e-mail address), or the Airline has failed to contact the passenger or the passenger operations sales agent at the specified contact information by contacting at least 2 (Two) times each of the specified telephone numbers (addresses), particularly if the passenger has provided incorrect contact information. In the cases mentioned, the Airline shall not indemnify the passenger for any losses caused by such failure to notify.

2.4.12. Airline disclaims all liability where not at fault for the failure to inform the passenger about the changes in the flight schedule, changes in the airports of departure/arrival, flight cancellation or other changes.

2.4.13. Airline will not be liable for mistakes, distortions, omissions in the schedule published by other legal entities without the Airline's approval.

2.4.14. Airline will not be liable for ensuring connecting flights of the SCAT Airline JSC if the carriage was made in different reservations (PNR) on different forms and/or the carriage was made in violation of the minimum connection time.

2.4.15. Airline will not be liable for providing connections with flights of other Carriers.

2.4.16. Airline has the right to transfer the obligations or a part thereof under the air carriage agreement to another entity, particularly to other carrier. In this case the Airline informs the passenger about the actual carrier performing the transportation, and the rules of the actual carrier will apply to the passenger.

2.4.17. At passenger's request, a letter will be provided or a note will be made on his/her ticket about the reasons of delay by the Airline's specially designated person.

2.4.18. For late delivery of a passenger to his/her destination, a carrier shall pay a penalty in the amount of three percent of a fare (fare for the air leg where the delay has occurred) for each hour of delay, unless it proves that the delay was due to insuperable force, in addition to compensation for losses incurred by the passenger, if the latter has occurred in connection with such delay.

The penalty amount may not exceed the value of the purchased fare (fare of the flight section where the delay occurred). The payment of penalty for late delivery of passengers to their point of destination is made by the carrier upon the application of the passenger through the carrier's website and sales offices.

2.4.19. If the status of the flight changes through its fault or late arrival of the aircraft, the air carrier shall provide at its own expense passengers with hotel accommodation, meals and other services in accordance with the Law of the Republic of Kazakhstan "On the airspace management of the Republic of Kazakhstan and aviation activities"

ARTICLE 2.5. AIRLINE RIGHTS

2.5.1. Airline has the right to cancel, delay or re-schedule the departure of aircraft, to change the scheduled transportation route, and change the point of landing, if such actions are necessary due to:

- Disaster;
- Extreme weather conditions at the airports of departure, destination or on the route, as well as other phenomena effecting on operating safety;
- Act of unlawful interference;
- Requirements of government agencies;
- other circumstances beyond the Airline control

2.5.2. Airline has the right to replace the aircraft with another.

2.5.3. Airline has the right at any time to replace the seat provided to the passenger in the cabin with another one, if it is necessary for the flight operating safety.

2.5.4. For the reasons of flight operating safety, protection of life and health of passengers and crews of aircraft, prevention of possible act of unlawful interference with civil aviation, competent authorities have the right, in accordance with the law, to inspect passengers, their carry-on luggage, baggage, mail, cargo and board supplies of aircraft.

2.5.5. The passengers with diplomatic status having diplomatic immunity, as well as state messengers accompanying correspondence, go through security on general grounds, unless required by the law of the Republic of Kazakhstan.

2.5.6. The passengers - people with disabilities (on crutches, in a wheelchair, on a stretcher, etc.) are subject to manual inspection, and the persons accompanying them are inspected on general grounds.

2.5.7. When performing a passenger screening, verification of documents of the presented traffic documents of the bearer's identity is performed.

2.5.8. If substances and items forbidden to be carried are found in a passenger, the additional baggage examination is performed.

2.5.9. If the registered passenger fails to show up for boarding, his/her baggage is subject to seizure and mandatory inspection.

2.5.10. In case of passenger waiver of inspection, the Airline shall have the right to deny carriage (terminate air carriage agreement with the passenger) and refund the payment for carriage in accordance with the fare rules.

ARTICLE 2.6. RIGHTS AND OBLIGATIONS OF THE PASSENGER

2.6.1. Passenger has the right to:

- Purchase a ticket on any air route open for passenger operations;
- Get a seat according to the ticket purchased;
- Carry free of charge hand luggage and baggage within the established norms according to the purchased ticket and fare;
- In case of change of the flight status through the fault of the airline or due to late arrival of the aircraft for hotel accommodation, catering and other services provided in accordance with the Republic of Kazakhstan Law "On air space management of the Republic of Kazakhstan and aviation activities"

- Other rights stipulated by the legislation of the Republic of Kazakhstan.
- The physically disabled passengers and people with limited mobility additionally have the right to carry a stretcher and wheelchair for private use free of charge as baggage.

2.6.2. Passenger shall:

- - Comply with the Rules of transportation of passengers, baggage and cargo by airline service and prevent any actions that endanger the safety of aircraft flight;
- -Not create obstacles when aviation personnel perform its duties;
- To bear other obligations in accordance with the laws of the Republic of Kazakhstan.

CHAPTER 3. CHARTER TRAFFIC CONTRACT

3.1. Airline shall organize, provide and perform the passenger carriage by unscheduled flight (operation) for a certain customer (charterer) of the flight in accordance with air carriage agreement (chartering contract).

3.2. When performing charter flights, the same set of traffic documents is issued as for flights performed on a scheduled basis.

3.3. A separate ticket shall be issued for each passenger of charter flight.

3.4. The tickets for charter flight passengers are issued in accordance with the Airline's rules for the carriage documents processing, only after the Customer has paid all payments due to the airline, established by the charter contract. The issuance of air tickets and other traffic documents shall be performed by the persons with necessary qualifications and entitled to execute such documents.

3.5. The complete flight documentation for the charter flight is prepared by the relevant personnel at the airports of departure and destination, unless otherwise stipulated in the charter contract.

3.6. When managing charter flights, the Airline shall acquaint the Customer with the rules of passenger and baggage carriage by the Airline service, regulating the arrangement of transportation, control over its implementation and behavior of passengers at the airports and on board aircrafts. When entering into charter contract, Customer shall guarantee compliance with all Airline rules.

3.7. When entering into charter traffic contract, Customer may, on conditions of extra pay, make a reservation for certain special services on board at airports of departure and destination, catering, increased free baggage allowance, etc.

3.8. The check-in, boarding/deboarding, all kinds of inspection and control of passengers, baggage and cargo transported by a charter flight, transportation of baggage and cargo are performed in accordance with the applicable rules established by the Company for these procedures.

3.9. The passenger has the right for the free luggage allowance within the established norms for charter flights.

On the charter flights, baggage allowance is set by the number of seats ("Piece Concept")

Each passenger, with the exception of passengers of the "Child under 2 years of age /Infant" category, without providing a seat, has the right to carry 1 piece of luggage free of charge, up to 23kg and with dimensions in the sum of three dimensions not exceeding 158 cm, unless otherwise provided for in the charter contract.

3.10. The free baggage allowance for children under 2 years of age traveling without a seat is 0 seats 0 kg.

3.11. Each passenger having a ticket, except for children transported without a separate seat in the cabin, is allowed free hand luggage up to 10 kg with dimensions 55x40x25cm, unless otherwise is specified in the charter agreement.

3.12. The passenger shall pay for the carriage of baggage exceeding the free baggage allowance at the baggage rates approved by the Airline's regulatory documents and effective as of the date of

issue of the paid excess baggage receipt or EMD for all transportation to the destination point or stopover (or transfer) point on the way.

CHAPTER 4. RESERVATION OF TRANSPORTATION AND TICKET SALES**ARTICLE 4.1. TERMS AND CONDITIONS OF CARRIAGE RESERVATION**

4.1.1. The seat reservation is a compulsory condition for the carriage of passengers.

4.1.2. A passenger or a passenger's authorized representative may perform the reservation of the air transportation of passenger and baggage both through the Airline's own sales channels (website, contact center, sales offices, representative offices) and through the passenger air transportation sales agents (websites, pay-offices, sales offices).

4.1.3. The passenger submits the following information and presents documents necessary for the reservation and subsequent issuance of the ticket and provision of special services and compliance with flight safety requirements:

- 1) Surname, first name, date of birth, gender, nationality
- 2) Type and number of the identity document used to purchase the ticket, and its expiration date
- 3) Point of departure and destination, travel itinerary
- 4) With the passenger's consent, contact information (e-mail address and/or telephone number), through which the airline or a passenger sales agent can contact the passenger
- 5) Information about secondary documents (visa, medical certificate, documents for transportation of children, etc.);

If case of default in providing this information, the reservation will not be made.

The conclusion of agreement for air carriage of a passenger, baggage means unconditional consent of the passenger to the collection and processing of his/her personal data, both with and without the use of automated means. As provided by applicable law of the Republic of Kazakhstan and foreign countries, the Airline shall submit the personal data to third parties, particularly performs its cross-border transfer.

4.1.4. When booking and selling air transportation, a passenger operations sales agent shall:

- provide a passenger with accurate and complete information about the schedule, availability of seats, fares and conditions of fare application, Airline's rules, baggage and carry-on baggage allowance, and other related information;
- Perform the selection of the optimal route and payment for transportation, with regard to the fares and conditions of its application;
- Request from the passenger information about the availability/lack of circumstances requiring special attention in the provision of air transportation service (in service).

4.1.5. The reservation is valid only if made in accordance with the rules, conditions of tariff application, rules and instructions of the airline in the relevant ARS/GDS, and does not contradict the terms of the contract of carriage. The result of reservation is the creation of electronic record in the Airline's inventory reservation system, containing information about the carriage, special services and personal data of a passenger, with a unique number assigned to it, and the status confirming the reservation. The traffic document is issued only under a confirmed reservation, if the Airline's Record Locator is available, if the reservation is made in a reservation system other than the Airline's inventory system.

4.1.6. The ticket is issued on the basis of the passenger's identity document. On the ticket and during the reservation the passenger's name and surname are written in Latin letters according to the

4. RESERVATION OF TRANSPORTATION AND TICKET SALES

identity document, and the first name is written first, then the surname. The passenger checks the correct spelling of the name and surname on the ticket and unconditionally responsible for it. A passenger is not accepted for the carriage if the spelling of his/her name and/or surname on the ticket and reservation does not match the spelling on the document presented at check-in. The refund to the passenger as a result of such refusal is made according to the rules of this tariff.

4.1.7. A separate ticket is issued for each passenger (including a child aged 0-2 years).

4.1.8. In the case of sale of preferential transportation or unit toll transportation, a passenger when issuing a ticket shall provide documents confirming his/her identity and the right to discount or a special fare.

4.1.9. When making a reservation for a ticket with discounts (children's discount, youth, pension fare, etc.), a passenger operations sales agent shall notify the passenger of the need to provide the original document confirming the passenger's status during ticketing and check-in.

4.1.10. The special conditions of carriage requiring the Airline's prior consent, i.e. confirmed SSR request at the time of reservation are as follows:

1. Carriage of passenger with a child under 2 years of age (INFANT);
2. Transportation of accompanied child (CHLD);
3. Carriage of unaccompanied child who will be transported under the supervision of the Airline (UMNR);
4. Transportation of medical passenger;
5. Transportation of hearing-impaired passenger;
6. Transportation of visually impaired passenger;
7. Transportation of unattended passenger;
8. Transportation of a passenger whose ability to move while using air transport is limited and/or whose condition calls for special attention during service;
9. Transportation of a passenger carrying weapons and/or ammunition;
10. Carriage of baggage exceeding the free baggage allowance set by the Airline (hereinafter – excess baggage);
11. Carriage of baggage, the dimensions of which in a packed baggage item exceed 158 centimeters in the sum of three dimensions
12. Carriage of baggage, the weight of one piece of which exceeds thirty-two kilograms (hereinafter - heavy baggage);
13. Carriage of baggage to be carried only in the cabin of the aircraft; transportation of currency in currency notes or coins, shares, bonds and other securities, credit and bank cards, jewelry, precious metals, precious or semi-precious stones;
14. Transportation of dogs, cats, birds and other small indoor (domesticated) animals (hereinafter referred to as indoor animals (birds));
15. Transportation of animals, birds, insects, fish, etc;
16. More than 22 weeks of pregnancy;
17. Carriage of a passenger who requires an additional seat in the cabin;
18. Carriage of a passenger with childhood autism, Asperger's syndrome, atypical autism

4.1.11. A passenger or a person who makes reservations on behalf of a passenger informs the Airline 5 calendar days before the flight departure in the following cases:

4. RESERVATION OF TRANSPORTATION AND TICKET SALES

- 1) Passenger's reduced mobility;
- 2) Transportation of a young passenger;
- 3) Depression of function (absence) of a vision, hearing preventing independent movement of the passenger
- 4) Need to be accompanied by a service dog in this case;
- 5) Availability of infectious disease;
- 6) Pregnancy over 22 weeks;
- 7) In the case of childhood autism, Asperger's syndrome, atypical autism
- 8) Transportation of animals (birds)
- 9) Availability of excess baggage or large-sized, heavy luggage;
- 10) Availability of baggage that shall be carried only in the aircraft's cabin;
- 11) Transportation of weapon, ammunition.

After receiving this information, the Airline shall inform the passenger within 24 hours about denial of carriage, if it is impossible to provide transportation due to technical capabilities of an aircraft in cases specified in subparagraphs 1),4),5),8),9),10) and 11)

4.1.12. The reservation of special and additional services, as well as reservation for transportation of certain categories of passengers (children, incapacitated passengers, etc.) is performed by the passenger operations sales agent or Airline, when making a SSR special request in the reservation. The ticketing is performed only with a confirmed SSR special request.

4.1.13. Issuance of ticket for the reserved carriage shall be made only with a confirmed reservation status from the inventory reservation system of the Airline/Carrier(s) subject to the existence of the Airline's Record Locator (RL), if the reservation is not made in the Airline's inventory system.

4.1.14. When making reservation for a passenger seat and capacity for a passenger, the Airline does not assign a specific passenger seat in the cabin of aircraft with a declared class of service. The number of specific seat assigned to a passenger is indicated at check-in at the airport (point) of departure. The provision of pre-selected seats is an additional offer from the Airline. If the passenger has not used this service, at the flight check-in the Airline automatically assigns an available seat in the cabin to the passenger. In case of change of the aircraft type, the Airline does not guarantee to save the selected seat in the cabin. Airline reserves the right to reallocate seats in the cabin at any time - even after the passengers boarding for the reasons of flight operating safety.

4.1.15. A document of payment for special services shall be kept throughout the carriage. A copy of electronic miscellaneous document EMD for the payment for special services shall be available as a hard copy or on an electronic device. The miscellaneous charges order (MCO), receipts for the payment of excess baggage executed as paper sheets shall be retained during the entire transportation and presented to the authorized agents at the request of the Airline.

4.1.16. A passenger can complete the check-in and boarding without a printed ticket. For international traffic, the itinerary receipt is required in evidence of return-ticket during the passport control.

4.1.17. The ticket is not transferable or usable by another person.

ARTICLE 4.2. PROCEDURE OF CANCELLATION

4. RESERVATION OF TRANSPORTATION AND TICKET SALES

4.2.1. Airline has the right to cancel the reservation without informing the passenger, if a passenger has failed to pay for the reservation on time, passenger has not issued a ticket or has not fulfilled other conditions set by the fare rules of the Airline.

4.2.2. The reservation is considered to be advance until such time as the Airline or its authorized passenger operations sales agent issues the properly issued carriage documents to the passenger, and, if necessary, can be cancelled by the Airline before the expiration of the reservation (Time limit) or the ticketed class can be changed without warning the passenger. Once the reservation expires, the reservation is cancelled without further notice.

4.2.3. In case of double reservation on the flight for one passenger, the Airline shall have the right to cancel one of the reservations due to commercial expediency.

4.2.4. The advance reservation of the group of passengers traveling for the same purpose on the same route is made only after the Airline confirms the request (letterhead, e-mail) by the head of the group or its agent. The reservation of the group of passengers unapproved with the Airline may be cancelled without notice.

4.2.5. Airline has the right to cancel a reservation on each subsequent segment of the transportation route without notice to the passenger, if the passenger has not used the reserved passenger seat on any segment of the transportation route.

4.2.6. When making reservation the seats on Airline flights, the passenger operations sales agent is not allowed to change the surname and/or name of reserved passenger in the existing reservations. Airline does not guarantee to save a seat for the passenger, in the reservation of whom a passenger operations sales agent has independently made adjustments to the last name and/or first name. The alteration of passenger's name and/or surname in the "paid" reservation (issued ticket) is made at the request of the passenger operations sales agent in accordance with the "Technology for changing the passenger's name of the SCAT Airline JSC".

4.2.7. It is not allowed to cancel the reservation without first deregistering the ticket (ticket with CHECKED-IN status).

ARTICLE 4.3. CANCELLATION OF E-TICKET (VOIDING)

4.3.1. The cancellation (or voiding) of the electronic ticket is made in order to eliminate the mistake made during the registration. The ticket is cancelled only if all coupons have an "Open for use" status. The voiding of e-tickets is not allowed if the ticket had intermediate statuses (for example, CHECKED-IN, REFUNDED, etc.).

4.3.2. The ticket voiding is allowed on the day of sale within 3 hours after completing the reservation. It is prohibited to cancel the form(VOID) during check-in, on the day of departure and/or after departure, in that case, passenger operations sales agent should perform the ticket refund operation.

4.3.3. After 3 hours after the ticket is issued, in case of change of schedule/cancellation of the flight by the Airline, a passenger operations sales agent shall perform an involuntary refund of the ticket.

ARTICLE 4.4. CONDITIONS FOR RESERVATION ON THE WEBSITE www.scat.kz

4.4.1. Airline provides a round-the-clock ticket purchase service through its website www.scat.kz.

4.4.2. When purchasing a ticket on the Airline's website, the passenger shall check out the rules of the Airline, conditions of the chosen fare and the rules of passenger conduct on board. The rules of online reservation and purchasing of air tickets are posted on the website www.scat.kz.

4.4.3. When buying a ticket on the Airline's website, the passenger is fully responsible for the correct spelling of the surname/name and the correct entry of personal data. On the ticket and reservation the passenger's name and surname are written in Latin letters according to the identity document, and the first name is written first, then the surname. In the event of non-compliance with this order or any other mistakes in spelling the surname or name, passport data, the passenger should apply to the Airline by sending an application to the e-mail address websales@scat.kz or scat@scat.kz.

A passenger is not accepted for transportation if the spelling of his name and/or surname on the ticket and booking does not match the spelling on the document presented at check-in. The refund to the passenger as a result of such refusal is made in accordance with the fare rules.

4.4.4. The ticket issuance for unaccompanied children under the age of 18 is not performed on the Airline's website.

ARTICLE 4.5. CONDITIONS OF THE RESERVATION OF ADDITIONAL SERVICES

4.5.1. In order to provide an additional service to the passenger, the Airline or passenger operations sales agent when making reservation and selling air transportation, may order additional services required by the passenger on board the aircraft or at the airport of departure/arrival.

4.5.2. Airline determines the range of additional services provided by the Airline, the reservation of which can be made by the passenger operations sales agent.

4.5.3. Electronic miscellaneous document (EMD) или miscellaneous charges order MCO is issued when making reservation the additional services provided to passengers, for payment of the charge/fee established by the Airline for collection from the passenger.

4.5.4. A separate EMD or MCO is issued for each passenger. Airline or the passenger operations sales agent shall inform the passenger of the conditions for additional services (transportation of luggage, sports equipment, etc.), including the condition of the refund or non-refund of fees in case of waiver of chargeable service receipt. The refunds for unused EMDs or MCOs are made according to the application rules of each service/fee.

4.5.5. When processing an EMD, a receipt is printed out for the passenger which contains information about the service: full name of the passenger, type of service, price of the service. The passenger operations sales agent shall issue a receipt to the passenger, explaining that it is an integral part of the EMD and shall be kept until the end of the travel to present it through check-in and to authorized persons on their request.

4.5.6. The handling the formalities and payment for additional services are performed in accordance with the procedure established by the Airline. To make a reservation for the service directly related

to flight segments/coupons, such as baggage, sports equipment, etc., a special SSR request is used. The service in the special request element shall be confirmed by the Airline. The agent can issue an EMD only after receiving confirmation of the SSR request. In case the reservation of additional services is not confirmed by the Airline, provision of these services to the passenger on board the aircraft is not guaranteed. An individual SSR request is created for each passenger for a charged service. All services shall be booked in the reservation (PNR) for each flight leg. The request for additional services is possible only for confirmed segments. If there is more than one passenger in the PNR, reservation for additional service(s) need only be made to the passenger(s) for whom they are intended. In the case of division of reservation (PNR), special service items made for the allocated passenger(s) from the reservation (PNR) are allocated along with the allocated passengers, i.e. special service elements are included in the new reservation (PNR). In case of changes in the flight leg, all requests for additional services related to the flight are cancelled as well. When necessary, a request for additional services shall be entered in the reservation (PNR) again.

ARTICLE 4.6. SEQUENCE OF FLIGHT COUPONS

4.6.1. The flight coupons are valid for the flight only in the strict sequence of the itinerary indicated in the ticket, starting from the point of departure. The passenger is not allowed for carriage if the sequence of coupons in the ticket is disturbed.

4.6.2. Airline accepts flight coupons for voluntary refund of amounts paid thereon in the order of its direct sequence. The flight coupons are not valid for voluntary refunds if the sequence of flight coupons is disturbed. According to the rule of sequential application of coupons in case if a ticket has several flight coupons it is possible to voluntarily return only those coupons which follow the used coupon, unless otherwise stipulated by the rules of the applied fare.

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ТЈАБА 5. RATES AND FEES**ARTICLE 5.1. GENERAL PROVISIONS**

5.1.1. Airline charges a carriage fee for the carriage of passengers and baggage on scheduled flights. The carriage charge for passenger transportation is determined on the basis of the amount of money established by the Company for passenger transportation between two points on the transportation route (further – fares) or combinations of fares from the airport (point) from which the carriage of passenger, baggage starts, according to the passenger air transportation contract (further – airport (point) of departure) to the airport (point) of destination, fees (foreign countries fees, airport and other charges), in case the passenger orders additional services, the cost of additional services.

5.1.2. The air fare does not include the cost of ground transportation services between different airports and between airports and city terminals.

5.1.3. When paying for the transportation of a passenger and his/her baggage, the fares in effect on the date of commencement of carriage and at the time of carriage handling apply.

5.1.4. The passenger personally or any third person who has made the reservation and (or) paid for it on behalf of the passenger may pay for the relevant air services in the following ways:

- By credit or debit bank card. The payment by the specified method shall be made at the time of reservation in case of online purchase of air ticket or at an airline ticket agency upon availability of post terminal;
- By cash;
- By non-cash payment if such option is allowed, and the procedure is agreed upon with the Airline.

5.1.5. The reservation is cancelled automatically without notice to a passenger, if payment for air transportation is not made within the period specified by the Airline (in accordance with the established time limit and limitations in the fare rules) and a ticket is not issued. Until the ticket is issued, the fare in the reservation is not guaranteed and may be subject to change.

ARTICLE 5.2. CURRENCY FOR PAYMENT OF FARE AND FEES

5.2.1. The fares, fees shall be paid in currency in accordance with the rules of currency regulation of the country of distribution. If payment for carriage is made in a currency other than the fare publication currency, equivalent in the currency of payment is calculated on the basis of the IATA bank exchange rate (ICER-IATA Consolidated Exchange Rates) published in the reservation systems, valid at the time of transportation.

5.2.2. If the fares have been changed before the start of transportation, carriage of passengers on tickets issued before the change of fares is performed without reassessment, provided that the original conditions of the air carriage agreement are maintained.

5.2.3. If carriage has been started, any change in the fare, fee, discount or rule shall not affect the air carriage agreement concluded with the passenger during the validity period of the originally confirmed ticket for the flight.

ARTICLE 5.3. TYPES OF FARE

5.3.1. Fare - carriage charge collected by the Airline or passenger operations sales agent for the transportation of one passenger or unit of weight or volume of baggage or cargo from the point of departure to the point of destination on a particular route and in the appropriate class of service.

5.3.2. By class of service, passenger fares are divided into economy class fares, business class fares.

5.3.3. Each class of service may have several passenger fares, differing in the level of the tariff and/or the conditions of the tariff application.

5.3.4. Each fare provides the rules of its application, which establish the validity period of the ticket and the conditions of application of the fare.

5.3.5. The fares are grouped according to conditions of its application into tariff groups (brands).

5.3.6. The number of passenger seats offered for reservation of transportation at fare levels is determined by the Airline, and may be changed at any time based on commercial expediency.

5.3.7. By the conditions of application, passenger fares are subdivided into fares with no restrictions on conditions of use (hereinafter - normal standard fare) and fares having restrictions set out in the condition of fare application (hereinafter - special fare).

5.3.8. The passenger fares may be set for a one-way carriage (hereinafter referred to as a one-way fare) and for a round-trip carriage (hereinafter- return fare).

5.3.9. When paying for and/or processing transportation, passenger shall get acquainted with the basic conditions of air carriage agreement and the rules of the fare applied.

5.3.10. The air carriage agreement is considered to be concluded from the date of proper and timely payment for air carriage, which certifies the passenger's consent to the rules and conditions of carriage and the fare rules.

ARTICLE 5.4. BRANDED TARIFFS

5.4.1 Based on the terms and conditions of tariff application and set of services provided, economy class tariffs are grouped into 3 groups (hereinafter referred to as "brand"):

- Flexible includes:

- Free transportation of luggage (2 pieces of luggage up to 23kg with dimensions in the sum of three not exceeding 158cm each);

Free transportation of hand luggage up to 10kg and dimensions of 55x40x25cm;

Changes/refunds are allowed with or without application of exchange/refund charges according to the rules of the applied tariff

Selecting a more comfortable seat in the cabin with payment according to the current tariffs of the Airline.

- OPTIMUM includes:

Free transportation of luggage (1 piece of luggage up to 23kg and dimensions in the sum of three not exceeding 158cm);

Free transportation of hand luggage up to 10kg and dimensions of 55x40x25cm;

Changes are allowed at any time with exchange fees applied

Refund is allowed with refund fees applied;

Selecting a more comfortable seat in the cabin with payment according to the current tariffs of the Airline.

- Light includes:

Baggage transportation on a paid basis, according to the current tariffs of the Airline;

Free transportation of hand luggage up to 5kg and dimensions of 55x40x25cm;

Changes are allowed at any time with exchange fees applied;

Refunds are not allowed;

Selecting a more comfortable seat in the cabin with payment according to the current tariffs of the Airline.

Based on the terms and conditions of tariff application and set of services provided, business class tariffs are grouped into 2 groups (hereinafter referred to as "brand"):

Business Flexible includes:

Free transportation of luggage (2 pieces of luggage up to 23kg each with dimensions in the sum of three not exceeding 158cm each);

Free transportation of hand luggage 2 places up to 10kg each and dimensions of 55x40x25cm;

Changes/refunds are allowed;

Business OPTIMUM includes:

Free transportation of luggage (2 pieces of luggage up to 23 kg each with dimensions in the sum of three not exceeding 158 cm);

Free transportation of hand luggage 2 places up to 10kg each and dimensions 55x40x25cm;

Changes are allowed at any time with exchange fees applied

Refunds are allowed with refund fees applied;

5.4.1. For each type of fare/brand there are conditions for its application. The fares of different brands are published in one booking class RBD. The number of passenger seats offered for reservation of transportation by fare levels is determined by the Airline.

5.4.2. Combination of branded fares is allowed only within one tariff group (brand), unless otherwise stipulated by the fare rules. If the fare group (brand) on one air leg changes, all other air legs according to the new brand are also subject to change.

ARTICLE 5.5. OTHER FEES AND CHARGES

5.5.1. Airport charges.

5.5.1.1. When carriage is sold, the passenger is charged all airport and other charges published in reservation systems in accordance with the laws, regulations, rules and prescriptions established by

foreign states and/or foreign entities, to, from or through the territory of which such transportation takes place (foreign country fees, airport taxes).

5.5.1.2. If a passenger voluntarily refuses carriage, airport charges on unused route legs are refundable to the passenger (particularly by non-refundable fares), unless otherwise stipulated by the fare rules.

5.5.2. YR charge for the provision of automated reservation systems services

5.5.2.1. When carriage is sold, a passenger is charged a YR fee for the provision of automated reservation systems services, unless otherwise stipulated by the Airline rules.

5.5.2.2. The amount of charge and conditions of its application are determined by the Airline's fare rules published in reservation systems and regulatory documents of the Airline.

5.5.2.3. A YR charge for provision of the automated reservation systems services is not charged for tickets issued for children under 2 years old who do not occupy seats, tickets for the subsidized flights.

5.5.2.4. YR charge is not voluntarily refundable.

5.5.2.5 In case of forced cancellation of transportation the YR tax for providing services of automated booking systems shall be refunded for unused sections of the route. The procedure of tax refund in case of forced refusal of transportation for medical reasons is regulated by the Air company's regulatory documents

5.5.3. Fee for voluntary change of the conditions of carriage (re-booking)

5.5.3.1. The changes in a passenger ticket at the passenger's request are allowed with the consent of the Airline, performed only by the Airline or the passenger operations sales agent in accordance with the Airline's fare rules and the rules of traffic documents execution.

5.5.3.2. In case of change in departure dates, flight number, increase in the fare or brand level, a fee for a voluntary change in the conditions of carriage is charged.

5.5.3.3. A fee for voluntary change of the conditions of carriage is charged in the amount and under the conditions established by the fare rules published in the reservation systems.

5.5.3.4. The change of the conditions of carriage (re-booking) fee is not charged in the following cases:

- 1) Exchange of the transportation route segments with an open date of departure;
- 2) Exchange of the transportation route segments with SA seat status;
- 3) Exchange of transportation issued for children under the age of two years, carried without providing an individual seat;
- 4) Exchange of segments at normal fare, not providing for a fee for a voluntary change in the conditions of carriage;
- 5) In the case of a forced exchange of transportation.

5.5.3.5. The charge is not voluntarily refundable.

5.5.3.6. The procedure for charging and processing the fee is regulated by the Airline's regulatory documents.

5.5.4. Fee for the passenger voluntary refusal of transportation (refund)

5.5.4.1. A fee is charged for a passenger's voluntary refusal of carriage in the amount and subject to the conditions established by the fare rules published in the reservation systems.

5.5.4.2. No fee is charged for a passenger's refusal of the flight in the following cases: 1) Refusal of transportation route segments with an open date of departure;
2) Refusal of transportation route segments with SA seat status;
3) Refusal of transportation issued for children under the age of two years, carried without providing an individual seat;
4) Refusal of sections issued at normal fare, not providing for a fee for voluntary refusal of transportation;
5) In the case of passenger forced refusal of the carriage.

5.5.4.3. The charge is not voluntarily refundable.

5.5.4.4. The procedure for charging and processing the fee is regulated by the Airline's regulatory documents.

5.5.5. Service charge (for reservation and issuing an air ticket, EMD)

5.5.5.1. The amount of the service charge is set by the Airline or the passenger operations sales agent differentiated by type of transport.

5.5.5.2. The service charge is non-refundable in case of voluntary refusal of transportation.

5.5.5.3. Service charge is non-refundable in case of involuntary refusal of transportation.

5.5.5.4. The service fee is not charged on tickets for subsidized flights.

5.5.5.5. The procedure of charging and execution of fee is regulated by the Airline's regulatory documents and/or the passenger air transportation sales agent.

5.5.6. Fees for additional services

5.5.6.1. If a passenger orders any additional services, the fee is charged in the amount and according to the conditions specified in the Airline's rules.

5.5.6.2. The fee for additional services is executed on EMD or MCO, in the form prescribed by the Airline.

5.5.6.3. The fee for additional services is refundable if the services are not rendered.

5.5.6.4. The procedure for charging and processing the fee is regulated by the Airline's regulatory documents.

ARTICLE 5.6. OPEN DATE

5.6.1. The reservation of carriage with open date of departure is permitted at normal fares, the rules for application of which allow the execution of ticket with open date.

5.6.2. A service of ticket booking with an open date on the official website of the Airline is not available.

5.6.3. An open-date ticket implies a ticket issuance without a guaranteed departure date of the flight. The reservation (creation) in the reservation (PNR) of the segment with an open date of departure is performed according to the rules of operation of the relevant ARS/GDS.

5.6.4. A ticket for transportation with open date of departure is issued without specifying the following parameters:

- Date and time of departure;
- Flight number (to be specified if necessary);
- Seat number.

5.6.5. If the ticket is issued with an open date of return departure, then the booking of passenger seat on board the aircraft for the declared date of departure is made subject to availability of seats in the given booking class within the validity period of the passenger ticket.

5.6.6. If a passenger with a ticket with open date of departure applies for the reservation of carriage, and the Airline is unable to provide a passenger seat and capacity during the period of validity of the ticket, then the Airline or the passenger operations sales agent shall make a reservation for the next flight on which there is a vacant passenger seat and the capacity of that class of service which corresponds to the paid class of service.

ARTICLE 5.7. FARE INTEGRATION

5.7.1. The integration of branded fares is allowed only within one fare group (brand), unless otherwise stipulated by the fare rules.

5.7.2. If an integration of half round trip (RT) fares is allowed by fare rules, the fare rules with more stringent restrictions apply to the entire transportation route to determine the conditions of maximum stay at the point of destination.

5.7.3. In case of air ticket exchange/refund using fare integration, conditions of changes and refunds are determined in accordance with the rules of the fare applied to the tariff component being changed/refunded, unless otherwise stipulated by the fare rules.

5.7.4. If the carriage is issued under the transfer fare, the rules of its application apply to all flight legs included in the transfer.

5.7.5. In the case of combining a flight in Kazakhstan and an international, the entire transportation is considered to be international, including the partially used ticket.

ARTICLE 5.8. STOP-OVER

5.8.1. A stop-over is provided only if it is previously agreed with the Airline and provided in the ticket.

5.8.2. If the ticket is paid at the Airline's special fare, the passenger's stop-overs are regulated by the conditions of fare application.

5.8.3. The stop-over requires the fulfillment of the following conditions:

- 1) Stop-over is made within the validity period of ticket;
- 2) Stop-over is permitted by the Airline and the laws of the relevant countries.

5.8.4. If the passenger has not declared a stopover at an intermediate airport when issuing a passenger ticket, but has expressed a wish to make such a stopover and declared it at the given airport, such passenger may continue a flight only after making necessary changes in the ticket data (ticket exchange) in accordance with the applicable fare rules.

ARTICLE 5.9. ROUTE CHANGE

5.9.1. The carriage of passengers, baggage is performed on the route of transportation between the points (airports) of departure, transfer and destination specified in the document of transportation in a prescribed sequence.

5.9.2. The voluntary route change in case of change of the point of departure and/or point of arrival indicated in the carriage document is not allowed.

The voluntary route change is made only by refund of the executed carriage amount in accordance with the rules of the applied fare and handling new carriage under the conditions of carriage changed by the passenger.

5.9.3. The involuntary change of transportation route is allowed subject to agreement with the Airline.

ARTICLE 5.10. DECREASE IN THE LEVEL OF FARE OR BRAND

5.10.1. The voluntary decrease of fare/brand level by reticketing is not performed.

5.10.2. The voluntary decrease of fare/brand level is made only by refund of the executed carriage amount in accordance with the rules of fare applied and handling a new carriage under the conditions of carriage changed by the passenger.

5.10.3. It is allowed to decrease the fare level by agreement with the Airline.

ARTICLE 5.11. INCREASE OF THE LEVEL OF FARE OR BRAND

5.11.1. A re-issuance of ticket is possible within the same brand, as well as for another brand, and the new level of the fare shall not be lower than the originally paid one.

5.11.2. A re-issuance of ticket within one brand:

In case of change of departure date/time, subject to availability of seat in the same booking class, fees for changes in the conditions established by the rules of the applied fare within the validity period of ticket to the carriage are charged.

If there are no seats in the same booking class, the additional payment is made for the difference between the cost paid by the passenger earlier and the total cost of new carriage, with charges for the change of conditions, established by the rules of the applied fare.

A fee for the change in the conditions of carriage is charged from the fare component to be changed. If more than one fare component changes, the fee is cumulative.

5.11.3. Re-issuance of ticket to a higher priced brand:

In case of reissue of ticket to a higher priced brand, additional payment is made for the difference between the cost paid by the passenger earlier and total cost of the new transportation, with charges for the change of conditions, established by the rules of the applied fare. The re-issuance of ticket to a higher priced brand is allowed, subject to recalculation for the entire route at the same time, and the new fare level shall not be lower than the original.

A fee for the change in the conditions of carriage is charged from the fare component to be changed. If more than one fare component changes, the amount of the fee is cumulative.

CHAPTER 6. PASSENGER DOCUMENTS AND PASSENGER TICKET**ARTICLE 6.1. PASSENGER TICKET AND PASSENGER DOCUMENTS**

6.1.1. The passenger, when issuing a ticket, baggage and checking in for the flight, shall provide a document proving his/her identity:

- Passport (for the citizens of the Republic of Kazakhstan - with IIN);
 - Identity card of a citizen of the Republic of Kazakhstan (with IIN);
 - Foreigner residence permit in the Republic of Kazakhstan (with IIN);
 - Stateless person certificate;
 - Refugee certificate;
 - Birth certificate (for citizens of the Republic of Kazakhstan under the age of 16);
 - Diplomatic passport of citizen of the Republic of Kazakhstan;
 - Service passport of a citizen of the Republic of Kazakhstan;
 - Seafarer's identity card of the Republic of Kazakhstan;
 - Certificate of Return to the Republic of Kazakhstan (only for return to the Republic of Kazakhstan)
- The Air company or authorized air ticket agents shall make reservations, issue air tickets on the basis of the passenger's identity document, the validity period of which is valid on the date of flight(s) specified in the issued air ticket.

6.1.2. If a person under the age of 16 is traveling with his or her parent(s) and certifies own identity with his or her own passport, he/she also needs to have a birth certificate to confirm the status of accompanying parent(s).

6.1.3. When travelling outside the Republic of Kazakhstan, the passenger shall provide the documents established by the rules of border crossing of the country of entry / departure / transit. For more complete and detailed information about the travel documents accepted for entry into a particular country, check it in advance with the embassy/representative office of the country to which the passenger is going.

6.1.4. The passenger is personally liable for obtaining all documents, visas, permits, etc., required by the laws of the country to, from or through the territory to be transported, and for compliance with all applicable exit, entry and transit laws of the country of departure, arrival and transit.

6.1.5. In flight check-in, an original document shall be presented. In order to check the identity at check-in, the passenger shall produce an identity document, the details of which are listed in the reservation (ticket).

6.1.6. The ticket can be used only by the person named therein.

6.1.7. For the carriage of children born prematurely in multiple pregnancies, children's parents or accompanying adults shall present a medical certificate for each child confirming the transportability by air.

6.1.8. When transporting underage children-citizens of the Republic of Kazakhstan accompanied by adult passengers, Airline has the right to request the child's birth certificate, as well as documents confirming the relationship and (or) legal right to transport the minor passenger.

6.1.9. Airline has the right to refuse carriage of a passenger who has not complied with the applicable border crossing laws of the country of entry/departure/transit, or who has improperly

6. PASSENGER DOCUMENTS AND PASSENGER TICKET

executed documents (particularly no visa, no return ticket, no funds) or refused to present them.

Airline shall not be liable to the passenger if the passenger fails to obtain such documents or visa, or fails to comply with applicable laws, or the passenger will be denied entry/departure by the competent authorities.

6.1.10. The passenger is advised to make sure there are no debts on taxes, fines, duties, alimony or loans, and no temporary restrictions on exit from the Republic of Kazakhstan, and, if there are any, it is necessary to settle them a few days before departure, so that the information can get into all databases.

6.1.11. If a passenger has issued a ticket on a special fare with special conditions or a discount, the passenger must carry the documents confirming his right to use the specified special fare or discount during the entire travel and present them upon request of employees or a representative of the Airline, as well as be able to prove that they are valid. Failing which, a fare difference equal to the difference between the originally paid fare including the fee and the fare including the fee to be paid must be paid by the passenger, otherwise the passenger will not be allowed to boarding.

6.1.12. Conditions for transportation of under-age children accompanied by adult persons being the parents, guardians, or custodians

The under-age children traveling with their parents (guardians, adoptive parents/guardians), who prove their identity with their own passport, must have a document proving their relationship to their parents (birth certificate, guardianship certificate, marriage certificate). A birth certificate is sufficient if the surnames of the child and the parents are the same and if the surnames on the birth certificate match. In addition to the birth certificate, in case of different surnames, it needs to present certificates of new marriages with a change of surname or other documents confirming a change of surname, documents of guardianship, adoption, custody in the case of deceased, missing parents or deprived of parental rights. If there is no document confirming the kinship, even if the surname of the parents and minor child are the same, the child may be denied transportation.

6.1.13. Conditions for transportation of under-age children accompanied by one parent without the consent of the second parent outside the Republic of Kazakhstan:

When departing for permanent place of residence of the citizens of the Republic of Kazakhstan under the age of eighteen, together with one parent (guardian, trustee) a notarized consent of the other parent residing in the territory of the Republic of Kazakhstan is required. In this case, a notarized statement from the parent living in the Republic of Kazakhstan stating that he/she has no objection to the departure shall be submitted. No such consent is required from a parent who has been deprived of parental rights and therefore is not entitled to child support. Instead of it, it is necessary to present a binding court judgment on the deprivation of parental rights. In the absence of the consent of one of the parents, departure of under-age child for permanent residence outside the Republic of Kazakhstan may be permitted in a judicial proceeding.

If the second parent lives in the territory of another state, consent for permanent departure is not required. To confirm the fact of residence of the second parent within the territory of another state, a notarized copy of the passport of the second parent, with the page with the registration or other document confirming the place of residence of the second parent in another country, shall be submitted to the Migration Service.

6.1.14. Conditions for transportation of under-age children accompanied by adult persons not being the parents, guardians, or custodians

When traveling within the Republic of Kazakhstan, a passenger who is not the child's legal representative (parent, guardian, custodian) presents a document for the right to accompany the child - a notarized Power of Attorney.

In the case of international carriage, a notarized consent of parents, adoptive parents, guardians or custodians is required for the departure of minor citizen of the Republic of Kazakhstan, indicating the period of departure and the state (states) which he/she intends to visit.

ARTICLE 6.2. PROCEDURE FOR CHANGING OF PARTICULARS IN THE RESERVATION

6.2.1. Airline tickets are issued on the basis of details of the passenger's identity document. A passenger is not allowed for transportation if the spelling of his name and/or surname on the ticket does not match the spelling on the document presented at check-in.

6.2.2. If there are mistakes in the spelling of the passenger's name and/or surname by the passenger operations sales agent, discretionary correction of the passenger's name and/or surname without prior agreement with the Airline is prohibited. The correction of passenger data in the reservation issued by the passenger operations sales agent is made in the manner and in accordance with the approved "Technology for the passenger's name correction of the SCAT Airline JSC".

6.2.3. When buying a ticket on the Airline's website www.scat.kz, passenger is fully responsible for the correct spelling of the surname and/or first name and the correct entry of passport data. In case of an error when entering personal data, a passenger should apply to the Airline in advance to the e-mail address websales@scat.kz or scat@scat.kz in order to make adjustments to the ticket, otherwise the passenger will not be allowed to the flight.

6.2.4. When purchasing air tickets on third-party online resources (websites), a passenger (Client) is responsible for the accuracy of the entered information and personal data. If there are any errors or inaccuracies during the reservation process, a passenger/Client should make a request to this online resource. The correction of passenger data in the ticket issued on a third-party online resource is made in accordance with the procedure and in accordance with the approved "Technology for the passenger's name correction of the SCAT Airline JSC".

6.2.5. If a passenger/Client makes errors in choosing a flight and/or dates of transportation, a passenger operations sales agent shall perform voiding or ticket refund, and issue the new carriage. It is allowed to make the ticket voiding operation on the day of sale within 3 hours after completing the booking, without deduction of fees. Within 3 hours after making reservation, during check-in, on the day of departure and/or after the departure the ticket is refunded and reissued in accordance with the Airline rules withholding all charges determined by the fare rules.

ARTICLE 6.3. TICKET VALIDITY

6.3.1. A passenger is admitted for transportation upon presentation of a duly issued passenger ticket if there is a confirmed reservation in the Airline's inventory system and containing:

subject to availability of electronic passenger ticket – relevant electronic flight coupon with the "O" reflected status (OPEN FOR USE).

6.3.2. A passenger having electronic passenger ticket is not allowed for transportation if the corresponding e-coupon has any status other than "O" (OPEN FOR USE).

6.3.3. The changes to the ticket are made by the Airline with the consent of a passenger, or a passenger operations sales agent with the consent of the Airline and passenger in accordance with the conditions of fare application.

6.3.4. The carriage of passengers, baggage and cargo performed by different carriers / modes of transport under one transportation document with participation of SCAT Airlines JSC is regulated by agreements between the SCAT Airline JSC and other Carriers involved in the transportation process.

6.3.5. The period of validity of the obligation of carriage for a ticket at a normal fare is one year and calculated from the date the ticket is issued, if the carriage has not started, and from the date the carriage begins, if the carriage has started. The period of validity of the obligation to transport at special rates is determined by the passenger airlift contract, in accordance with the conditions of fare application. Whether a fare is assigned to normal or special fares is determined by the Airline's fare rules.

6.3.6. If the validity of a passenger ticket issued at a special fare has expired for carriage, it is allowed to make a voluntary exchange of carriage with a surcharge to a higher fare, unless otherwise stipulated by the fare rules. And the validity of a newly issued passenger ticket is calculated from the date of departure on the first flight coupon of the originally issued ticket, if the carriage has started, or from the date of the original ticket, if no flight coupons were used. The extra pay is calculated from the point of the beginning of transportation and in accordance with the applied special fare rules, unless otherwise provided by the rules of such a fare.

6.3.7. Each flight coupon of a ticket is valid for the carriage of passenger between the points indicated in it in the appropriate class of service.

6.3.8. If a passenger ticket is issued with an open date of return departure, the reservation of passenger seat on board the aircraft for the declared departure date is made subject to availability of seats in this booking class within the validity period of the passenger ticket.

6.3.9. Irrespective of the type of applied fare, and unless otherwise stipulated by the applied fare rules, validity period of the unused ticket for refund is set at 1 year.

- On a completely unused ticket – from the date of carriage sale;
- On a partially used airline ticket – from the date of commencement of carriage specified in the originally issued ticket.

The application for refund of the unused ticket or its part is accepted by the Airline during the validity period of the document, but not later than 30 calendar days upon the expiration of this period.

6.3.10. The ticket validity is prolonged till the nearest Airline flight with an available seat in the class of service corresponding to the initially paid fare, if the passenger was not able to take a flight during the validity period of the ticket in case of:

- 1) Cancellation or delay of the flight indicated on the ticket;
- 2) Failure of the aircraft to land at the airport indicated on the ticket;

- 3) Failed departure of the passenger due to the inability to provide him/her with a seat for the flight and date indicated on the ticket;
- 4) Return of an aircraft that failed to make a flight to the airport (point) of departure;
- 5) Replacing the type of aircraft specified in the schedule;
- 6) Failure to provide service in the class indicated on the ticket;
- 7) Flight breakup due to forced landing of the aircraft;
- 8) Passenger refusal of the flight or onwards flights due to a delay in departure caused by inspection;
- 9) Incorrectly issued airline ticket.

6.3.11. If a passenger having a ticket for transportation, applies for a seat reservation, and the Airline is unable to provide a seat during the validity period of the ticket, the validity period of such ticket is prolonged until the nearest flight of the Airline with an available seat in the class of service corresponding to the initially paid fare. In case of passenger's disagreement, a passenger receives a refund according to the fare conditions.

6.3.12. If the passenger was not able to complete the flight out during the validity period of ticket due to his illness or illness of his family member accompanying him on the aircraft, the validity of such a ticket is extended until the date on which, according to medical opinion, he or a member of his family will be able to take a flight, or after that date until the next available flight with seats in the class of service corresponding to the initially paid fare, but not more than for 30 days. In these cases, validity of the tickets for family members accompanying the sick passenger is extended for the same period.

6.3.13. The refund of payments on fully or partially unused miscellaneous charges orders, electronic miscellaneous document EMD is made within one year from the date of execution of the miscellaneous charges order, electronic miscellaneous document EMD, if there are no other restrictions established by the Airline. A receipt for the payment of excess baggage and/or the miscellaneous charges order in paper forms, lost by the passenger, are not restored, duplicates are not issued. An application for refund of unused EMD or MCO or a part thereof shall be accepted by the Airline within the validity period of the document, but not later than 30 calendar days upon expiration of this period.

CHAPTER 7. TRANSPORTATION OF CERTAIN CATEGORIES OF PASSENGERS**ARTICLE 7.1. TRANSPORTATION OF ACCOMPANIED CHILDREN**

7.1.1. The child's age is addressed at the starting date of transportation from the starting point of departure indicated in the traffic document. Airline or the passenger operations sales agent shall indicate a date of birth on the passenger ticket and on the booking issued for the child.

7.1.2. A document confirming the age of the child shall be presented when handling a passenger ticket and during the check-in procedure.

In case of a discrepancy between the actual age of the child and the age on the ticket, Airline has the right to deny transportation or require a new ticket with a discount corresponding to the actual age of a child.

7.1.3. For each child, including children under 2 years old (up to the age of 2), not occupying a seat, a separate ticket is issued. The handling of transportation of children under 2 years old (up to the age of 2 years) is performed in the same reservation with an accompanying adult passenger.

7.1.4. The transportation of children under 12 years of age (under 12 years) on international routes and under 15 years of age (under 15 years) on domestic routes (within Kazakhstan) is allowed only if there is a confirmed reservation on all route segments, and upon a special SSR request confirmed by the Airline.

7.1.5. The reservation of available capacity for transportation of the child from 2 to 12 years old (under 12 years) on international routes and from 2 to 15 years old (under 15 years) on routes within Kazakhstan is made in the same cabin as for the adult passenger accompanying the child.

7.1.6. It is advisable to perform the handling carriage of children from 2 to 12 years old (up to 12 years of age) on international routes and from 2 to 15 years old (up to 15 years of age) on the routes within Kazakhstan in one booking with accompanying person in one booking class. In case two different reservations are created for a child and accompanying person, passenger operations sales agent shall necessarily indicate the information about accompanying person (reservation number and airline ticket number) in both reservations as a remark or an OSI element.

7.1.7. The under-age passengers under 6 years of age (under 6 years) are carried only in the company of an adult passenger.

7.1.8. A child shall travel in the company of a passenger 18 years of age or older (parent, guardian or their authorized representative), who, in accordance with the legislation of the Republic of Kazakhstan, has acquired full legal capacity, able to be responsible for him/her at all stages of the journey, including the change of gauge/ flights, registration formalities, customs and border clearance, etc. The parents (adoptive parents, guardians or custodians) or a person accompanying the child are responsible for complying with the laws of the country from or into whose territory the transportation takes place.

7.1.9. Each adult passenger has the right to carry only one infant with him/her without providing an individual seat. The second, third and other children traveling with a passenger are carried on tickets with payment according to fare rules and provision of individual seat.

7.1.10. Newborn children are not allowed to be transported within 7 calendar days after birth.

**ARTICLE 7.10.2. CONDITIONS OF TRANSPORTATION OF THE ACCOMPANIED
CHILDREN BY IAL (OUTSIDE THE REPUBLIC OF KAZAKHSTAN)**

7.10.2.1. No fee is charged for the transportation of one minor under 2 years of age (under 2 years) on international flights, who does not occupy individual seat and accompanied by an adult passenger.

7.10.2.2. If the minor passengers under 2 years of age (under 2 years) are carried by international flight with provision of individual seat, 50 percent of the relevant fare for an accompanying adult passenger is paid for his/her carriage.

7.10.2.3. For the carriage by one adult passenger of a second and subsequent minor under 2 years of age (under 2 years), with the provision of a separate seat by international flight, 50 percent of the applicable regular or special fare of accompanying adult passenger is paid.

7.10.2.4. For the carriage of each minor aged from 2 to 12 years (under 12 years of age) accompanied by an adult passenger by international flight, 50 percent of the applicable or special fare of the accompanying adult passenger is paid.

7.10.2.5. The children under 2 years of age travelling to point of destination free of charge are not entitled to free luggage allowance and individual seat in the cabin.

**ARTICLE 7.10.3. CONDITIONS OF TRANSPORTATION OF ACCOMPANIED
CHILDREN BY DOMESTIC LINES (WITHIN THE REPUBLIC OF KAZAKHSTAN)**

7.10.3.1. In domestic air service, a passenger carries one minor under the age of 2 years old (under 2 years) free of charge, without providing an individual seat.

7.10.3.2. If a minor under 2 years of age (under 2 years) is carried by domestic flight with providing an individual seat, 50 percent of the applicable fare for the accompanying adult passenger is paid for his/her carriage.

Other minors, accompanying a passenger from 2 to 15 years of age (under 15 years), by domestic flights are carried on tickets with payment of 50 percent of standard fare and provision of individual seat.

7.10.3.3. The passenger is entitled to purchase a ticket for minor children at an appropriate special fare at a reduced price, for which there are no child discounts, unless the fare rules stipulate otherwise.

7.1.3.4. Irrespective of age, each underage passenger for whom 50 percent of the applicable specific class of service is paid for transportation is given an individual seat.

7.1.3.5. Irrespective of age, each underage passenger must be issued an individual electronic ticket.

7.10.3. 6. The transportation of minor children is allowed only if there is a confirmed reservation on all route segments, and with a specific request from SSR confirmed by the Airline.

7.10.3.7. When boarding is announced, unaccompanied minors and passengers with children are invited in advance by authorized agents.

ARTICLE 7.2. TRANSPORTATION OF UNACCOMPANIED CHILDREN FROM 6 TO 16 YEARS OLD

7.2.1. The children on domestic and international flights between 6 and 16 years of age (under 16 years) who travel without parents and are not entrusted to any of the passengers are transported as unaccompanied minor passengers. The children under 6 years of age are carried only when accompanied by an adult passenger.

7.2.2. The transportation of unaccompanied children is permitted only when there is a confirmed reservation on all route segments and upon a SSR special request confirmed by the Airline: UMNR and SSR: CHLD.

7.2.3. An unaccompanied child should have on hand the duly issued exit/entry documents and other documents required by the law of the country to the territory from or through which the transportation will be performed. The parents (adoptive parents, guardians or custodians) or the person accompanying the child are responsible for complying with the laws of the country from or into whose territory the transportation takes place. The legislation of states may contain restrictions on independent relocation of a child until he or she reaches the full legal age. When planning an independent travel of under-age child, it is necessary to clarify in the embassy or consulate the requirements of the legislation of the country from the territory to or through the territory of which the carriage is performed.

7.2.4. The carriage of unaccompanied child is performed only after the parents, adoptive parents, guardians or custodians complete the application form "Agreement on the carriage of an unaccompanied child and the Custody Agreement" at the Airline's representative offices or at the check-in desk.

For the international traffic, availability of notarized statement of consent of the parents, adoptive parents, guardians or custodians for the departure of a minor citizen of the Republic of Kazakhstan, indicating the period of departure and the state (states) which (they) intend to visit is additionally required in addition to the passport, "Agreement on the carriage of an unaccompanied child and the Custody Agreement".

7.2.5. The parents (adoptive parents, guardians) or custodians complete the application form "Agreement on the carriage of an unaccompanied child and the Custody Agreement", where details of the departure/arrival, accompanying/meeting person, addresses, phone numbers, details of the flight are indicated. To fill out the application form, it is necessary to present a document certifying the identity of applicant and a document certifying the relationship between the child and the applicant (certificate of birth, adoption, document confirming the establishment of custody or guardianship).

7.2.6. If the accompanying person is not the child's parent (adoptive parent, guardian or trustee), for transportation within Kazakhstan, in order to execute the "Agreement on the carriage of an unaccompanied child and the Custody Agreement," a notarized letter of consent of parents (adoptive parents, guardians) or guardians, allowing the person accompanying the minor citizen to submit any applications, receive any documents, sign and perform all actions and formalities, indicating the date of departure and the city (cities) which (they) the child intends to visit is required.

For the international traffic, a notarized statement of the consent of parents, adoptive parents, guardians or custodians for the departure of under-age citizen of the Republic of Kazakhstan,

indicating the period of departure and the state (states) which he /she intends to visit is required additionally.

7.2.7. The unaccompanied minors are not accepted for transportation between 11 p.m. and 6 a.m., in accordance with Article 36, Clause 5 Republic of Kazakhstan Law dated August 08, 2002 "On the Rights of the Child in the Republic of Kazakhstan". A ticket for an unaccompanied child may be issued for flights operated by the Airline provided that arrival at the destination point is no later than 11 p.m. and no earlier than 06 a.m., and an unaccompanied child may not be on board the flight if it takes place at night from 11 p.m. to 06 a.m.

7.2.8.B The year of birth of the child shall be indicated on the passenger ticket and on the reservation. The person accompanying child shall present a document confirming the child's age - birth certificate - to the airline when purchasing the ticket and at check-in. The age of an unaccompanied child is determined on the date of carriage commencement from the airport of departure. The airline has the right to check the age of a child.

7.2.9. The unaccompanied minor aged 6 to 15 years (under 15 years) on domestic routes (within the Republic of Kazakhstan) is charged 50% of the complete normal or special fare, if there are no special conditions of this fare application.

7.2.10. An unaccompanied child aged 15 to 16 years (under 16 years) is charged 100% of the complete normal or special fare for transportation on domestic routes (within the Republic of Kazakhstan), unless there are no special conditions for applying this fare.

7.2.11. An unaccompanied child aged 6 to 12 years (under 12 years) on international routes is charged 67% of the complete normal or special fare, if there are no special conditions of application of this fare.

7.2.12. An unaccompanied child aged 12 to 16 years (under 16 years) on international routes is charged 100% of the complete normal or special fare, if there are no special conditions of application of this fare.

7.2.13. A passenger is entitled to purchase a ticket for minor children at a special reduced price fare, which does not provide discounts for children, unless the fare rules stipulate otherwise.

7.2.14. The transportation of unaccompanied children is performed only on regular flights of the SCAT Airline JSC, by direct route. The unaccompanied children are not allowed on transfer flights.

7.2.15. A child is admitted for transportation if:

- Parents/guardians or their legal representatives take a child to the airport in time to check in and complete all necessary formalities and stay at the airport until the aircraft takes off;
- Parents/guardians or their legal representatives arrive at the airport to meet the child at the actual time of arrival of the flight;
- A child travels a one-way or round-trip direct route.
- The transportation of an unaccompanied child is paid in accordance with applicable rules and fares.
- Parents/guardians or their legal representatives have provided all the necessary documents to present to the appropriate competent authorities.

- There is a confirmed reservation and a confirmed SSR request for the entire itinerary.

7.2.16. Each unaccompanied child is given an individual seat and allowed free luggage allowance at the rate established by the rules of the applied fare.

7.2.17. The ticketing for direct flights of the Airline is performed by passenger air transportation sales agents, representatives of the Airline.

7.2.18. The reservation and handling the carriage of an unaccompanied child is not allowed at the Airline's website.

7.2.19. The reservation of unaccompanied child transportation is made 5 calendar days before flight departure.

7.2.20. When entering data in the name field for an unaccompanied child under the age of 16 (under 16), it needs to indicate the status of "UMNR" or "MSTR" (for a boy), "MS" or "MISS" (for a girl). For an unaccompanied child under 16 years of age, a confirmed SSR message is a prerequisite for transportation: SSR: UMNR and SSR: CHLD in the reservation. The handling of transportation is performed in accordance with the "Technology of service and the rules of transportation of unaccompanied children on the SCAT Airline JSC flights".

7.2.21. The check-in of unaccompanied children is carried out only at the check-in desk at the airport in the presence of the child's parent (guardian). There is no online check-in of the unaccompanied children.

7.2.22. An unaccompanied child is boarded on board an aircraft by the Airline representative or authorized agent before the boarding and handed over under direct supervision of in-charge flight attendant. On arrival of flight to the point of destination, the Airline's representative or authorized agent meets an unaccompanied child, takes the accompanying documents from the flight attendant, accompanies the child and hands him or her and the documents to the meeting person.

7.2.23. When transporting unaccompanied children, Airline's representatives/authorized agents and flight attendants ensure constant supervision of an unaccompanied child immediately upon taking him/her from the parents, until a child is handed over to the meeting persons at the destination point.

7.2.24. Airline reserves the right to deny carriage of unaccompanied children in case of non-compliance with the relevant rules for transportation of unaccompanied children.

7.2.25. The transportation of an unaccompanied child is performed in accordance with the "Technology of service and the rules of transportation of unaccompanied children on the SCAT Airline JSC flights".

7.2.26. For providing the service of accompanying children aged from 6 to 16 years old traveling unaccompanied by an adult passenger under the carrier's supervision, the Air company or service organization may charge an additional UMNR FEE.

The procedure for collection and processing of UMNR FEE fee is regulated by the Air company's regulatory documents.

The UMNR FEE displayed in the reservation systems under the 0B0 UMNR INTERNATIONAL and 0BH UMNR DOMESTIC codes is collected on the electronic MCO (EMD) or receipt of various charges in the currency of the country of transportation at the exchange rate on the day of payment when issuing a ticket. The

MCO or EMD Passenger Coupon is handed to the passenger and presented at check-in with other documents.

In case of no technical possibility to process UMNR FEE fee in global distribution systems when issuing a ticket, UMNR FEE is collected immediately before departure at the Airline's representative office.

The child accompany service fee is charged for a one-way flight to the destination. For round-trip flights, the fee is doubled.

In case the transportation is not used entirely or partially, the UMNR FEE is refundable taking the actually unused parts of the transportation into account.

When reissuing an air ticket, the original MCO is accepted for return and a new MCO is issued, the EMD is reissued for a new date

ARTICLE 7.3. TRANSPORTATION OF UNACCOMPANIED MINORS FROM 16 TO 18 YEARS OLD

7.3.1. The minors independently enter into the air carriage agreement with the consent of their legal representatives (consent shall be notarized), otherwise the presence of parents, adoptive parents,

guardians at the conclusion of air carriage agreement is required. The form of such consent shall conform to the form established by law for a transaction performed by a minor.

7.3.2. The children from 16 years old to 18 years old (until 18 years of age) are allowed to travel within the Republic of Kazakhstan unaccompanied as an adult passenger MR, MRS with a passport or ID card, provided that they arrive at their destination no later than 23.00 and no earlier than 06.00 am. The availability of notarized statement of the consent of the parents, adoptive parents, guardians or custodians for transportation and "Agreement on the carriage of an unaccompanied child and the Custody Agreement" are not required for transportation of minors from 16 to 18 years old (up to the age of 18) within the Republic of Kazakhstan.

For the international traffic, in addition to the passport of children from 16 to 18 years (until the age of 18) a notarized statement of the consent of parents, adoptive parents, guardians or custodians for the departure of minor citizen of the Republic of Kazakhstan, indicating the period of departure and the country (countries) which he/she intends to visit is required.

The legislation of states may contain restrictions on independent relocation of a child until he or she reaches the full legal age. When planning an independent travel of a minor child it is necessary to clarify with the embassy or consulate the requirements of the legislation of the country from the territory to or through the territory of which the transportation is carried out.

7.3.3. The minors are not allowed for transportation between 11 p.m. and 6 a.m., in accordance with Article 36, paragraph 5, Republic of Kazakhstan Law dated August 08, 2002 "On the Rights of the Child in the Republic of Kazakhstan". A ticket for a minor between 16 and 18 years old (under 18 years old) can be issued for the Airline flights if he/she arrives to the destination point no later than 23.00 and no earlier than 06.00 a.m.

7.3.4. The minors shall have on hand the duly issued exit/entry documents and other documents required by the law of the country to, from or through the territory to be transported.

7.3.5. A minor aged 16 to 18 (under 18) is issued a ticket at an affordable adult fare.

7.3.6. When entering data in the name field for a minor age 16 to 18 (before he/she is 18), it is necessary to indicate the status of "MR" or "MRS. The handling of transportation is performed accordance with the "Technology of service and the rules of transportation of unaccompanied children on the SCAT Airline JSC flights".

ARTICLE 7.4. TRANSPORTATION OF INCAPACITATED PASSENGERS, MEDICAL PASSENGERS

ARTICLE 7.4.1. GENERAL PROVISIONS

7.4.1.1. It is the passenger's responsibility to determine the possibility to use air traffic on the basis of health status.

7.4.1.2. The passenger will not be required to sign a document assuming responsibility for any damage or death that may occur during the flight.

7.4.1.3. These categories of passengers are identified in the reservation system by AIRIMP standard special service codes.

- WCHR – sick or passengers with disabilities who are able to board the plane and walk to their seat, but who require a wheelchair on the section from/to the plane.
- WCHS - sick or disabled passengers who need a wheelchair on the section from/to the plane, who need to be lifted/lowered down the ramp, but the passenger can reach the seat in the cabin on his/her own.
- WCHC – sick or passengers with disabilities who require a wheelchair if the passenger is not able to move around independently. Requires a wheelchair to/from plane, passenger must be lifted up and down the gangway and taken to a seat on the plane.
- DEAF – a passenger is hard of hearing/deaf. Additionally indicated whether or not accompanied by a guide dog.
- BLND – visually impaired / blind passenger. Additionally indicated whether or not accompanied by a guide dog.
- MEDA – medical case (medical examination is required). Not applicable for passengers with limited mobility who require special services.
- DPNA a passenger with a mental or intellectual disability
- OXYG a passenger needs oxygen for medical purposes during flight

7.4.1.4. Airline may deny carriage or further flight of a passenger if the passenger's health condition could endanger the safety of other passengers and their property, the aircraft or the crew. Airline may deny carriage, cancel a reservation or remove passengers from the flight for health reasons:

- who have tickets in their hands without a confirmed reservation, there is no agreement on the provision of special services along the entire route of transportation;
- if, for technical or medical reasons, it is impossible to perform the services required by the passenger on board the aircraft, at the airport of departure and/or destination;
- who may become a source of infection or inconvenience to other passengers;
- whose transportation, even with precautions taken, can cause danger to themselves or others and to property;
- if the passenger with special indications (MEDA category) does not have a medical certificate;
- unable to take care of themselves without outside help (in the absence of an accompanying person).

7.4.1.5. The number of passengers with disabilities, including those with reduced mobility, on the flight should not exceed the number of cabin crew (in-charge flight attendant) necessary to assist these passengers in case of evacuation from the aircraft.

7.4.1.6. Airline has the right to refuse to carry a passenger with disabilities or medical passenger, if during the flight he/she needs special equipment and appliances that do not have the appropriate certificates for use on board the aircraft.

In case of denial of transportation of medical or passenger with disabilities at the initial or transfer point, the Airline informs the original carrier and other carriers on the route, indicating the reason for refusal and actions to be taken.

7.4.1.7. The boarding of medical passengers, passengers with disabilities and their accompanying persons should be carried out before boarding of other passengers. The medical passengers, disabled passengers and accompanying persons are deplaning last.

7.4.1.8. The accommodation of medical and disabled passengers on board is carried out on seats determined for each aircraft type of the Airline in accordance with the applicable regulatory documents of the Airline. It is not allowed to place sick passengers, passengers with disabilities, as well as passengers with limited mobility due to medical, age or other obvious indicators on the seats next to the emergency exits.

When accommodating medical passengers, passengers with disabilities in the cabin shall take into account the specifics of transportation. The seats that will be assigned for them should:

- Not interfere in case of emergency situation;
- Not prevent free access to emergency exits.

The accompanying persons are given seats next to medical passengers, passengers with disabilities.

ARTICLE 7.4.2. RESERVATION OF THE CARRIAGE OF PASSENGERS WITH DISABILITIES, MEDICAL PASSENGERS

7.4.2.1. For booking and conclusion of air carriage agreement, passengers with disabilities, sick passengers may contact the representative office or the passenger air transportation sales agent directly at the points of sale of air transportation or by phone or email, or make a reservation for passenger seat and available capacity independently online.

7.4.2.2. In order to ensure appropriate conditions of air transportation, when making a reservation, passengers shall inform about their disabilities, as well as about the size, weight and other characteristics of individual means of transportation (including the availability and technical characteristics of batteries) carried on board the aircraft.

7.4.2.3. The technological procedures of carriage reservation are carried out in accordance with the instructions of work with the relevant reservation system.

7.4.2.4. The result of the notification is the creation of special SSR request in the booking by the Airline or a passenger operations sales agent.

The transportation of disabled and medical passengers is performed by prior agreement with the airline with a confirmed reservation and confirmed SSR special request. If a disabled passenger travels by transfer, a special SSR request is created for each flight leg.

7.4.2.5. When booking transportation in agencies, representative offices of the Airline, passenger notifies the passenger operations sales agent of any physical dysfunction for the subsequent entry of special request SSR information into reservation systems.

7.4.2.6. When booking transportation on the Airline's website, the passenger shall notify the Airline of physical dysfunction by sending a written notice to the e-mail address websales@scat.kz or by contacting the Airline's Client Support Center for subsequent entry by the Airline's employee of information about special request SSR to the reservation systems.

7.4.2.7. With the view of arranging the transportation of a passenger with reduced mobility, a passenger accompanied by a guide dog, a passenger with an infectious disease, prepare the necessary equipment and means of assistance, it is recommended that an SSR element for the carriage of such a passenger be added to the passenger air transportation sales agent's reservation as soon as possible, no later than 5 calendar days before the flight departure. The ticket issuance is made only after receiving confirmation of a special request from the Airline with confirmed reservation.

7.4.2.8. A medical certificate is required for those passengers who require special assistance at the airport of departure/arrival, on board the aircraft. A medical certificate certifies that the medical passenger is able to take a flight without danger to his or her health and that no special medical care is required during the flight. The issued certificate shall be valid on the date of departure. In case of a serious deterioration of health during the period of medical certificate validity for a particular flight, a new certificate is required. The medical passengers with diseases which are contraindicated for air transportation according to a medical report, are not allowed for transportation.

7.4.2.9. A passenger operations sales agent when making a reservation and conclusion of air carriage agreement shall provide passengers with information:

- On the documents required;
- On the services provided at the airport;
- On services rendered by the Airline on board an aircraft;
- On procedures for air transportation and issuance of individual means of transportation used by passengers.

ARTICLE 7.4.3. CONDITIONS OF TRANSPORTATION OF THE PASSENGERS WITH DISABILITIES, MEDICAL PASSENGERS.

7.4.3.1. The passengers in wheelchairs are transported with an accompanying person or unaccompanied under the supervision of the Airline, with the Airline's confirmation of the reservation.

7.4.3.2. The passengers with impaired vision (hearing) are transported with an accompanying person or in the company of a guide dog or unaccompanied under the supervision of the airline in agreement with the airline upon the confirmed reservation.

7.4.3.3. Airline does not perform a carriage of patient on a stretcher due to the lack of technical capacity of the aircraft.

7.4.3.4. The transportation of MEDA sick passenger is possible only on condition of presenting a medical report signed by a doctor, containing authorization for transportation by air transport and indicating special requirements for the conditions of transportation of such a passenger, and also provided that the Airline can ensure compliance with such special requirements during transportation. MEDA category passengers who require special assistance at the airport of departure/arrival are carried on board the aircraft with an accompanying person.

7.4.3.5. The transportation of passenger recognized incompetent by a court is performed at the request of parents, adoptive parents or guardians and accompanied by an adult passenger who is able to ensure the safety of an incapacitated passenger and the safety of other people, as agreed upon with the airline in case of a confirmed reservation.

7.4.3.6. A child with disabilities under the age of 18 years (under 18 years) is allowed for transportation only with an accompanying person (parent / guardian or legal representative) with the Airline's consent upon confirmed reservation.

7.4.3.7. A person with mental disabilities is allowed for transportation only if accompanied by a person with sufficient physical strength and prepared to use, if necessary, measures to influence the accompanied person. The transportation is carried out by agreement with the Airline only with a confirmed reservation.

7.4.3.8. The availability of an attendant to take care of the passenger during the flight, is required for a passenger with mental development/intellectual impairment who has difficulty understanding crew instructions, navigating their surroundings, controlling their behavior, needs constant supervision and care, medical assistance, hygiene and toilet manipulation. The transportation is carried out by agreement with the Airline only with a confirmed reservation.

7.4.3.9. The passengers who are capable of self-care, including independent movement, particularly with the help of auxiliary technical means and/or with minor help from other persons, to communicate, to orientate, to understand instructions and recommendations of crew members, are accepted for carriage unaccompanied by agreement with the Airline upon confirmed reservation. If there is no accompanying person specified in the booking at the check-in stage, in cases when the availability of an accompanying person is compulsory, a passenger is not accepted for transportation.

7.4.3.10. To ensure the on-time implementation of services upon request, passengers with disabilities and persons with reduced mobility should arrive at the airport of departure well in advance, in time for check-in.

7.4.3.11. When transporting the physically challenged people and people with limited mobility, an authorized agent or representative of the Airline accompanies them to/from the aircraft(s).

7.4.3.12. The boarding of medical passengers (physically disabled persons) and their accompanying persons should be carried out before boarding of the major part of passengers.

7.4.3.13. The landing of medical passengers (physically disabled persons) and persons accompanying them is made last.

7.4.3.14. For the medical passengers and physically disabled passengers, medicines, wheelchair, crutches are carried free of charge and are not included in the free baggage allowance. The folding wheelchairs used by passengers whose weight and dimensions allow placing them safely in the cabin on a shelf above the passenger seat or under the seat of the forward passenger seat shall be allowed in the passenger cabin.

7.4.3.15. The medical supplies and medicines, vital to the passenger and carried by him/her as carry-on luggage, shall comply with regulations on the dimensions of hand luggage and be accompanied by medical documentation and an appropriate physician's certificate confirming the passenger's need to use these items.

7.4.3.16. Airline ensures that persons with disabilities and people with low mobility and passengers with children with autism are served by flight attendants who have practical skills in

communication and safe assistance on board the aircraft, including: accommodation, information service, assistance in complying with aviation safety rules, catering, first aid treatment in flight.

ARTICLE 7.4.4. FEATURES OF TRANSPORTATION OF THE PASSENGERS WITH INFANTILE AUTISM, ASPERGER'S SYNDROME, ATYPICAL AUTISM

* 7.4.4.1. The advance reservation of passengers with infantile autism, Asperger's syndrome, atypical autism is a compulsory condition for transportation.

7.4.4.2. For the carriage of passengers with infantile autism, Asperger's syndrome, atypical autism, after the corresponding check-in procedures, representative of the Airline or an authorized agent accompanies them to the aircraft.

7.4.4.3. The boarding of passengers with childhood autism, Asperger's syndrome, atypical autism and accompanying persons on board the aircraft is carried out first before the announcement of boarding the major part of the passengers, and the landing is made last.

7.4.4.4. To confirm a diagnosis of infantile autism, Asperger's syndrome, atypical autism, conclusion of the medical advisory commission approved by Order of the Acting Minister of Health of the Republic of Kazakhstan dated October 30, 2020 No. KP ДСМ -175/2020 "On Approval of Record Forms in Health Care" (registered in the Register of State Registration of Regulatory Legal Acts No. 21579) form No. 026/y.

ARTICLE 7.4.5. FEATURES OF TRANSPORTATION OF THE VISUALLY IMPAIRED AND BLIND PASSENGERS

7.4.5.1. A passenger with impaired vision may be carried with a companion, accompanied by a guide dog, or without accompanying person under the supervision of the Airline.

7.4.5.2. The advance reservation for transportation of passengers with impaired vision is a compulsory condition for transportation.

7.4.5.3. The transportation of visually impaired passengers accompanied by a guide-dog can be performed upon presentation to the Airline or an authorized agent of a document confirming the disablement diagnosis of this passenger, a veterinary certificate and a certificate of special training must be presented for the guide dog.

7.4.5.4. A guide dog traveling with a blind or visually impaired passenger is allowed to be carried free of charge in the passenger cabin of aircraft in excess of the free baggage allowance.

7.4.5.5. The guide dogs traveling with a visually impaired passenger are transported without a cage. A guide dog shall have a collar and muzzle and be tied to the seat at the feet of the passenger who is being escorted.

7.4.5.6. The boarding of visually impaired or blind passengers is performed first before the announcement of boarding of the major part of passengers and the deplaning from the aircraft last.

ARTICLE 7.4.6. FEATURES OF THE TRANSPORTATION OF HEARING-IMPAIRED AND DEAF PASSENGERS

7.4.6.1. The hearing-impaired passenger may be carried with an accompanying person or accompanied by a guide dog, or without an accompanying person under the Airline's supervision.

7.4.6.2. The advance reservation of the transportation of hearing-impaired passengers is a compulsory condition of carriage.

7.4.6.3. The transportation of hearing-impaired or hearing-impaired passengers accompanied by a guide-dog can be performed upon presentation to the Airline or an authorized agent of a document confirming the date of disability confirmation of this passenger, a veterinary certificate and a certificate of special training shall be presented for the guide dog.

7.4.6.4. A guide dog is allowed to be carried free of charge in the passenger cabin of an aircraft in excess of free baggage allowance. The guide dogs traveling with a visually/hearing impaired passenger are transported without a cage. A guide dog shall have a collar and muzzle and be tied to a seat at the feet of the passenger it accompanies.

7.4.6.5. The hearing-impaired and deaf passengers are boarded first before the major part of passengers are announced for boarding, and deplaning the aircraft last.

ARTICLE 7.4.7. FEATURES OF TRANSPORTATION OF PASSENGERS IN WHEELCHAIRS

7.4.7.1. The passengers in wheelchairs who are able to move on their own in the aircraft cabin (WCHR, WCHS category) may be transported either with or without an accompanying person under the supervision of the Airline.

7.4.7.2. The advanced reservation of the transportation of passengers with reduced mobility is a compulsory condition for transportation.

7.4.7.3. At the check-in, a passenger in a wheelchair of the WCHR, WCHS category is provided with a seat specifically designated for this category of passenger on board the aircraft, depending on the aircraft layout and marked with appropriate markings.

For the comfortable accommodation of a passenger with disability, subject to availability, the adjacent seat is left vacant. The accompanying passenger is given a seat at check-in in close proximity to the accompanied passenger with disability.

7.4.7.4. A wheelchair is carried in the luggage compartment of an aircraft, free of charge, in excess of the established norm of free baggage allowance. The wheelchair shall be foldable and not oversized (when folded): 1500*500

The arrangement of services for passengers in wheelchairs is performed through airport medical offices, delivery on board and from the plane to the airport by special transport separately from the other passengers.

7.4.7.5. For transportation of medical passengers in the cabin on board the aircraft special wheelchairs are used, if they are provided by the design of the aircraft and available. Where practicable, special wheelchairs of the airport first-aid point or specialized organizations can be used for passenger transportation to/from the aircraft.

7.4.7.6. Depending on the type of control, there are the following types of wheelchairs. The following coding is used for their designation:

Code	Description
WCBD	Battery-powered wheelchair (on dry batteries)
WCBW	Battery-powered wheelchair (on liquid batteries)
WCMP	Manually operated wheelchair
WCLB	Wheelchair with lithium-ion batteries

7.4.7.7. The wheelchairs powered by electric batteries are accepted for carriage in accordance with IATA and ICAO regulations for transportation of dangerous goods. The power supplies shall be securely attached to the chair, terminals are pre-disconnected and insulated to prevent short circuits. The power supplies should be labeled accordingly. The wet batteries are transported only in an upright position, separately from the wheelchair, in special packaging that prevents leaks. The battery shall be secured separately. It is not allowed to be fastened together with any other cargo or luggage.

7.4.7.8. The aircraft commander shall be informed of the placement of wheelchairs and batteries on board the aircraft.

ARTICLE 7.4.8. FEATURES OF THE TRANSPORTATION OF PASSENGERS WITH MENTAL AND INTELLECTUAL DISABILITIES.

7.4.8.1. The passengers with intellectual and mental disabilities may only be transported accompanied by a specially trained medical staff or an adult relative (at least 18 years old, with sufficient physical strength and training provision of assistance to accompanied person).

7.4.8.2. The advance reservation of transportation is a compulsory condition for transportation. The transportation of passengers with mental and intellectual disabilities is made by prior agreement with the Airline with a confirmed reservation and confirmed SSR special request.

ARTICLE 7.4.9. FEATURES OF THE TRANSPORTATION OF PASSENGERS WITH THE CAST ON THE LEG

7.4.9.1. The passengers with a cast on the leg are accepted for carriage with a companion or without an accompanied person under the supervision of the Airline by agreement with the Airline.

7.4.9.2. The advanced reservation of transportation is a compulsory condition for transportation. The transportation is carried out by prior agreement with the Airline with a confirmed reservation and confirmed SSR special request.

7.4.9.3. The crutches are carried free of charge and not included in the free baggage allowance.

7.4.9.4. The passengers with a cast above the waist occupy one seat in the cabin. The passengers with the whole leg cast need to purchase 2 (Two) extra seats so they can be in a comfortable position with their leg elevated during the flight to reduce swelling. The passengers with a leg plastered to the knee should purchase 1 (One) additional seat. The plastered limbs shall never interfere with free movement in the aisle and access to emergency exits. The cast should be applied

at least 24 hours before the flight since the cabin pressurization may result in the increased swelling of the leg and deformation of the cast.

ARTICLE 7.4.10. TRANSPORTATION OF THE PASSENGERS IN NEED OF MEDICAL OXYGEN MEDICINALLY

7.4.10.1. The advance reservation of the transportation of passengers who have a need for medical oxygen medicinally is a compulsory condition for transportation. The transportation is performed by prior agreement with the Airline with a confirmed reservation and confirmed SSR special request.

7.4.10.2. The reservation and handling the transportation of passenger with oxygen cylinders is made with simultaneous handling of transportation of an accompanying adult person. In order to coordinate oxygen transportation with the Airline, SSR element is added to the reservation.

7.4.10.3. With the view of arranging a transportation of medical passenger or passenger with a disability, preparation of necessary equipment and aids, it is advised that the passenger airline sales agent enter the SSR element of the passenger's carriage into the reservation as early as possible, no later than 5 calendar days before departure.

7.4.10.4. Upon receipt of specified information, Airline informs the passenger within 24 hours of denial of carriage, if it is impossible to provide transportation based on the technical capabilities of the aircraft.

7.4.10.5. If a medical passenger needs oxygen on board medicinally, it is allowed to transport small cylinders with gaseous oxygen weighing up to 5 kg on condition that the patient is accompanied by a companion and the transportation of oxygen has been previously agreed upon with the Airline (special request is confirmed in the reservation (MEDA OXYG)). The cylinders with liquid oxygen are not allowed for transportation. The oxygen cylinder shall be marked and have a number assigned to this equipment. The cylinders, valves and regulators shall be protected against damage that could lead to spontaneous release.

In case of transportation of two or more cylinders a special container with separately fixed cylinders is required. Each cylinder shall have a mask attached. The passenger or accompanying person shall have a corresponding written permit indicating the number of oxygen cylinder and time limits permitting transportation of this equipment in the aircraft cabin. The use of the oxygen cylinder is monitored by an accompanying person.

7.4.10.6. The boarding a passenger with an oxygen cylinder is carried out before boarding the major part of passengers, and the disembarking after the major part of the passengers.

ARTICLE 7.4.11. TRANSPORTATION OF ADVANCED AGE PASSENGERS

If a passenger older than 75 years old requires special care during check-in, departure formalities, and during the flight, he/she shall inform the Airline about it in advance.

ARTICLE 7.4.12. TRANSPORTATION OF PREGNANT WOMEN

7.4.12.1. Pregnant women with gestational age up to 22 weeks are transported without providing a doctor's certificate for the flight.

7.4.12.2. The advanced reservation for a pregnant woman with a period of more than 22 weeks is compulsory condition for transportation.

7.4.12.3. The pregnant women with gestational age of 22 weeks to 34 weeks inclusive for a singleton pregnancy and 22 weeks to 32 weeks inclusive for a multiple pregnancy can be allowed for transportation only if they are in satisfactory health condition, which shall be confirmed by a certificate from a medical organization confirming the pregnancy period and the absence of contraindications for air transportation on the date of a flight indicated on the ticket.

7.4.12.4. The pregnant women with gestational age exceeding 34 weeks for a singleton pregnancy, and not more than 32 weeks for a multiple pregnancy, shall submit an opinion to the medical consultation commission approved by the Order of the acting Minister of Health of the Republic of Kazakhstan dated October 30, 2020 No. KP ДСМ-175/2020 "On Approval of Records Forms in Health Care" (Registered in the Registry of State Registration of Regulatory Legal Acts No. 21579) form № 026/y about the health status, which is allowed with the registration of the medical organization not earlier than 30 calendar days before the commencement of transportation. The medical report indicates the gestational age and provides a confirmation that the pregnancy proceeds without complications, and there are no contraindications to air transportation on the date of the flight indicated on the ticket.

The period of report validity is 30 days.

7.4.12.5. Airline refuses to transport pregnant women, even if they have a conclusion of the medical-consultation commission approved form No. 026/y, if the date of the onset of labour is expected within the next 7 calendar days.

7.4.12.6. The birthing mothers and newborn babies are not allowed to be transported during the first 7 calendar days after birth.

7.4.12.7. For transportation of children born prematurely in multiple gestation, children's parents or accompanying adults shall present a medical certificate for each child which confirms the possibility of transporting the child by air.

ARTICLE 7.4.13. TRANSPORTATION OF THE DEPORTED PASSENGERS AND PASSENGERS EXPELLED FROM THE REPUBLIC OF KAZAKHSTAN DUE TO ADMINISTRATIVE CAUSES

7.4.13.1. The passport, customs and other regulations established in accordance with the laws of the Republic of Kazakhstan shall apply to passengers arriving in or departing from Kazakhstan or travelling in transit/transfer from Kazakhstan, as well as baggage and cargo imported to and exported from Kazakhstan.

7.4.13.2. In the case of passing through border, customs, quarantine, veterinary, phytosanitary and other types of control, passenger and consignor (consignee) shall comply with laws and other regulatory documents, and comply with the requirements of the relevant competent state controlling authorities of the country from (into) or through which the passenger, baggage and cargo are being

transported by air related to the fulfillment of aviation security, customs, quarantine, immigration, veterinary, phytosanitary, as well as currency and other control.

7.4.13.3. The regulation of relationship between state supervisory authorities and passengers, cargo consigner (consignee) arising out of international air transportation of passengers, baggage and cargo comes under the exclusive competence of a passenger, consigner (consignee) and the Airline shall not be liable.

7.4.13.4. A passenger in respect of whom a decision on the undesirability of staying within the Republic of Kazakhstan has been made, shall leave the Republic of Kazakhstan in the manner prescribed by law. A passenger who does not leave the territory of Kazakhstan within the prescribed period is subject to deportation. The deportation consists in forced expulsion of a foreign citizen (stateless person) from the Republic Kazakhstan in case of loss or termination of the legal basis for his further staying (residence) in the Republic of Kazakhstan.

The deportation of foreign nationals is carried out by migration authorities in cooperation with internal affairs agencies as well as with other executive authorities and its territorial authorities within their competence.

7.4.13.5. If the competent government authorities bind over the Airline to return to the airport of departure or another airport the passenger who was denied the entry to the country of destination, transfer or transit, a passenger or the organization that issued the invitation shall reimburse to the Airline all expenses incurred due to such a transportation.

7.4.13.6. A passenger shall also reimburse to the Airline other expenses (penalty payment, bail) incurred by the Airline due to denial of entry of this passenger to the country of destination, transfer or transit. Airline shall have the right to claim damages and apply for payment of the relevant fare and compensation of all expenses related to deportation of this passenger at the request of competent authorities, any amounts paid by the passenger or the passenger's organization for the unused carriage, or any other amounts paid by the passenger or the organization which paid for the transportation and being in the possession of the Airline.

7.4.13.7. Airline has the right to information regarding the reasons for the expulsion as it has a responsibility and obligation to ensure the safety of its passengers, and therefore may:

- Insist that the deportees be accompanied by the representatives of authorized agencies with tickets purchased at the applicable fare;
- Not accept the deportees for transportation on its flights.

7.4.13.8. If the government authorities bind over the Airline to return a deported passenger to a point of departure or another point, a passenger or the deporting organization shall reimburse the Carrier all expenses incurred in connection with such transportation.

7.4.13.9. The deportees are placed in the tail end of the cabin. If the deported passenger is accompanied by guards, the guards are given seats next to the deportee.

The deportees may not be placed near emergency exits and rescue equipment.

7.4.13.10. The boarding of these persons is performed before the passengers boarding, the disembarkation - last.

ARTICLE 7.4.14. TRANSPORTATION OF INADMISSIBLE PASSENGERS

7.4.14.1. The carriage of passengers who are denied entry into the territory of a foreign state and the Republic of Kazakhstan (inadmissible passengers) is performed in accordance with international legislation in the area of civil aviation.

7.4.14.2. "Deportation Act" shall be drawn up by the competent authorities for the passengers who have arrived on an Airline flight and not allowed to enter the country for the lack of a visa, expired passport, etc., or in respect of whom the relevant government authorities have decided to deport from the country.

7.4.14.3. The inadmissible passenger is responsible for reimbursement of all expenses of the Airline (and other participating removal carriers, if any) related to return transportation, accommodation and meals at the point of denial of entry and transfer points on the return route.

7.4.14.4. Airline shall have the right to make payment for expenses incurred by the passenger or passenger's organization being in the possession of the Airline, in particular, the amounts paid for air transportation and other Airline services.

7.4.14.5. The issuance of ticket for the inadmissible or deported passenger is performed on the basis of the "Deportation Act" in accordance with the Airline practices.

7.4.14.6. The passengers who have been denied entry are placed at the rear of the cabin. If the deported passenger is accompanied by guards, the guards are given seats next to the deportee.

7.4.14.7. The inadmissible passengers may not be placed near emergency exits and rescue equipment.

7.4.14.8. The boarding of these persons is performed before the passengers boarding, the disembarkation - last.

ARTICLE 7.4.15. PASSENGER TRANSPORTATION WITH THE PROVISION OF HIGH COMFORT EXTRA SEATS

7.4.15.1. For the transportation with enhanced comfort, a passenger can reserve the necessary number of seats subject to existence of capacity.

7.4.15.2. EXTRA SEATS (Extra Seats) shall be pre-booked and paid. The payment of passenger transportation and extra seats EXST is made at the booked available economy class fare. A few extra seats are booked according to the aircraft layout (number of seats per row).

7.4.15.3. The reservation of EXTRA SEATS is made in accordance with the instructions of the relevant ARS/GDS with the SSR confirmed request.

7.4.15.4. The passenger shall pay for the ticket for an extra seat at the fare applicable to adult passengers, with a YR charge for an extra seat if it is stipulated by the fare rules; there are no airport charges for an extra seat. CH/AD/ID discounts do not apply to CBBG extra seat tariff. The baggage allowance per extra seat (EXTRA SEAT) corresponds to the selected fare.

7.4.15.5. If on buying a ticket a passenger warns about an extra seat for comfort only on one of the route segments, then the separate reservations are made and separate tickets are issued for transportation with extra seats and for transportation without extra seats.

7.4.15.6. At the check-in, the passenger receives boarding passes for each reserved seat.

7.4.15.7. A fee for the refund and change of carriage conditions, stipulated by applicable fare rules, are charged per ticket for each seat, unless otherwise stipulated by fare rules.

ARTICLE 7.4.16. TRANSPORTATION OF TRANSIT AND TRANSFER PASSENGERS

7.4.16.1. Transfer passengers - passengers who, in accordance with the air carriage agreement arrive at an intermediate point by one flight, and continue on another flight of the same or another carrier. In this case the carriage shall be executed as a single carriage, in one reservation (PNR).

In case of execution of transfer transportation in different reservations (PNR), such transfer is considered "hidden". Airline shall not be liable to the passenger for the loss of a passenger's connection or baggage in case of a "hidden" transfer.

7.4.16.2. Connection time - time between the flights from 60 minutes to 24 hours.

The connection between the flights of more than 24 hours is considered a *stopover*.

7.4.16.3. The carriage of a passenger who, in accordance with the air carriage agreement of passenger and baggage, has arrived at the airport of transfer by one flight of the SCAT Airline JSC, and then transported by another SCAT Airline JSC flight on the route of transportation (hereinafter - the transfer passenger), is carried out in accordance with these rules.

The carriage of a passenger who, in accordance with the air carriage agreement of passenger and baggage, arrived at the airport of transfer by one flight of the SCAT Airline JSC, and then is carried by another flight of another Carrier on the route of transportation (hereinafter- the transfer passenger), is carried out in accordance with the Interline Agreements between the Carriers or the M2-Closed Fare Agreements.

7.4.16.4. Airline or the passenger operations sales agent, when issuing a ticket for a transit or transfer transport route to the passenger:

1. Provides the reservation and confirmation of passenger transportation with a transfer at an intermediate airport from the airport of transfer to the destination in accordance with the established minimum connection time, allowing the passenger to arrive at the airport for check-in in the prescribed time.

2. Informs the passenger on a connecting flight or landing at the intermediate airport of the procedures to be followed by the passenger for onward transportation to his/her destination.

When handling the transfer passengers for the carriage, a passenger operations sales agent, as well as the check-in agent shall inform the passenger about the time of stay at the intermediate airport, about the necessity to leave the aircraft at the airport of transfer.

3. Informs the passenger about the requirements of government authorities at the airport of transfer in international transportation,

- about the time of arrival at the airport transfer for administrative formalities before the flight departure;

- about the procedures to be followed at the point of transit or transfer for onward transport to the destination;
- on the requirements of government authorities at points of transit or transfer in international transportation.

4. Informs the passenger about the possibility to check-in the baggage as a transfer baggage.

The existence of a contract of carriage confirms the consent of transfer passenger that the transfer passenger is informed of the conditions of transfer carriage.

7.4.16.5. The transfer passengers and their baggage at the airport of initial departure are handled by the service organization only if there is a confirmed reservation for the connecting flight. The check-in agent should clarify with the passenger the final destination of his/her trip, to inform about the arrival time of the flight at the transfer airport.

7.4.16.6. For connections up to 24 hours, transfer baggage is handled to the final destination or to the transfer point, depending on the capacity of the departure/transfer airport and the requirements of the government authorities at the transfer point and/or the passenger's wish.

7.4.16.7. In case of passenger staying at the connecting airport for more than 24 hours, a passenger and his/her baggage are processed only to the point of intermediate flight stop.

7.4.16.8. At the airports of departure, where it is technically possible to register a passenger up to the final point (through check-in), passengers are issued boarding passes for the entire route and informed that the passenger and his/her baggage are handled for transportation on the entire route (to a point of destination).

7.4.16.9. Upon availability of transfer baggage in excess of the free baggage allowance (outsized/heavy/overweight) and the through baggage rate, payment for the carriage of baggage is made on the through baggage rate. A receipt for excess baggage payment or EMD on a through baggage rate is issued for the entire route of passenger transportation to the destination point with a connection up to 24 hours.

7.4.16.10. The service organization shall first provide service for transfer baggage, and only after that baggage service arriving at the destination. The transfer baggage should be loaded into the baggage compartments of the aircraft at the airport of departure last, so that at the transfer point the baggage is unloaded first.

ARTICLE 7.4.17. TRANSPORTATION OF BUSINESS CLASS PASSENGERS

7.4.17.1. The business class passengers go through the necessary formalities at a separate desk and are taken on board last, separately from the economy class passengers, but no later than the start of the boarding of officials.

7.4.17.2. The business class passengers may be offered a visit to the business lounge at the airport. The passenger is informed about this option when booking a ticket.

7.4.17.3. On board the aircraft, business class passengers are provided with seats in business class cabin, and the special services are arranged.

7.4.17.4. On board the aircraft, business/comfort class passengers are provided with the enhanced comfort seats in the passenger cabin and a special service is organized:

- Specially trained cabin attendants;
- Customized set of magazines and newspapers;
- Plaid blanket, pillow;
- Enhanced assortment of food and beverages;

7.4.17.5. Upon arrival, the business/"comfort" class passengers leave the aircraft first, separately from economy class passengers, but not before officials.

ARTICLE 7.4.18. CARRIAGE OF THE GROUPS OF PASSENGERS

7.4.18.1. Passengers traveling together may be considered a group if:

- all members of the group follow together on all sections of transportation;
- all group members have a common purpose of travel (vacation., business purposes, sporting competitions, cultural events, etc.);
- in addition to air transportation the travel includes the hotel stay, ground sections of transportation, sightseeing and other special services, which are arranged by the customers of the group tour.

7.4.18.2. A minimum number of passengers in a group of 10 people, unless otherwise stipulated by the Airline's regulatory documents.

7.4.18.3. A request for group transportation is forwarded to the e-mail GROUPDV@SCAT.KZ. When applying for group transportation, it is necessary to specify the number of participants, age categories of passengers (children, adults, infants under 2 years), itinerary, dates of flight, contact details of a person in-charge.

7.4.18.4. The processing of request for the group bookings is carried out within 10 working days from the date of its filing. Airline provides a price quote, terms and conditions of participants replacement, re-booking, refunds, etc. Airline shall have the right to refuse group transportation if the number of group members exceeds the number of vacant seats on the flight and/or if the transportation of this group of passengers is economically unprofitable.

7.4.18.5. The advance reservation of a group of passengers is made after the confirmation of the request by the Airline.

7.4.18.6. The period of price quote validity, the conditions of group transportation, provided by the Airline - 3 calendar days. If the Customer has failed to agree with the proposed conditions, the Airline has the right to cancel the request. In case of repeated application to the Airline after the expiration of the abovementioned term, it is necessary to make a new request.

The reservation of group transportation is made by the Customer by contacting the Airline's own agency (unless agreed otherwise).

7.4.18.7. If the Customer is a travel agency having agency agreement with the Airline, then the reservation and ticketing are made independently through the agency's own desk.

The customer is responsible for submission of the list of group members and copies of documents (passport, ID card, birth certificate) and other necessary information to the agency or the Airline.

7.4.18.8. To handle the group transprotations, Airline establishes the specified terms and conditions of payment. The payment shall be made by the organization arranging the group transportation in an appropriate timeline.

7.4.18.9. The request for any change in the request shall be received in writing directly from the Customer 72 hours prior to flight departure. If the Customer changes the conditions of carriage (changes in departure/arrival dates, the number of group members, changes in the age category of passengers), Airline reserves the right to revise the price quote.

7.4.18.10. In case of refusal of carriage, conditions of refund of paid carriage cost are determined by the terms of the relevant agreement. If a passenger voluntarily refuses of the flight handled at a group fare that has resulted in violation of the minimum group size requirement established by the conditions of group fare, recalculation of the cost of transportation of other group members may be made in accordance with the new conditions of transportation.

7.4.18.11. The reservation of a group of passengers, not coordinated with the Airline, may be cancelled without notice.

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CHAPTER 8. TERMINATION OF AIR CARRIAGE AGREEMENT**ARTICLE 8.1. TERMINATION OF AIR CARRIAGE AGREEMENT ON THE INITIATIVE OF THE PASSENGER (VOLUNTARY REFUSAL)**

8.1.1. In case of passenger's intention to cancel the flight, a passenger or the person who has paid for the ticket shall notify the Airline of the termination of the contract of carriage on a unilateral basis in one of the following ways:

1) For the transportation handled at the Airline's own sales offices and representative offices:

- Personal appeal of the passenger or the person who has paid for the ticket, at the place of payment, upon presentation of original identity documents, with execution of the Declaration of refusal of air transportation and simultaneous air ticket refund procedure;

2) For the transportation handled at the web-site www.scat.kz, a refund can be made in one of the following ways:

A) personal application of a passenger or a person who paid for the ticket at the Airline's website using the Refund of e-ticket service, where a refund is made in accordance with the rules of the applied fare in automatic mode. If the automatic refund of tickets is not supported due to complicated conditions, a refund request is formed in the system, which will be processed manually by an Airline employee. The refund of payment for the unused carriage on an e-ticket paid by the bank card on the website is made only to the account of the card which was used to pay for the transportation within the time limits set by the bank.

B) giving written notice by the passenger or a person who has paid for a ticket about the return of the ticket, notice is forwarded to the e-mail websales@scat.kz The notice shall consist of the following documents:

Declaration of refusal of air transportation, scanned copy of an identity document, itinerary receipt of the ticket

3) For the transportation handled through the agency network:

- personal appeal of the passenger or the person who has paid for the ticket at the point of purchase with the simultaneous implementation of the air ticket refund procedure; in case of impossibility to address the place of ticket purchase, personal appearance of a passenger or person who has paid for the ticket in a sales office or representative office of the Airline, upon presentation of original identity documents with execution of the Declaration of refusal of air transportation and simultaneous air ticket refund procedure;

4) For the transportation handled on third-party websites

-address of a passenger or a person who has paid for the ticket, to the employees of the third-party website with execution of the Declaration of refusal of air transportation and simultaneous air ticket refund procedure;

5) For the transportation handled on the forms of interline partners of the SCAT Airline JSC, personal appeal of the passenger or the person who has paid for the ticket at the point of purchase, upon presentation of identification documents, with execution of the Declaration of refusal of air transportation and simultaneous air ticket refund procedure.

ARTICLE 8.2. TERMINATION OF AIR CARRIAGE AGREEMENT ON THE INITIATIVE OF THE SCAT AIRLINE JSC

8.2.1. Air carriage agreement is terminated on the initiative of the Airline on a unilateral basis in cases where:

- A passenger refuses the inspection established by Article 107 Law "On airspace management of the Republic of Kazakhstan and aviation activities" before the flight of the aircraft;
- A passenger violates the requirements of the "Rules of carriage of passengers, baggage and cargo by air transport", and/or commits acts that endanger the safety of aircraft flight;
- - This is necessary to eliminate violations of the statutory provisions of the state over which the air carriage is to be performed or where the point of departure, stopping place, or destination of transportation is located;
- A passenger is in a state of alcoholic, drug or inhalant intoxication, and his/her mental or physical state endangers the health of the passenger or the safety of persons and property on board the aircraft, as well as causing inconvenience to other passengers.
- Failure by passengers to perform their duties on board an aircraft as stipulated by Article 88 Law "On airspace management of the Republic of Kazakhstan and aviation activities".

8.2.2. The state of alcoholic, drug, inhalant intoxication of a passenger is confirmed by a medical examination in accordance with the procedure established by the legislation of the Republic of Kazakhstan. In the meantime, health condition of the passenger intending to take a flight shall be confirmed by a medical record marked "air travel is prohibited until...", indicating the specific date. In the event of refusal in transportation for the reasons specified in this paragraph, the Airline shall draw up a statement recording the reasons and fact of denial of carriage.

8.2.3. If the passenger is denied transportation for the reasons set forth in Article 8.2. Paragraph 8.2.1. of these Rules, the unused ticket or its part shall be refunded in accordance with the rules of voluntary refund, according to the conditions of the fare application.

ARTICLE 8.3. INVOLUNTARY REFUSAL

8.3.1. The reasons for a passenger's involuntary refusal of the flight are as follows:

- Flight delay indicated on the ticket

A passenger's involuntary refusal of carriage is considered a refusal in the event of a delay of flight departure **for more than five hours** of the departure time of the aircraft indicated in the air ticket. If the flight delay is **less than five hours**, passenger has the right to make a voluntary refund or re-book the ticket according to the fare rules, on which the passenger's air ticket was issued. If the flight is delayed for **more than five hours**, a passenger has the right to make an involuntary refund or re-book the ticket to the nearest flight of the Airline (SCAT Airline JSC) (+/-3 days on routine flights or on the next or previous nearest flight) subject to availability of free capacity. If it is necessary to change the date of flight to a later date, the passenger shall make an involuntary refund of the existing air ticket and purchase a new air ticket at the applicable fares.

The grounds for the involuntary exchange/refund of carriage are as follows:

- * Information in the reservation about changes in schedule, or
- * Representative's mark in the itinerary receipt certified by his/her personal stamp and signature, or
- * Stamp of the airport of departure, Representative about flight cancellation/delay in the itinerary receipt.

If the carriage has been arranged as "round trip", then in case of involuntary delay of the flight on the "one way" route, a refund or exchange of the section on the "back" route is considered to be involuntary, and all dates are changed at the same time.

- Cancellation of the flight indicated on the ticket.

In case of flight cancellation, a passenger has the right to make an involuntary refund or re-book the ticket to the nearest Airlines flight (SCAT Airline JSC) (+/- 3 day on regular flights or on the next or previous nearest flight) subject to availability of free capacity. If it is necessary to change the date of flight to a later date, the passenger shall make an involuntary refund of the existing air ticket and purchase a new air ticket at the applicable fares.

The grounds for the involuntary exchange/refund of carriage are as follows:

- * Information in the reservation about schedule changes, or
- * Representative's mark in the itinerary receipt certified by his/her personal stamp and signature, or
- * Stamp of the airport of departure, Representative about flight cancellation/delay in the itinerary receipt.

If the carriage has been arranged as "round trip", then in case of involuntary cancellation of the flight on the "one way" route, a refund or exchange of the section on the "back" route is considered to be involuntary, and all dates are changed at the same time.

- Change of schedule, rescheduling of the flight indicated in the ticket

If the schedule is **changed for more than five hours**, Airline shall, at the passenger's choice, to re-book the ticket to the nearest flight of the Airline (SCAT Airline JSC) (+/- 3 day on regular flights or on the next or previous nearest flight) subject to availability of free capacity, or refund the full cost of unused segments of the ticket. If it is necessary to change the date of flight to a later date, a passenger shall make an involuntary refund of existing ticket and purchase a new ticket at the applicable fares.

The grounds for the involuntary exchange/refund of carriage are as follows:

- * Information in the reservation about changes in the schedule, or
- * Representative's mark in the itinerary receipt certified by his/her personal stamp and signature, or
- * Stamp of the airport of departure, Representative about flight cancellation/delay in the itinerary receipt.

- Cancellation of scheduled stop-over at a point which is the passenger's destination, departure, stop, transfer point.

If, for any reason whatsoever, the aircraft lands at an airport not scheduled in the timetable, Airline shall carry the passenger by another flight from the point of landing of the aircraft to the destination airport. If the passenger cannot transported by aircraft, the Airline shall ensure his/her carriage by other means of transportation. In the event of emergency landing at airport different from the final point or point of stop-over indicated in a transportation document, and if a passenger refuses to continue transportation to a point of destination, upon passenger's request the refund of unperformed part of transportation, and the amount of refund is determined by the Airline. An application from a passenger is reviewed by the Airline individually, using the complaint procedure.

- Return of aircraft that failed to make a flight to the airport (point) of departure.

When an aircraft that has failed to make a flight returns to the airport (point) of departure, Airline shall, at the passenger's choice, to re-book the ticket to the nearest flight of the Airline, or at the

request of the passenger reimburse the cost of the used segment with no deduction of fees. An application from a passenger is reviewed by the Airline individually, using the complaint procedure.

- Change of the route of transportation by the Airline (changing the point of departure and/or point of arrival to another nearest point, particularly with changing/excluding/adding intermediate points)

In case of advanced change of the route of transportation by the Airline, if the point of departure and/or point of arrival is changed to another nearest point, particularly with changing/excluding/adding intermediate points by agreement with the Airline, at the passenger's option the involuntary reissue of air tickets or involuntary refund of air tickets is made.

Airline shall not charge an additional fee for changes in the carriage through its fault, if passenger fare and the rate for the transportation of baggage in excess of the free baggage allowance on the changed route will be lower than the paid amount. In this case, the difference in cost is reimbursed to the passenger at the point of departure.

- Change of a class of service or aircraft type.

Airline has the right to change the type of aircraft without advance notification of the passenger about it. If a passenger refuses to take a flight on another aircraft, Airline shall redirect the passenger on one of the regular flights or refund the cost of the unperformed segment of travel with no deduction of fees.

- Failure to provide a passenger with a seat according to earlier booking.

The failure to provide a passenger with a reserved seat on a flight is possible in the following cases:

- Change of aircraft type or layout;
- Combining flights;
- Reducing the commercial load limit.

Airline employee makes an offer to passengers to voluntarily give up a seat on the flight in exchange for the offered departure options.

In this case, in case of voluntary refusal from the flight, involuntary refund of the ticket without deduction of fees or re-booking the ticket to a later/earlier flight of the Airline (SCAT Airline JSC) are made subject to existence of free capacity with no fee deduction.

- Failure of the Airline to provide flight connection issued on a single form in compliance with the minimum connection time, as well as failure to provide a flight connection by the Airline which has been issued by the separate tickets in the single reservation on flights of the Airline with compliance with the minimum connection time.

In order to recognize a refund/exchange ticket as involuntary due to violation of the connection, it is necessary for the connection to contain flight legs operated only by the SCAT Airline JSC. Airline will not be liable for providing connections with flights of other carriers, which are not interline-partners of the SCAT Airline JSC.

If the carriage is executed on a transfer route on the SCAT Airline JSC flights, then if a flight is delayed/cancelled on segment 1, a refund or refund/exchange on segment 2 is also considered involuntary.

The grounds for the involuntary exchange/refund of transportation are as follows:

- * Information in the reservation about schedule changes, or
- * Representative's mark in the itinerary receipt certified by his/her personal stamp and signature, or

* Stamp of the airport of departure, Representative about flight cancellation/delay in the itinerary receipt.

In complicated cases of involuntary refund calculations (interruption of transport at the transfer point, etc.), a passenger operations sales agent should form a request for calculation of the refund amount and forward it to the Airline by e-mail: fares@scat.kz

- In the case of transfer interline – transportation, failure to provide by one of the carriers of flight connection, issued on a single form in compliance with the minimum connection time

The involuntary refund of tickets issued on the forms of interline - partners, is performed at the point of purchase of the ticket. The involuntary refund of tickets issued under the SPA agreement is made at the point of purchase of the ticket.

The grounds for involuntary reissue or refund of a ticket in case of cancellation/delay, change of the schedule are as follows:

- * Information in the reservation about schedule changes
- * Marking of the SCAT Airline JSC representative on the traffic document/itinerary receipt certified by representative seal and signature of the Representative of the SCAT Airline JSC
- * Stamp of the airport of departure, representative on the flight cancellation/delay
- * Official letter from the interline partner on flight delay/cancellation

A passenger operations sales agent shall form a request to calculate the amount of refund and forward to the Airline to e-mail fares@scat.kz

Airline will not be liable for providing connections with other carriers flights, which are not interline-partners of the SCAT Airline JSC.

- Disease or death of a passenger or a family member traveling with him/her on the aircraft confirmed by a medical report.

The family members are taken to mean the spouses, parents and children (adoptive parents and adoptees).

The disease of a passenger or member of his/her family traveling with him/her on the aircraft is grounds for the passenger's involuntary refusal of carriage subject to the existence of contraindications to the flight confirmed by medical documents on the date of aircraft departure indicated on the ticket.

A document confirming a passenger's involuntary withdrawal from transportation is an original medical record (certificate, report, work incapacity certificate, original certificate from an airport medical center), which meets the following requirements:

- Name of the medical institution that issued the document is clearly legible on the document;
- Seal of the health care institution that issued the document;
- Availability of the date of the medical document issue;
- Correspondence of the dates of disease indicated in the medical document to the dates of carriage.

In case of a discrepancy, the document should state "flight on these dates is not recommended".

The medical records issued outside the territory of the Republic of Kazakhstan shall be accompanied by translation certified by notary.

The involuntary refusal of transportation in the event of death of a passenger or his/her family member traveling with him/her on the aircraft is certified by death certificate and documents

confirming the fact of kinship. The documents issued outside the territory of the Republic of Kazakhstan shall be accompanied by a notarized translation. The following documents are subject to involuntary refund: ticket of the deceased passenger, as well as the tickets of his family members who were traveling with him/her on the same plane; passenger's ticket due to the death of his/her family members, even if the deceased family member should not have to take a flight with the passenger. The family members are taken to mean the spouses, parents and children (adoptive parents and adoptees).

- Improper execution of the passenger's carriage documents due to the cancellation of scheduled stop at a point being the point of departure, destination or stop-over for the passenger

- Passenger's refusal to take a flight or onwards flights due to delay in departure caused by inspection if the personal inspection of a passenger has not revealed the substances and items forbidden to be carried.

A passenger makes a request to the Airline by filing an official claim. A copy of the itinerary receipt / printout of the reservation / boarding pass with a note on passenger's delay due to the duration of inspection and the absence of substances and items forbidden to be carried certified by a representative seal and / or signature of the Airline representative or servicing agent, or a copy of a document issued by the inspection service is attached in the way of evidence.

- Cancellation, delay/landing of flight not at destination due to airspace closure of the countries/airports.

An involuntary refund/exchange of air tickets is made in accordance with the instructions of the Airline.

Airline may admit the passenger's refusal from the carriage as involuntary in other cases as well. In this case, application from the passenger, with indication of other reasons of involuntary refund is considered by the Company individually by means of complaint handling procedures.

Other types of involuntary refunds are made only after receiving written authorization in response to official written claim/request.

In case of involuntary refusal of a passenger to take flights, no fees for refusal to transport are charged.

ARTICLE 8.4. PROCEDURE OF SETTLEMENTS UPON TERMINATION OF AIR CARRIAGE AGREEMENT.

8.4.1. Airline shall make the refund of payments only under the document, which was issued by it or to the passenger air transportation sales agent.

8.4.2. The refund is made on the basis of the unused (partially used) carriage document and/or miscellaneous charges orders to the person specified in these documents, or to the person who has paid for the ticket, upon presentation of personal identity document. A person who has paid for the ticket, but not being a passenger indicated in the ticket, appeals to the Airline or passenger air transportation sales agent to put a mark on the ticket indicating a person to whom the Airline refunds the payment for the unused carriage under this ticket.

8.4.3. The application for refusal of air transportation is accepted by the Airline within the validity period of the document, but not later than 30 calendar days after the expiration of this period. A ticket with used flight coupons is not valid for passenger carriage and refund.

8.4.4. The voluntary refund of all unused coupons (segments) indicated on the ticket is carried out simultaneously before the start of transportation.

8.4.5. The refund is made during the validity period of the ticket, but no later than 30 days after expiration.

8.4.6. The refunds are made in the currency of initial payment for transportation or, at the request of the passenger, in the national currency of the Republic of Kazakhstan.

8.4.7. The amount of return amounts under the unused traffic document is determined by the Airline fare rules.

8.4.8. The refundable amount is calculated on the basis of the fare, fee and currency conversion rate in effect on the date of sale of transportation.

8.4.9. All refundable payments are paid the same way they were paid for the purchase of air transportation.

8.4.10. In the event of passenger refusal of transportation, the seat shall necessarily be returned to the system. A refund (cancellation) of seats is carried out in accordance with the instructions of the Airline and the instructions of working with relevant reservation system. When returning (cancelling) seats, a passenger operations sales agent, corresponding mark is made in the reservation about the reason for returning the seat. A passenger operations sales agent fills out the pattern of the return document and holds the full responsibility for the data entered. In the e-ticket record, the status of flight coupons accepted for refund shall be open for use (OPEN FOR USE).

8.4.11. In case of cash refund, a passenger operations sales agent shall cross the itinerary receipt diagonally, specify the information about the receipt of amount calculated for the refund in cash: "received money in the amount", the amount is indicated in words. The record shall be certified by the passenger's signature.

ARTICLE 8.5. PROCEDURE OF SETTLEMENTS UPON TERMINATION OF AIR CARRIAGE AGREEMENT DUE TO THE VOLUNTARY REFUSAL OF PASSENGER FROM THE CARRIAGE

8.5.1. The amount of refundable amounts for the unused carriage document is determined by the Airline's fare rules.

1) if a passenger has concluded the air carriage agreement that provides for the return of fare if the transportation was not performed on any segment, then in case of voluntary refund, the passenger is refunded the amount paid for the carriage with charges deducted in accordance with the fare conditions

2) if the passenger has concluded the air carriage agreement which stipulates the condition of a refund of carriage charge, if the carriage was partially performed, in the case of a voluntary refund, a difference between the amount paid for the entire transportation and the amount corresponding to

the cost of the fulfilled portion of the transportation is refunded (only the fare within the same rate group and booking class may be used) with charges deducted in accordance with the terms of fare application. In the absence of fare of the same booking class and rate class, the higher fare of the following booking class/fare group is used for the calculation.

3) If a passenger has concluded the air carriage agreement that provides for a non-refundable fare upon termination of air carriage agreement, in case of voluntary refund, the fare paid for air transportation is not refunded to the passenger, except for airport charges and fees of foreign countries on unused segments.

8.5.2. The procedure for refund to the passenger of carriage charge upon termination of air carriage agreement due to voluntary refusal of the passenger from the carriage is determined in accordance with the terms and conditions of the applicable fare.

8.5.3. A fee for passenger refusal of carriage is charged in the amounts and under the conditions established by the fare rules. In case of a passenger's voluntary refusal of transportation, airport charges (airport charges for passenger service, airport charges for aviation security, airport charges for the provision of airport terminal and other published charges of foreign countries) on unused sections of the route are refundable to the passenger, unless otherwise stipulated by the rules of charges application. A service charge, YR rate for the provision of services of automated reservation systems in the case of passenger's voluntary refusal of transportation is not refundable.

8.5.4. Voluntary refund of a portion of the transfer carriage.

In case the transfer transportation is made partially, i.e. in case of partial use of the fare component the amount corresponding to the difference between the cost paid and the cost charged for the performed part of transportation of the same or higher brand and booking class is refunded with charging of fees according to the rules of applied fare. The unused fees are refundable except for the charges (YR tax, service charge) which are non-refundable according to the rule of applied fare. If the difference between the amount paid for the transportation and the tariff for the used sections of the transportation route is negative when calculating the cost of the used section of the transportation route, no extra fare is charged to the passenger.

8.5.5. Voluntary refund of reissued ticket

8.5.5.1. The voluntary refund of reissued ticket is allowed, unless otherwise stipulated by the fare rules.

8.5.5.2. In case of completely unused transportation, a passenger is refunded the amount corresponding to the difference between the cost of the new reissued fare and a fee for refusal of transportation calculated from the new reissued fare. If the ticket originally issued according to the fare rules is in all cases non-refundable and reissued for a fare that provides a refund, the amount of the original non-refundable fare is deducted from the new reissued fare as well. The unused fees are refundable except for charges (YR fee, service charge) which are non-refundable according to the rule of applied fare.

8.5.5.3. In case of partially used carriage, a passenger is refunded the amount corresponding to the difference between the cost of new fare and the fare charged for the performed part of the carriage in accordance with the used brand and booking class with the fee for refusal of transportation calculated from the new reissued fare. If the ticket originally issued according to the fare rules is in

all cases non-refundable and reissued according to refundable fare, the amount of original non-refundable fare is deducted from the new reissued fare as well. The unused fees are refundable except for the charges (YR tax, service charge) which are non-refundable according to the rule of applied fare.

ARTICLE 8.6. PROCEDURE FOR CALCULATING THE AMOUNT TO BE REFUNDED IN THE EVENT OF TERMINATION OF THE PASSENGER AIRLIFT CONTRACT DUE TO INVOLUNTARY REFUSAL OF TRANSPORTATION.

8.6.1. In case of forced refusal of the passenger from the carriage, passenger is entitled to refund of the cost of transportation or part of the cost of transportation for the unused segment of the carriage without deducting a fee.

8.6.2. In the event of termination of air carriage agreement in connection with the forced refusal of the passenger from the carriage, entire amount paid for transportation is refunded if the transportation has not been performed at any section.

8.6.3. In the event of termination of air carriage agreement due to the forced refusal of the passenger from part of the carriage, amount for the unperformed part of the carriage is refunded.

8.6.4. In the case of a passenger's involuntary refusal to take a flight, no charges for refusal of carriage will be levied.

The amount to be refunded in case of forced refusal from the flight is determined by the Airline rules.

8.6.5. In case of termination of the contract of transportation by air due to a passenger's forced refusal from transportation entirely or partially, foreign state fees, YR tax for provision of services of automated reservation systems on unused sections of the route of transportation are subject to refund

In cases of:

- 1) Return due to illness of the passenger or his/her family member traveling with him/her on the aircraft, confirmed by a medical report
- 2) Return due to the death of a passenger or a member of his/her family traveling with him/her on an aircraft, confirmed by a medical report

The YR fee is refundable on unused sections provided that the passenger has notified the carrier of the cancellation of air transportation not later than 24 hours before the end of the passenger check-in time for the flight indicated on the ticket.

8.6.6. If the carriage is arranged as "round trip", then in case of a forced delay of more than 5 hours, cancellation of the flight on the "one way" route, exchange/refund on the route "back" is considered to be involuntary, in this case the change of dates/returns for all sections is made simultaneously.

If the carriage is issued on a transfer route on flights of the Airline (SCAT Airline JSC), then in case of flight delay/cancellation on the 1 segment, a refund/exchange on the 2 segment is considered involuntary, and the change of dates/refund of all segments is made simultaneously.

8.6.7. In case of involuntary refusal of transportation, refund of amounts for unused carriage is allowed, with violation of the order of use of flight coupons.

8.6.8. The amount paid to the Airline for the provision of additional enhanced comfort services, if

8. TERMINATION OF AIR CARRIAGE AGREEMENT

the additional services are not provided, is subject to refund.

8.6.9. In case of replacement of an aircraft with enhanced comfort cabins by an aircraft without enhanced comfort cabins, a passenger is refunded the difference between the fare paid and the fare of the class of service which was actually used for transportation.

**ARTICLE 8.7. PROCEDURE FOR CALCULATING THE CARRIAGE CHARGE IN CASE
OF VOLUNTARY CHANGES OF THE AIR CARRIAGE AGREEMENT**

8.7.1. With the consent of the Airline and where practicable, a passenger has the right to make changes to the air carriage agreement (except for air carriage agreement to the charter flight) in terms of changing the date and time of the flight. The changes to the ticket are made by the Airline with the consent of the passenger, or by the passenger operations sales agent with the consent of Airline and the passenger.

8.7.2. After paying for the appropriate changes (in case such payment is stipulated by the fare rules), Airline or the passenger operations sales agent forwards the new itinerary receipt to the passenger.

8.7.3. It is allowed to carry out voluntary changes in the conditions of transportation for passenger tickets, during the validity period of the passenger ticket for transportation, unless the fare rules stipulate otherwise.

8.7.4. The special fares may include conditions limiting or not providing for the passenger's right to change the dates and times of departure. If the passenger's stated change of conditions in the air carriage agreement does not allow the rules for the application of fare, the refund of amounts (if, under the conditions of applied fare, full or partial refund of carriage charge and/or fees is possible) and handling of new carriage under the conditions of carriage changed by a passenger are performed.

8.7.5. In case of voluntary changes of the conditions of carriage, total cost of air transportation under the amended conditions shall be higher or equal to the cost of previously issued transportation.

8.7.6. If the passenger changes the conditions of the passenger airlift contract before the start of transportation in case of fully-unused transportation, recalculation is made using the fares, fees and currency conversion rate in effect on the date of re-issue. The recalculation of carriage, when reissuing is made subject to the new conditions and rules along the entire route from the starting point of travel.

8.7.7. If the passenger voluntarily changes the conditions of air carriage agreement after the start of transportation, in case of partially used transportation, recalculation is made using the fares, fees and currency conversion rate in effect on the date of sale of transportation. The recalculation of carriage, when reissuing is made subject to the new conditions and rules along the entire route from the starting point of travel.

8.7.8. Airline shall charge a fee (change of conditions of carriage fee) for the change of the conditions of carriage, unless otherwise stipulated by the fare rules.

8.7.9. The fee for a change in the conditions of carriage is charged in the amounts and under the conditions established by the rules of the applied fare. If a passenger refuses to pay the specified fee, there is no change in the conditions of air transportation.

8.7.10. The fee for voluntary change of conditions of carriage is not voluntarily refundable. A charter flight ticket provides for limitation (or complete exclusion) of the Passenger's right to change or cancel a reservation. The charter tickets according to which the tourist trip is paid for with payment of all services (return and direct flight, transfer, hotel accommodation, meals), may provide for additional conditions and restrictions established by the organization that chartered the aircraft to the Airline or its authorized agent.

ARTICLE 8.8. PROCEDURE FOR CALCULATING THE CARRIAGE CHARGE IN THE EVENT OF INVOLUNTARY CHANGE OF THE AIR CARRIAGE AGREEMENT

8.8.1. In case of forced refusal of transportation to a passenger, a passenger is entitled to use transportation on the nearest flight of the Airline (SCAT Airlines JSC) to the destination specified in the passenger's transportation document, or to receive a refund of the cost of transportation or a part of the cost of transportation for the unused section of transportation without withholding the charge for refusal of transportation.

8.8.2. The changes to the ticket are made by the Airline with the consent of the passenger or a passenger operations sales agent with the consent of the Airline and passenger. Upon receipt of consent from the passenger and making changes to the ticket, subsequent exchange/refund operations shall be performed in accordance with the rules for voluntary exchange/refund.

8.8.3. The procedure for reissuing/exchanging the ticket in case of termination of the air carriage agreement, due to involuntary refusal of a passenger from transportation is determined in accordance with the Airline's rules and conditions.

8.8.4. The function of involuntary automatic refund is not available on the Airline's own website, www.scat.kz. In case of involuntary refund of ticket issued at the Airline's own website www.scat.kz, involuntary refund operation can be performed only by contacting the Airline's Internet Sales Department.

The passenger or a person who has paid for the carriage should send an application for refund to the e-mail websales@scat.kz A refund for unused transportation under an e-ticket paid using a bank card on the own website of the Airline www.scat.kz is made only to the account of the card which was used to pay for the transportation.

8.8.5. In case of involuntary change of air ticket, issued through the Airline's own website www.scat.kz, the involuntary change operation can be performed by contacting the Airline's Internet Sales Department. The passenger or a person who has paid for the carriage should send an application for refund to the e-mail websales@scat.kz. An involuntary exchange operation of transportation performed at the Airline's own website websales@scat.kz may also be performed when a passenger or a person who has paid for the transportation applies to the Airline's Representative Office.

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**ТІАБА 9. RULES FOR TRANSPORTATION OF BAGGAGE AND CARRY-ON
LUGGAGE****ARTICLE 9.1. GENERAL PROVISIONS**

The weight, dimensions, free baggage allowance and hand luggage are set by the Airline. The passenger shall present all luggage at the check-in including the carry-on luggage, as well as items carried at no extra charge in excess of the free baggage and carry-on baggage allowance, due to the requirements of aviation security support and flight safety.

ARTICLE 9.2. REQUIREMENTS FOR BAGGAGE AND CARRY-ON LUGGAGE

9.2.1. A list of dangerous substances and items, as well as all types of drugs prohibited for transportation by passengers on civil aircraft.

The list of dangerous substances and items, as well as all types of drugs, prohibited for transportation by passengers on civil aircraft is intended to be used as instructional material for the purpose of excluding the carrying on board civil aircraft of dangerous substances and items which, when carried, may cause harm or endanger human life and health, flight safety or property, as well as all types of drugs.

9.2.1.1 Dangerous substances and items prohibited for transportation in hand baggage and luggage:

(1) Explosive and other lethal devices containing at least an explosive charge and means of detonation suitable and designed to accomplish the act of detonation, and explosives and items containing them, including:

all types of gunpowder, regardless of quantity and packaging;
grenades, mines and shells of all types;
hunting primers (pistons) and detonator primers;

fake or imitation of explosive devices;

pyrotechnic means, including flares of any kind, including firecrackers, sparklers, clappers and pistols for toy guns, planting bombs, smoke cartridges (grenades);

dynamite, tol, ammonal, TNT and other explosives belonging to Class 1 of dangerous goods specified in the list of dangerous goods defined in the Technical Instructions for the Safe Transport of Dangerous Goods by Air Doc 9284, International Civil Aviation Organization (ICAO);

primers, detonators, electric detonators, electric igniters, detonating and flammable cords;

2) radioactive substances;

3) narcotic substances in accordance with the Law of the Republic of Kazakhstan dated July 10, 1998 "On narcotic drugs, psychotropic substances, precursors and measures to counteract their illegal trafficking and abuse";

4) Compressed and liquefied gases, including gases for domestic use, all types of aerosols except: medicines - aerosols and oxygen cylinders used for medical purposes, within the volumes required to maintain the passenger's health;

carbon dioxide cylinders to power artificial limbs (prostheses);

carbon dioxide cylinders for self-inflating life jackets;

portable inhalers (nebulizers), which are wireless, silent, rechargeable lightweight devices designed to treat acute and chronic respiratory diseases and kept in the passenger's pocket;

non-flammable and non-toxic aerosols up to 100 milliliters are allowed to be carried in hand luggage, over 100 milliliters are allowed in luggage not accessible to passengers;

5) flammable liquids and substances, including acetone, gasoline, samples of petroleum products, methanol, methyl ether, brake fluid, carbon disulfide, ethers and other flammable liquids, including alcoholic beverages with an alcohol content of more than 70% by volume (140% strength);

6) flammable solid substances - substances which, due to the effect of water on them, release heat and flammable gases, that may cause self-inflammation and fire:

potassium, sodium, metallic calcium and their alloys;

white, yellow, red phosphorus, other substances categorized as flammable solids;

organic peroxides;

colloidal nitrocellulose;

7) poisonous and toxic substances:

any poisonous, potent and toxic substances in liquid or solid state packed in any container: brucine, nicotine, strychnine, tetrahydrofurfuryl alcohol, antifreeze, ethylene glycol, mercury, all salts of hydrocyanic acid and cyanide products, cyclone, cyanol, arsenic anhydride and other potent poisonous and toxic substances;

8) infectious or biologically hazardous materials, substances and items containing them;

9) caustic and corrosive substances:

inorganic acids, including hydrochloric, sulfuric, nitric and other acids;

hydrofluoric (hydrofluoric) acid and other strong acids specified in the list of dangerous goods defined in the International Civil Aviation Organization (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air Doc 9284 and corrosive substances;

10) empty lighters, parts of the fuel system of the vehicle that contained fuel, as well as containers that were used for transportation or storage of fuels and lubricants, having traces or specific smell of fuels and lubricants.

9.2.1.2 Dangerous substances and items prohibited for carriage in hand baggage and in the baggage compartment accessible to passengers:

1) all types of firearms (combat handguns; civilian and service weapons), weapons actions of which are based on the use of electrical energy, radioactive rays and biological factors; throwing, electrical, mechanical weapons, including firearms with rifled barrels, smoothbore, combined, barrel less, gas, pneumatic signaling and training weapons, parts of firearms (except for telescopic sighting devices and sights);

weapons having a shape imitating other objects, as well as industrial fastening guns, bows, crossbows, harpoon guns and guns for underwater hunting, lighters in the form of firearms, signal flares, starter pistols, devices of temporary defeat, shock and electric shock effect, slingshots, as well as all copies and objects imitating the above (including in the form of toys);

2) stabbing and cutting weapons, objects of percussive-crushing action and sharpened objects, as well as objects imitating them: a checkers, sabers, cleavers, yatagans, broadswords, swords, machetes, epees, bayonets, daggers, dirks, stilettos, knuckles, tassels, other bladed weapons and any kind of knives, including technical and household knives, axes, arrows and arrow-shaped striking elements, including throwing stars, cats, harpoons, ice axes, canes with sharpened metal ends, skates, knives, scalpels, dangerous razors, scissors with blades of more than 3 centimeters long (scissors with blunt or rounded ends with blades of less than 3 centimeters long are allowed for transportation), ski sticks and walking/hiking sticks, other stabbing and cutting objects for household and industrial purposes, including tape measures with metal bands and objects made of any material strong enough to be used as potential weapons, as well as copies and objects imitating them (including in the form of toys).
Items that can be used to attack passengers and crew members, including: medical, locksmith, sewing and work tools that can be used as a stabbing or cutting object, such as, needles (except in a life-saving situation).

In such cases, it is required to carry a certificate from the attending physician confirming the need to use a syringe during the flight) drills and bits, all types of saws, screwdrivers, taps, hammers, pliers, wrenches/spanners, soldering equipment;

3)ammunition for firearms and gas weapons, including combat, light and sound, traumatic cartridges,

empty loaded hunting cartridges;

4) items with blunted ends: bats for baseball, softball, croquet, polo; cues for billiards, snooker and pool; all kinds of batons (hard or flexible) and means of hand-to-hand combat; fishing rods; sticks for golf and other sports games; paddles, including for canoes and kayaks, skateboards;

Note to subparagraphs (1) to (3):

transportation of civilian and service weapons and ammunition (except for ammunition for gas weapons, prohibited for transportation on passenger aircraft), shall be carried out in accordance with the Order of the Minister of Internal Affairs of the Republic of Kazakhstan dated July 1, 2019, No. 602 "On Approval of the Rules of turnover of civilian and service weapons and ammunition" (registered in the State Registration of Regulatory Legal Acts under No. 18961);

5) Dry ice; cardiac muscle stimulators or other devices on radioactive isotopes and radioactive pharmaceuticals in the human body; chair - gurneys for the transportation of patients or other mobile means containing rechargeable batteries; hair curling irons containing gas and gas refueling elements for them; hair curling irons containing gas and gas refueling elements for them; mercury barometers or thermometers, medical or clinical thermometers in accordance with the restrictions defined in Appendix "A" to Appendix 12, "Overview of Procedures for the Transportation of Dangerous Goods by Air" of Aviation Safety Manual Doc 8973 of International Civil Aviation Organization, ICAO.

9.2.1.3. Substances and items prohibited for transportation in hand baggage: liquids, aerosols and gels kept in containers with a capacity of more than 100 milliliters, including:

water and other beverages, soup, syrup, jam, stew, sauces and pasta;
food products in sauces or containing large amount of liquid;

creams, lotions, cosmetics and oils;

perfume;

sprays;

gels, including hair and shower gels;

Contents of pressurized containers, including shaving foam, other types of foam, deodorants;

pastes, including toothpaste;

mixtures of liquids and solids;

mascara;

lip gloss.

Medicines, baby food and special dietary needs in the amount required for the duration of the flight, as well as liquids purchased in duty-free stores at the airport or on board the aircraft, packed in a securely sealed plastic bag providing visual identification of access to the contents of the bag during the flight (with a receipt for the purchased goods), on which there is a reliable confirmation that this purchase was made in airport duty-free stores or on board the aircraft on the day(s) of travel are an exception from transportation.

9.2.1.4. Substances and liquids of unknown composition, without factory packaging, relevant technical data sheet and certificate.

9.2.1.5 Dangerous substances and items prohibited for carriage in baggage: portable electronic smoking devices powered by batteries, including:

electronic cigarettes, electronic thin cigars, electronic cigars, electronic cigars, electronic pipes, personal vaporizers, electronic nicotine delivery systems). The lithium content of batteries must not exceed 2 grams and the specified capacity of lithium-ion batteries must not exceed 100 watt-hours.

portable electronic devices (watches, calculators, cameras, cell phones, portable computers, video cameras, etc.) containing lithium or lithium-ion cells and spare batteries. No more than two separately protected spare batteries per person.

For the transportation of portable electronic devices containing lithium-ion batteries and spare lithium-ion batteries with a specific capacity in watt-hours of 100 watt-hours but not exceeding 160 watt-hours, as approved by the operator

9.2.2.

To ensure the safety of luggage Airline recommends:.

- use for travel quality suitcases with reliable locks;.
- remove old tags after each flight;.
- use personal address tags outside the luggage;.
- for the purpose of visual identification of baggage mark it with a ribbon or other. individual mark;.
- wrap the luggage with packing film to avoid damage to the luggage and. restrict access to the contents of the luggage

9.2.3. The Air company does not recommend to include these in the checked-in baggage:

- Fragile, delicate items and easily-broken or rapidly deteriorating items;
- Money;
- Keys;
- Jewelry and products made of precious metals and silver;
- Natural fur;
- Electronic equipment;
- Computer equipment components for computers, consoles, programs;

- Audio and video equipment, photo and movie equipment, as well as related items;

- Eyeglasses, binoculars and other optical devices;

- Technical, medical and other documentation;

- Business and personal documents;

- Securities and valuable things;

- Production equipment and samples / templates;

- Video/audio tapes, disks, floppy disks and other storage media;

- Medical supplies, equipment;

- Photo cards, antiques;

- Things and items that cannot be recovered;

- Liquids, perfumes, alcoholic beverages;

Electronic devices containing lithium or lithium-ion cells and spare batteries are prohibited as baggage.

ARTICLE 9.3. BAGGAGE PACKING

9.3.1. Each piece of check-in baggage shall have sound package ensuring its safety during transportation and handling and precluding any possibility of harm to passengers, crew, third persons, damage to the aircraft, baggage of other passengers or other property. The baggage that does not meet the requirements for transportation is not allowed.

9.3.2. The combining two or more pieces of baggage with separate packages in one piece is not allowed.

9.3.3. The baggage the package of which contains sharp, protruding objects, as well as baggage in defective packaging is not allowed for transportation.

9.3.4. The baggage that has visible damages, which do not affect its safety during transportation and handling and which may not cause harm to passengers, crew, third parties, damage to the aircraft, baggage of other passengers or other property, may be accepted for transportation as checked-in baggage upon the consent of the Airline. In this case, the presence and type of damage is confirmed by the passenger's signature on the reverse of the baggage tag.

9.3.5. Airline has the right to refuse to accept baggage as checked-in baggage if the baggage is not placed in a package ensuring its safety under normal conditions of handling.

Article 9.4. FREE BAGGAGE AND CARRY-ON LUGGAGE ALLOWANCE

9.4.1. The free baggage and carry-on luggage allowance is set by the Airline.

9.4.2. The baggage allowance of a passenger by air transportation is regulated by the number of seats, baggage weight in kilograms (kg) and dimensions by the sum of three dimensions.

9.4.3. Passenger has the right to free luggage allowance within the established norms according to the acquired fare.

9.4.4. The allowance for the free carriage of baggage, including the items carried by a passenger (cabin baggage), is established by the Airline depending on the type of aircraft, class of reservation, tariff and itinerary.

9.4.5. The allowances for the free carriage of check-in baggage are listed on the website www.scat.kz. Airline has the right to establish exceptions to the standard conditions of free baggage allowance on certain routes, notifying the passenger about it when booking the flight. The information about free baggage allowance is also provided to passengers when executing transportation at the place of its registration.

9.4.6. Check-in baggage. Piece Concept

The free baggage allowance for children under 2 years of age traveling without a seat on domestic and international flights on routes where free baggage allowance is set by the number of pieces ("Piece Concept") is 0 pieces 0 kg.

Every Passenger with the exception of passengers in the "Child up to 2 years old/Infant" category without providing an individual seat has the right to carry free baggage, depending on the fare brand:

Economy class –

- Light, includes:
- Carriage of baggage on a fee basis, according to current tariffs
 - OPTIMUM, includes:
- Free carriage of baggage (1 piece of luggage up to 23 kg and dimensions in the sum of three dimensions not exceeding 158 cm);
 - Flexible, includes:
- Free carriage of baggage (2 pieces of luggage up to 23 kg each with dimensions in the sum of three dimensions not exceeding 158 cm each);

Business class, includes: -

- Free carriage of baggage (2 pieces of luggage up to 23 kg each with dimensions in the sum of three dimensions not exceeding 158 cm each);

9.4.7. Check-in baggage. Weight Concept

On the subsidized routes, baggage allowance is set by Weight Concept

The free baggage allowance for children under 2 years of age traveling without a seat on domestic and international flights on routes where free baggage allowance is set by weight ("WEIGHT CONCEPT") is 0 kg.

Every Passenger with the exception of passengers in the "Child up to 2 years old/Infant" category without a seat is entitled to carry free baggage in the amount of:

- 30 kg of check-in baggage + 10 kg of unchecked baggage (carry-on luggage) on business class ticket;
- 20 kg of check-in baggage + 5 kg of unchecked baggage (carry-on luggage) with an economy class ticket;

In which case, the dimensions of the checked baggage may not exceed 158 cm in the sum of three dimensions.

9.4.8. Airline based on commercial reasons or conditions of agreements between the Airline and other Carriers, has the right to increase the rates of free luggage transportation and establish other benefits. Transitional norms are put into effect and cancelled by written instructions or orders of the Airline.

9.4.9. Airline and a passenger operations sales agent shall inform the passenger about the free baggage allowance established for the carriage, as well as about the need to pay for excess baggage or baggage subject to mandatory payment. Airline and a passenger operations sales agent shall inform the passenger about the conditions of return or non-return of payment in case of refusal to receive the additional service (transportation of paid excess luggage, etc.).

9.4.10. Information about free baggage allowance, conditions of return of the issued EMD or MCO is also informed to passengers at the place of transportation processing, at the place of its handling.

9.4.11. The passenger baggage allowance by air transportation is regulated by the number of seats, luggage weight in kilograms (kg) and dimensions by the sum of three dimensions.

9.4.12. In case of transfer carriage, free baggage allowance is set in accordance with the through baggage allowance between the final points of carriage. For connections up to 24 hours, transfer baggage is registered to the final destination or to the transfer point, depending on the capacity of the departure/transfer airport and the requirements of the state authorities at the transfer point and/or the passenger's will. If there is transfer baggage in excess of free baggage allowance (oversized/heavy/excess baggage) and a through baggage rate, payment for luggage transport is made according to the through luggage rate. On through routes with one or more transfers less than 24 hours: published through fare for excess baggage (if any) is charged once for the whole carriage. On through routes with one or more transfers/stops for more than 24 hours or turn and if the passenger wishes to collect his/her luggage at an intermediate airport: excess baggage fee is charged for each flight segment. If transportation is performed using separate tickets on each route segment, the conditions for free baggage allowance correspond to the norms specified in the ticket for each section of the route. A receipt for excess baggage payment or EMD on a through baggage tariff is issued for the whole route of passenger transportation to the destination point with a connection up to 24 hours. If the passenger stays at the connecting airport for more than 24 hours, the passenger and his baggage are processed only to the point of intermediate landing.

9.4.13. If so desired by the passenger, payment for the carriage of baggage in excess of the free baggage allowance is made to the point of stopover or transfer.

9.4.14. If at the point of departure the passenger delivers luggage in the amount less than the amount stated and paid in advance when booking the ticket, a difference in payment for transportation between the declared and the actual weight and/or number of baggage pieces is to be refunded to the passenger in the currency of the original payment.

9.4.15. If the passenger has presented for carriage a greater amount of baggage than it was declared and paid for in advance, this baggage is accepted for carriage on the same aircraft as the passenger only if there is available tonnage and after an appropriate extra charge.

9.4.16. In case of involuntary change of the transportation route, if required by flight safety and/or aviation security conditions, as well as in cases where the events are caused by force majeure, a passenger carries free of charge as much baggage as he/she was allowed to take on the route and class of service originally paid.

9.4.17. The free baggage allowances for check-in baggage are valid for the entire itinerary in each direction from the baggage check-in point to the destination point or to the first stopover point on the itinerary for more than 24 hours, provided that all flights are operated by the Airline.

9.4.18. The free baggage allowance does not apply to:

- Oversized and heavy baggage (baggage, one piece of which exceeds 215 cm in the sum of three dimensions and/or its weight exceeds 32 kg);
- Pets and birds, with the exception of guide dogs accompanying passengers with visual impairment;
- Flowers, plant seedlings, food herbs, dried plants, branches of trees and shrubs weighing more than 5 kg (accepted for international transportation as baggage, unless prohibited by quarantine regulations of countries of departure, transfer, destination and with a quarantine certificate, if required).

The carriage of these items is charged as an extra seat, at the excess baggage tariff set by the Airline, effective at the time of payment.

**ARTICLE 9.5. CONDITIONS OF THE CHECK-IN BAGGAGE TRANSPORT FOR
TRANSPORTATION BY FLIGHTS OF SEVERAL AIRLINES WITHIN ONE ROUTE:**

9.5.1. The conditions for passenger baggage transportation, the carriage of which is issued on a single ticket is determined by the terms and conditions of IATA Resolution 302 on the basis of the principle of the dominant carrier on the route.

9.5.2. In case a passenger carries baggage by flights of two or more airlines on the entire route from the baggage check-in point to the first stopover point for more than 24 hours (stopover) or turnaround will be subject to the baggage carriage rules (free baggage allowance and excess baggage rates) of the dominant carrier. A dominant carrier as defined by IATA resolution is a carrier that performs transportation between the fare bands or under IATA zones or performs transportation on the first international leg in case of transportation within one sub-zone.

9.5.3. The dominant carrier for travel to and from U.S. points is the carrier (for code-share flights-marketing partner) crossing the Atlantic or Pacific Ocean.

9.5.4. In the case of excess baggage of a passenger, the carriage of which is formalized with a single ticket for flights of two or more airlines (interline carriage), issuance is possible only on a paper form of excess baggage receipt, EMD registration is not possible.

**ARTICLE 9.6. CARRY-ON LUGGAGE AND BELONGINGS CARRIED BY THE
PASSENGER.**

9.6.1. The carry-on luggage and items carried by the passenger are the unchecked luggage.

9.6.2. Every passenger with a ticket, with the exception of children carried without providing an individual seat in the cabin, is allowed free carry-on baggage, allowable weight of which is set by the Airline.

9.6.3. With a view to ensuring aviation security, protection of life and health of passengers and crews of aircraft, items and substances forbidden to be carried by air transport under aviation security conditions shall not be carried in carry-on luggage.

9.6.4. May be carried as hand luggage:

for economy class passengers depending on the tariff brand:

- Light includes:

free transportation of hand luggage up to 5kg and dimensions of 55x40x25cm;

- OPTIMUM includes:

free transportation of hand luggage up to 10kg and dimensions of 55x40x25cm;

- Flexible includes:

free transportation of hand luggage up to 10kg and dimensions of 55x40x25cm;

for business class passengers-free transportation of hand luggage 2 places up to 10kg each with dimensions of 55x40x25cm;

9.6.5. Airline or its authorized agent when handling the carry-on luggage carried in the cabin of an aircraft shall give the passenger a "Carry-on luggage" tag for each seat he/she presents.

9.6.6. In case of exceeding the baggage allowance (its non-compliance with any standards set by the Airline), a passenger shall pass it as check-in baggage in the manner and under the conditions stipulated by the fare rules for the passenger's ticket and the present Rules. The extra charge for excess weight over 5 kg is allowed for the Light brand, over 10 kg - for Optimum and Flex brands, but not more than 12 kg, based on applicable fares.

9.6.7. If as a result of carry-on luggage check-in as a separate piece of check-in baggage the free baggage allowance stipulated by the fare rules of the Airline under which the passenger's ticket is issued is exceeded, he/she shall pay for such excess baggage.

9.6.8. In excess of the established norm of free hand baggage transportation a Passenger has the right to carry items (things) that may be needed during boarding, landing or in flight, and the weight of carried items shall not exceed 5 kg, the dimensions in the sum of three measurements shall not exceed 80 cm. and the number of items must not exceed 1 place.

Such items (things) include:

- A backpack, handbag, or briefcase with items packed in it;
- umbrella;
- bouquet of flowers;
- baby food for the child needed during the flight;
- portable computer (laptop);
- a suit in a garment bag;

a device for carrying a child (baby cradle, restraint systems (devices) for children under two years of age, a baby stroller with dimensions not exceeding 55x40x25cm, weight not exceeding 10kg) during transportation of a child, which can be safely placed in the cabin on a shelf above the passenger seat or under the seat of the front passenger seat.

As a restraining device and if there is a separate paid seat for the child, a portable child seat certified for use in air transportation, equipped with seat belts and dimensions allowing for placement in the passenger seat, may be carried;

crutches, walking sticks, walkers, rollators, folding wheelchair, removable prosthetic limbs (arms, legs) used by a passenger and which can be safely placed in the cabin on the shelf above the passenger seat or under the seat in front of the passenger seat.

medicines, inhalers, oxygen tank with the capacity not exceeding 5 kg and dimensions not exceeding 55x40x25cm, necessary to ensure the passenger's vital activity during transportation. The airline has the right to request a medical certificate on the necessity to use the above items;

In addition, the list of items carried free of charge by a passenger shall include oxygen breathing devices intended to support breathing (except for those containing liquid oxygen), which are authorized for transportation and use on board an aircraft (in the cabin of the aircraft) by the manufacturers of such devices, the use of which is vital for the passenger and which is confirmed by an applicable medical certificate of form No. 027 /u, approved by the Acting Minister of Health of the Republic of Kazakhstan by the Order of the Minister of Health of the Republic of Kazakhstan from October, 30, 2020 № ҚР ДСМ-175/2020 (registered in the State Registration of Regulatory Legal Acts under No. 21579).

liquids purchased in duty-free stores at the airport or on board the aircraft must be packed securely sealed in a plastic bag that provides identification of access to the contents of the bag during the flight, the dimensions of which in the sum of 3 dimensions do not exceed 120 cm, on which there is a reliable confirmation that this purchase was made in airport duty-free stores or on board the aircraft on the day (days) of the trip.

9.6.9. Airline is not responsible for the carry-on baggage carried in the cabin. In the event of a flight interruption, a passenger when disembarking from the aircraft shall take with him/her the carry-on luggage placed there.

9.6.10. The baggage consolidation is prohibited.

Transportation of products of plant and animal origin, products produced from these, live plants, fish seed and other cargoes, which require special conditions during storage and transportation, as unchecked baggage (i.e. carry-on luggage) is prohibited on flights of the SCATAirline JSC.

The transportation of products of plant and animal origin is carried as check-in baggage in accordance with international treaties of countries to the territory, from the territory or through the territory of which the carriage is made, and included in the free baggage allowance, according to the purchased fare, while meeting the packaging requirements of the current version of the IATA PCR.

The packaging for transportation of products of plant and animal origin shall be of high quality, appropriate to the nature of the product presented for transportation and its properties:

- Vegetables and fruits shall be packed in wooden crates, cardboard boxes, with the necessary technological holes for free ventilation of air inside the package, as well as in wicker baskets, etc.,

strong enough to protect the contents from squeezing. The bottom of the package should have a cushioning material that eliminates the possibility of fluid leakage;

- Berries in loose and / or grinded form should be packed / filled in metal, glass, ceramic, wooden plastic and other containers, which must be hermetically sealed, withstand internal excess pressure, depending on the height of flight and temperature fluctuations and completely exclude the possibility of leakage, spillage or scattering of the contents;

- Live plants, flowers, seedlings, tubers, seeds should be placed in cardboard boxes with ventilated openings or wicker baskets if not prohibited by the quarantine regulations of the countries of departure, transfer, or destination, and with a quarantine certificate, if required;

- Cooled or frozen plant and animal products requiring special storage and transportation conditions must be packaged in special heat-insulated containers/containers, or in combined containers or containers that exclude the possibility of leakage of the contents. The outer package may be a wooden, plastic or cardboard container, lined inside with a water-repellent film. If carbonic ice is used for cooling, it should be packed in polyethylene waterproof bags. The contents should be placed in another plastic bag/s, tied with elastic tape, then placed in a box and covered with plastic film on top. The box is sealed with sticky tape.

The "Upper part" special marking is placed on the outer sides of the box. The damaged packages are not accepted for transportation.

ARTICLE 9.7. EXCESS (PAID) BAGGAGE

9.7.1. The excess baggage is a part of the baggage weight which exceeds the free baggage allowance, set by the Airline, or requires mandatory payment regardless of the stated allowance.

9.7.2. A passenger shall inform the Airline or a Passenger air transportation sales agent in advance of the intended weight and number of pieces of baggage in excess of the established standard, it is obligatory to make a reservation for such baggage.

9.7.3. All types of excess baggage are carried subject to availability of technical capabilities of the aircraft.

9.7.4. Passenger shall pay for the carriage of the baggage exceeding the free baggage allowance at the baggage rates indicated on the Airline's website www.scat.kz approved by the Airline's regulatory documents. Failure to comply with these conditions, the carriage of excess baggage is not allowed.

9.7.5. Airline has the right to establish a prohibition on excess baggage transportation for certain routes notifying the passenger about it when booking and arranging transportation.

9.7.6. Passenger shall pay for the carriage of baggage in excess of the free baggage allowance set by the Airline, at the established rate in effect on the date of issue of the excess baggage receipt or EMD for all transportation to the destination or stopover (or transfer) point.

9.7.7. If a passenger presents for carriage more baggage than was previously agreed with the Airline and paid, then such amount of baggage may be accepted for carriage strictly subject to free capacity on the aircraft and its payment by the passenger.

If at the point of departure the passenger presents less luggage than the amount declared and paid in advance when making the ticket, a difference in payment for transportation between the declared and the actual weight and/or number of baggage pieces is to be refunded to the passenger in the currency of the initial payment.

9.7.8. At a stopover or transfer point, a passenger has the right to reduce or with the consent of the Airline to increase the number of pieces of carried baggage.

9.7.9. If a passenger increases the number of pieces of baggage carried en route, he/she shall pay the cost of carriage of such baggage.

9.7.10. When booking a seat on an aircraft or buying a passenger ticket a passenger shall inform the Airline or passenger air transportation sales agent in advance about the carriage of non-standard baggage. In the absence of advance reservation, the Airline shall have the right to deny carriage of such baggage.

9.7.11. A receipt for excess baggage payment or the electronic miscellaneous document (EMD) certifies the passenger's payment for the transportation of the payable baggage. The electronic miscellaneous document (EMD) shall be kept throughout the carriage. A receipt of electronic miscellaneous document EMD shall be on hand in hard copy or on an electronic device and be presented to authorized agents at the request of the Airline.

9.7.12. The receipts for excess baggage payment, miscellaneous charges order (MCO) executed on paper forms shall be retained during the entire transportation and presented to the authorized agents at the request of the Airline. If the Passenger has no receipt for excess baggage or MCO, the excess baggage is considered unpaid.

9.7.13. Airline shall have the right to check the weight of baggage and carry-on luggage carried by the passenger at the landing airport and (or) at the airport of destination. If it is established that the passenger carries luggage in excess of the established free baggage allowance or in excess of the quantity indicated in the baggage receipt without appropriate payment for such transportation, a passenger shall pay the cost of the unpaid part of the baggage.

9.7.14. The procedure of settlements in case of passenger's refusal to carry baggage subject to extra charge, if the baggage is not accepted for carriage by the Airline and a baggage receipt is not issued.

In case of passenger voluntary refusal of the carriage of excess baggage:

- Passenger is refunded the baggage fee for the unused part of the transportation route. The voluntary refund (at passenger's request) of the through baggage rate at the point of transfer (boarding) is not available.

9.7.15. Involuntary refund (through the Airline's fault, medical case, force majeure, etc.) of a baggage rate:

- If the carriage was not performed on any segment, passenger is refunded the amount of the baggage rate paid for the carriage.
- Involuntary refund (through the fault of the Airline, medical case, force majeure, etc.) at the point of transfer (landing) or at the turnaround point, is calculated as a difference between the initially applied baggage rate and the baggage rate of the actually performed transportation.

9.7.16. Сборы за отказ от перевозки багажа, подлежащего дополнительной оплате, не взимаются.

ARTICLE 9.8. TRANSPORTATION OF SPECIAL NON-STANDARD BAGGAGE

The transportation of non-standard baggage is performed upon prior agreement with the Airline, if technically feasible.

9.8.1. Oversized and overweight baggage.

9.8.1.1. The transportation of oversized and overweight baggage is performed with the prior consent of the Airline, if technically feasible.

9.8.1.2. Oversized baggage is baggage, the dimensions of a single piece in the sum of the three dimensions exceed 158cm, while the maximum dimensions may not exceed 215cm.

9.8.1.3. Overweight baggage is baggage, the weight of a single piece exceeding 32 kg, with a maximum weight not exceeding 50 kg.

9.8.1.4. The oversized and/or heavy baggage is accepted for carriage provided that the dimensions of the loading hatches and baggage-cargo compartments of the aircraft allow loading (unloading) it on/off the aircraft and placing it on board the aircraft. This baggage shall have handles for carrying and devices for securing it when moving to the aircraft, from the aircraft and on board the aircraft. During the check-in, a heavy baggage is marked with a "HEAVY" tag indicating the weight.

9.8.1.5. The free baggage allowance does not apply to the transportation of oversized and overweight baggage. The carriage of such baggage shall be paid for at the excess baggage rates set by the Airline.

9.8.1.6. Airline has the right to refuse to accept for carriage oversized and overweight baggage, if it does not meet the above requirements.

9.8.1.7. If it is necessary to transport oversized and/or overweight baggage on the aircrafts of several airlines, the Airline issuing carriage documents for this baggage shall obtain the consent of these airlines for such carriage.

ARTICLE 9.9. ANIMAL TRANSPORTATION

9.9.1. The transportation of animals in the baggage compartment is subject to prior approval by the Airline, if technically feasible.

9.9.2. Airline accepts domestic pets (birds) and service dogs of the police dog units of public agencies (hereinafter referred to as "working dogs") for carriage as a special type of non-standard baggage with the payment of special baggage rates (whether or not there are other passenger's things carried as luggage).

9.9.3. The animal (bird) and service dog, container (cage) and foodstuff intended for animal (bird) feeding are not included into free baggage and carry-on baggage allowance and paid by passenger according to a special baggage rate set by the Airline. A guide dog accompanying a sight/hearing impaired passenger is carried free of charge in the aircraft cabin.

9.9.4. The domestic pets (birds) are accepted for carriage only accompanied by adult passengers and with the prior consent of the Airline. Two hours before departure, a passenger should feed and water the animal, walk it and be sure to examine it.

9.9.5. When transporting domestic animals (birds), a passenger shall submit the necessary documents stipulated by the legislation of the Republic of Kazakhstan, international treaties and the legislation of the country to, from or through the territory of which the transportation is performed.

9.9.6. The domestic animals (birds) when transported shall be placed in a container (cage) that provides the necessary comfort during transportation, with air access and a reliable latch (lock).

The owner of the animal/bird shall use a container for transportation, design and material of which allows for safe transportation and protects the animal/bird from damage during transportation.

The container shall be made of impact-resistant, rigid material. A container made entirely of welded, wire or wire mesh is not accepted for transportation.

The size of the container shall allow the animal to stand up to its full height and turn 360 degrees, to lie down in easy posture. The bottom of the container should be solid, waterproof, and covered with absorbent, non-toxic material. The design of the container bottom should prevent absorbent material from spilling. The roof of the container shall be solid. The top of the sides of the container should have ventilation holes/grilles to allow air access. The container door shall be securely fastened to the container so that the animal cannot kick it out. The door mesh size should not exceed 25x25 mm in order to avoid getting into the cell paws, nose or tail of the animal. The container shall be securely locked to prevent unauthorized opening of the container, opening of the container by the animal or unauthorized access to the animal in flight. The internal surface of the container should have smooth rounded surfaces that exclude damage to the animal during transportation.

If the container is equipped with wheels, they shall be removed or fixed in the non-operational position for transportation. When transporting poultry, the container should be covered with strong fabric that prevents access to light. The container (when transporting an animal in the baggage compartment) shall be equipped with handles for its lifting and carrying by two loaders.

The dogs classified as dangerous breeds (aggressive, guard, fighting breeds) are transported only in the baggage compartment in rugged cages:

Container door shall be metal, smooth; upper and lower parts of the collapsible container shall be connected by metal bolts with nuts.

9.9.9. When transporting an animal in the baggage compartment, only one animal may be in the container. The weight of the animal together with the container shall not exceed 50 kg. In the case

of transportation of several containers by the same passenger, payment is made for each container separately.

9.9.10. A guide dog and working dog are accepted for carriage in the cabin of an aircraft by prior agreement with the Airline only with a muzzle, collar and leash. The transportation of visually impaired passengers accompanied by a guide-dog can be performed upon presentation to the Airline or an authorized agent of a document confirming the date of disability of this passenger, a veterinary certificate and a certificate of special training shall be presented for the guide dog. For a service dog, the passenger shall present a document confirming the special training of the dog, and a document that the passenger is a member of the canine unit of the public agency. The passengers carrying a dog in the passenger cabin without a container are given seats at the end of the passenger cabin (except for the seats near emergency exits). During the flight, the dog shall be placed in the area of the passenger seat of the passenger it accompanies, shall be tied at his feet, must not interfere with the standard service procedures, shall not answer the call of nature on board and shall not endanger the hygiene of the passenger cabin. The dog shall wear a muzzle and collar throughout the flight.

9.9.11. The passengers with animals are not allowed in the emergency exits, near the kitchens and toilets. The animals may not be placed in the passenger seats area of other passengers.

9.9.12. Airline shall not be liable for bodily injury, illness or death of such animals and birds, as well as in case of refusal of their importation or transit through any country or territory.

9.9.13. The special rules for the importation of animals apply to a number of states. The passenger can find out in advance the necessary information on the rules for bringing animals into the country of destination at the embassy or consulate of the country from, to or through the territory of which the carriage is carried out.

9.9.14. A passenger may be denied carriage of animal in cases where:

- Transportation of animal has not been previously agreed upon with the Airline and is not confirmed by the Airline;
- No documents required for transportation of the animal;
- Transportation of the animal is not paid;
- Animal exhibiting the threatening or restless behavior;
- The cage does not meet the requirements for transportation of an animal in the luggage compartment, including the requirements for transportation of dogs of potentially dangerous breeds (guard, aggressive, combat);
- A threat to the health and safety of other people or disruption of passenger service on board the aircraft exists.

ARTICLE 9.10. ANIMALS NOT ALLOWED TO BE TRANSPORTED BY AIR AS BAGGAGE

The following animals are not allowed to be transported as baggage by air:

- Sickly and test animals, air transportation of which as baggage is prohibited by the legislation of the Republic of Kazakhstan, international treaties, as well as the legislation of the country, to, from or through the territory of which the carriage is made;
- Reptiles;

- Rodents;
- Insect;
- Fish and fish seed,
- Sea and river animals requiring transportation in water.

ARTICLE 9.11. BAGGAGE CARRIED IN A PASSENGER SEAT IN THE CABIN

9.11.1. The carriage of baggage in a passenger seat in the aircraft cabin is carried out with the prior approval of the Airline, if technically feasible.

9.11.2. The baggage that requires special conditions of transportation (for example, valuable, fragile, brittle, breakable items) may be accepted for transportation in a passenger seat in the aircraft cabin if:

- A passenger has previously agreed this service with the Airline and received confirmation of the carriage;
- The baggage passed a special inspection for aviation security using technical facilities for security check.

The weight of such baggage may not exceed 75 kg, and its dimensions may not exceed 30x40x90cm (Length x Width x Height).

9.11.3. Passenger shall pay the ticket for extra seat at the baggage-free fare applicable to adult passengers, the cost of which is 100% of the available baggage-free fare except for airport fees, with charging the YR fee, if provided for in the fare rules. The fee for transportation of excess baggage is not charged in this case. The free baggage allowance for an extra seat for baggage in the passenger seat is not provided.

9.11.4. The baggage carried in the passenger seat shall be packed in such a way as to prevent damage to the equipment of the aircraft cabin during transportation. The package of baggage carried in the aircraft cabin shall have attachments for securing it in the passenger seat.

9.11.5. The baggage carried in the passenger seat is placed on the passenger seat by the porthole and secured with a seat belt.

9.11.6. The baggage carried in the aircraft cabin is delivered to the aircraft, lifted, placed in the cabin, removed from the aircraft and delivered from the aircraft by the passenger carrying the baggage.

9.11.7. The baggage that requires special conditions of transportation and carried in a passenger seat in the aircraft cabin is not subject to check-in. The passenger is responsible for its integrity.

ARTICLE 9.12. TRANSPORTATION OF MUSICAL INSTRUMENTS

9.12.1. The transportation of musical instruments is performed with the prior approval of the Airline.

9.12.2. The transportation of musical instruments is carried out both in the baggage compartment and in the passenger cabin, with prior approval of the Airline.

9.12.3. One musical instrument with dimensions not exceeding 120 cm in three dimensions may be carried as one piece of carry-on luggage at the passenger's discretion, in accordance with the established restrictions on its weight and quantity.

9.12.4. In case of transportation of musical instrument as carry-on luggage such musical instrument is the only piece of hand baggage allowed for transportation in the aircraft cabin.

9.12.5. When transporting musical instruments in the aircraft cabin with dimensions exceeding the established dimensions for transportation as hand luggage, but not exceeding 30x40x90cm (Length x Width x Height), the regulations of baggage transportation in the passenger seat are applied.

9.12.6. The musical instruments which exceed the established baggage dimensions for transportation in a passenger seat (as well as, at passenger's option, the instruments with smaller dimensions) are transported in accordance with general rules of free check-in and excess baggage transportation in baggage compartment of the aircraft in a package that ensures the safety of the tool during transportation.

9.12.7. The passengers traveling with musical instruments should apply to the check-in desk at the airport.

ARTICLE 9.13. TRANSPORTATION OF WHEELCHAIRS, STROLLERS AND OTHER ELECTRICALLY-DRIVEN AND NON-ELECTRIC SUPPORTING EQUIPMENT

9.13.1. Transportation of wheelchairs

9.13.1.1. In addition to the free check-in baggage allowance, passengers with disabilities have the option of free carriage of a wheelchair and another means of transportation / transfer (If used by a passenger).

9.13.1.2. The folding wheelchairs used by passengers whose weight and dimensions allow placing them safely in the cabin on a shelf above the passenger seat or under the seat of the forward passenger seat shall be allowed in the passenger cabin.

9.13.1.3. The wheeled chair, electric wheelchair are carried as checked baggage in the baggage compartment of the aircraft. The wheeled chair, electric wheelchair are carried free of charge, in addition to the baggage allowance.

9.13.1.4. The electric wheelchair transportation is performed under the following conditions: The batteries from the electric wheelchair shall be securely attached to the wheelchair, previously disconnected and insulated to prevent short circuits.

If it is not possible to load, fasten and unload the invalid's wheel chair in an upright position only, the battery shall be removed. The removed battery shall be transported in a sealed, chemical-resistant package with absorbent materials. The batteries should be labeled accordingly. The wet (spillable) batteries are only transported in an upright position. The li-ion batteries may only be transported in the aircraft cabin in a sealed container with the battery terminals insulated according to packing instruction 800 IATA DGR.

9.13.1.5. The removable prostheses of upper and/or lower limbs, crutches, walker, walking-stick, walking frames regardless of their size and weight are carried free of charge in the cabin or baggage compartment of the aircraft.

9.13.2. Transportation of strollers

9.13.2.1. In addition to the established norms of free carriage of carry-on luggage a passenger may carry one folding stroller in the cabin free of charge, if its size in a folded up state, including all its components, correspond to the dimensions of carry-on luggage 55×40×25 cm and weighing no more than 10 kg.

9.13.2.2. If a stroller being folded up exceeds the dimensions of carry-on luggage (55×40×25 cm, weight over 10 kg), it is carried in the baggage compartment of an aircraft as check-in baggage in excess of the established norm without charge. A stroller with dimensions exceeding 55×40×25 cm and weighing more than 10 kg shall be presented at the passenger check-in for labeling with a luggage tag and shall be delivered at the check-in desk.

The passenger may use a stroller before boarding the aircraft. The stroller on a compulsory basis is handed over for loading in the baggage compartment immediately before boarding. The feasibility of using a stroller at the airport before boarding and receiving it directly on board the aircraft upon arrival may be limited by airport security requirements.

9.13.2.3. In case of exceeding free baggage allowance (dimensions over 158 cm in total of 3 dimensions, or weight over 23 kg), the transportation of stroller is charged at the appropriate excess baggage tariff being in effect on the date of carriage.

9.13.2.4. The passengers are personally responsible for checking and packing the stroller before checking it in their baggage. The passenger shall ensure that the stroller is properly folded and secured and that all necessary measures for the safe transportation of stroller have been taken to avoid damage, dirt, etc.

9.13.2.5. If the stroller is not intended for a traveling infant or child, it will be carried as paid check-in baggage.

ARTICLE 9.14. FRAGILE BAGGAGE FOR WHICH THE COMPANY DECLARES THE LIMITATION OF ITS LIABILITY

9.14.1. This category includes the fragile baggage packed in ways that do not ensure its integrity or safety, as well as a baggage with damaged packaging. This category of baggage is accepted for carriage on condition that the Airline is not responsible for the integrity of its contents or packaging.

9.14.2. When checking-in such baggage, on the part of the luggage tag given to the passenger by an Airline employee, a note about the baggage damages can be made before check-in. The note shall be certified by the passenger's signature.

9.14.3. The transportation of fragile baggage is carried both in the passenger cabin and in the baggage compartment by prior approval of the Airline. When carrying fragile baggage in the passenger cabin, the regulations of baggage transportation in a passenger seat apply.

ARTICLE 9.15. RULES OF WEAPON TRANSPORTATION

9.15.1. The transportation of weapons is subject to prior approval by the Airline.

9.15.2. The air transportation of weapon, ammunition and special facilities (hereinafter - weapon) shall be carried out in accordance with the legislation of the Republic of Kazakhstan and regulatory documents of state executive authorities developed on their basis, the laws of other states and international treaties of the Republic of Kazakhstan.

9.15.3. The carriage of weapon by the persons while engaged in the performance of official duties, is performed in accordance with the Rules of Aviation Security approved by the Government of the Republic of Kazakhstan on July 25, 2003 No. 746 DSP, and in compliance with the laws of the country to, from or through the territory of which transportation is performed.

9.15.4. The following is prohibited for a passenger to have in the aircraft cabin during a flight:

- Firearms, gas spray gun, air gun, cold arms and mechanical weapons of all kinds;
- Side arms, revolvers, rifles, carbines, and other firearms, gas spray gun,
- Air gun, electroshock weapon and their simulators;
- Any deception device and replicas of weapon (including children's toys);
- Crossbows, speargun, swords, slasher, cleavers, scimitars, broadswords, swords,
- Pigstickers, bayonets, daggers, dirks, stilettoes, knives: hunting, paratroop, case knife, bayonet knives, knives with ejectable blade, knives with locking locks, as well as utility knives regardless of its purpose;
- Explosives, blasting agents, and items filled with them: all types of gunpowder, in any package and in any quantity; live ammunition (including small-caliber); cartridges for gas spray gun; primers (hunting pistols); pyrotechnical devices: signal and illumination rockets; signal cartridges, landing caps, smoke cartridges, sticks, slow match, Bengal fires, railway detonators; tolite, dynamite, trinole, ammonal and other explosive agents; detonating primers, electric exploders, electric primers, detonating and flammable cord.

9.15.5. The passengers who are employees of government agencies of the Republic of Kazakhstan have the right to carry weapon in the aircraft cabin of the Airline only provided that they are on duty. The carriage of weapon by these persons is performed only by the permit granted, and in the compliance with the laws of the country to, from or through the territory of which the shipment is made. If the aircraft route passes through the state border, then the question of carrying weapon on board shall be settled in advance by the passenger with the relevant authorities of the states concerned to comply with the laws and regulations in force in those states. The passenger shall have a permit to enter the country with a weapon from the competent authorities of that state.

9.15.6. An Aviation Security Service (ASS) officer accepts weapon for transportation, issues the necessary documents, delivers them to the aircraft at the airport of departure, and gives it back at the airport of destination.

9.15.7. The acceptance of weapon from a passenger for temporary storage during a flight is documented by a statement made in triplicate and signed by the owner of weapon and the ASS officer. The first copy of the statement is also signed by the Airline and left at the airport of departure at ASS, the second copy is given to the Airline, and the third copy is issued to the

passenger to receive the weapon at the airport of destination. ASS officer informs the passenger-owner of the weapon on the procedure of its receipt at the destination airport.

9.15.8. The weapon is not handed over for temporary storage for the period of the flight by Employees of the State Protective Service of the Republic of Kazakhstan, National Courier Service under the Government of the Republic of Kazakhstan having relevant individual travel orders, while engaged in the performance of official duties, as well as members of the armed forces and employees of other paramilitary companies, having relevant individual travel orders and accompanying the escorted persons.

9.15.9. The weapon is transported in a packed, lockable and sealed metal case, which should be placed in an isolated baggage or cargo compartment of the aircraft. In this case, weapon and ammunition shall be in separate packages.

9.15.10. The weight of the ammunition transported shall not exceed 5 kg per passenger. The ammunition shall be packaged in a sturdy, sealed box that prevents damage to the contents during transport.

9.15.11. The cartridges for gas spray gun and cylinders with lachrymatory (irritant) effect are forbidden to be carried.

9.15.12. The transportation of long barreled gun, which dimensions in disassembled state does not allow it to be placed in (standard) metal lockable boxes, is carried out in isolated baggage or cargo compartments of the aircraft in the passenger's packing, sealed by ASS (special container, case, briefcase, cover), and meeting the aviation safety requirements.

9.15.13. The handover of a weapon to a passenger at the airport of destination is performed by the Aviation Security Service officer, upon presentation by the owner of the weapon of the third copy of certificate, proof of his/her identity, and a document giving him/her the right to carry and keep the weapon, and, where necessary, the relevant permit for its import/export to/from the territory(s) of the Republic of Kazakhstan.

9.15.14. The weapon unclaimed by the passenger at the airport of destination shall be handed over by the Aviation Security Service officer to the internal affairs agencies.

9.15.15. The carriage of weapon is included in the baggage allowance. If the free baggage allowance is exceeded, baggage is accepted as excess baggage and paid at the applicable excess baggage rate applicable for that route.

9.15.16. In the case of transfer arms on domestic airlines flights, a passenger carrying the weapon shall document the weapon carriage again at the airport of transfer. The through check-in passengers carrying the weapon and following the domestic airlines flights by transfer is not allowed.

ARTICLE 9.16. TRANSPORTATION OF OFFICE EQUIPMENT, AUDIO, VIDEO, HOUSEHOLD APPLIANCES

9.16.1. The transportation of office equipment, audio, video, household appliances is performed with the prior approval of the Airline.

9.16.2. The transportation of office equipment, audio, video, household appliances (hereinafter referred to as "office equipment") is performed both in the aircraft cabin and in the baggage compartment of the aircraft.

9.16.3. When carrying in the cabin of an aircraft office equipment, the dimensions of which do not exceed 30x40x90cm (Length x Width x Height), the rules of baggage transportation in the passenger seat shall apply.

Portable electronic devices (watches, calculators, cameras, cell phones, portable computers, video cameras, electronic cigarettes, electronic smoking devices containing lithium or lithium-ion cells, as well as spare batteries) are prohibited for carriage in baggage.

Transportation of portable electronic devices containing lithium-ion batteries and spare lithium-ion batteries with a capacity of 100 watt-hours but not exceeding 160 watt-hours is carried out with prior approval of the Airline.

9.16.4. The office equipment exceeding the luggage dimensions for transportation in the passenger seat (as well as, at passenger's request, the equipment with smaller dimensions) shall be carried according to general rules of free check-in and excess luggage transportation in the baggage compartment of the aircraft in a package that ensures safety during transportation.

ARTICLE 9.17. DIPLOMATIC BAGGAGE

9.17.1. The transportation of diplomatic baggage is performed with the prior approval by the Airline

9.17.2. The diplomatic couriers carry diplomatic mail in the cabin of an aircraft and shall:

- Have on hand and present at the request of the Airline a document confirming his/her special authority as a person accompanying the diplomatic bag;
- Be responsible for the packing and handling of diplomatic bag in accordance with the prescriptions of the relevant international conventions and requirements of the public authorities of the points of departure, destination, and transfer;
- Be in charge of safe-keeping and integrity of diplomatic bag in land operations.

9.17.3. In the case of transportation of diplomatic baggage as carry-on luggage, such baggage is the only piece of carry-on luggage allowed to be carried in the aircraft cabin.

9.17.4. When carrying in the aircraft cabin the dimensions of diplomatic baggage exceeding the size established for transportation as carry-on luggage, but not exceeding 30x40x90cm (Length x Width x Height), the regulations of baggage transportation in a passenger seat shall apply.

9.17.5. The diplomatic bag exceeding the established baggage dimensions for transportation in the passenger seat shall be carried under the general rules of transportation of check-in free baggage and excess baggage in the baggage compartment of the aircraft in a package ensuring safety during transportation.

ARTICLE 9.18. TRANSPORTATION OF SPORTS EQUIPMENT.

9.18.1. The transportation of sports equipment is performed with the prior approval of the Airline.

9.18.2. Transportation of oversized equipment.

The oversized equipment is considered to be:

Tandem bicycle;

Hang glider;

Canoe and kayak;

Windsurfing equipment;

Sports poles;
Sports javelins;
Sports equipment over 32 kg;
Sports equipment exceeding the dimensions in the sum of 3 dimensions 158cm.

9.18.3. The carriage of large-sized sports equipment requires mandatory approval of the Airline and not included in free baggage allowance.

9.18.4. Transportation of skiing gear, water ski, skating equipment and golfing kit.

The transportation of skiing gear, water skis, skating equipment and golfing kit requires the preliminary approval of Airline.

The transportation of skiing gear, water skis, skating equipment and golfing kit is not included in the free baggage allowance.

The carriage of such baggage shall be paid for at the excess baggage rates set by the Airline.

9.18.5. Transportation of bicycle.

The air transportation of bicycle requires the preliminary approval of the Airline.

The transportation of bicycle is not included in the free baggage allowance.

The carriage of such baggage shall be paid at the rates set by the Airline for excess baggage.

The following rules should be followed when transporting a bicycle:

Bicycle handlebar is fixed parallel to the frame;

Air in the tires is deflated to avoid the effects of pressure changes during the flight;

Treadles are removed;

The protruding and sharp parts are wrapped in plastic or cardboard to protect the rest of the baggage;

Bicycle is packed in a dense bag or cardboard box.

9.18.6. Transportation of equipment for skin diving.

For transportation of baggage with equipment for diving, the prior approval of the Airline is required.

A diving kit contains one item of the following equipment each:

Breathing air cylinder;

Cylinder straps;

Regulator;

Measuring device;

Mask;

Knife;

Flashlight;

Shotgun for underwater hunting;

Diving suit;

Pair of fins;

Pair of shoes and socks;

Safety vest.

Only empty cylinders with open or removed valve are accepted for air transportation. The equipage to be packed in a special case.

The diving equipment is not included in the free baggage allowance.

The transportation of such baggage shall be paid for at the excess baggage rates set by the Airline.

9.18.7. Fishing equipment.

The transportation of equipment intended for fishing requires the prior approval from the Airline.

The set of individual equipment for fishing includes:

No more than two fishing tackles;

Fish net;

Reel;

Properly packed tackle container;

Pair of special shoes.

The transportation of fishing equipment is not included in the free baggage allowance.

The carriage of such baggage shall be paid at the rates set by the Airline for excess baggage.

ARTICLE 9.19. TRANSPORTATION OF MEAT AND DAIRY PRODUCTS

Transportation of raw meat, fish (raw, smoked, dried, salted) and products containing raw meat, fish is allowed on the Airline flights only as registered baggage, provided that the following conditions are maintained:

- 1) Transportation as hand luggage is prohibited.
- 2) The packaging should be at least 3-layers: hermetic polyethylene film; paper or cardboard box; tight hermetic polyethylene film
film; paper or cardboard box; tight hermetic polyethylene film.
Damaged packages will not be accepted for transportation
- 3) Raw meat, fish must be in a frozen state.
- 4) The transfer / transit check-in of luggage containing meat, fish is prohibited.

Transportation of fermented milk products as baggage and hand luggage is prohibited on the Airline flights except for children's and special dietary food prescribed for medical reasons.

ARTICLE 9.20. DISPENSING BAGGAGE

9.20.1. Passenger shall claim the check-in baggage immediately after its presentation for dispensing on the basis of the luggage ticket and the tear-off coupon of the numbered baggage tag.

9.20.2. The check-in baggage is delivered to the passenger who has presented the claim ticket for each piece of baggage, or another person who has a notarized Power of Attorney from the passenger and shows the claim ticket for each article of baggage.

9.20.3. If a person claiming to take the baggage cannot present the baggage receipt and claim ticket, the Airline may give the baggage to such a person only on condition of showing documents proving his identity and sufficient proof of his rights for this baggage. A report on the issuance of such baggage is drawn up in a mandatory manner.

9.20.4. The baggage dispensing is performed at the airport to which the baggage was accepted for

carriage. However, at the passenger's request, at the passenger's request, baggage may also be issued at the passenger's point of departure prior to transportation or transfer, if the baggage is not forbidden by the established rules at these points and if time and circumstances permit the

dispensing. In case of such baggage dispensing at the point of departure or an intermediate landing point, all amounts previously paid by the Airline in connection with the carriage of this baggage are non-refundable.

Subject to alteration information on baggage dispensing, such changes shall be promptly notified to passengers.

9.20.5. Airline delivers the check-in baggage to the airport of destination, or transfer, specified in the passenger's ticket.

9.20.6. In case of difficulties in collection of baggage, a passenger may seek assistance from the Airline's employees or its authorized agent at the airport.

9.20.7. In case of delay in baggage delivery, its shortage, damage or loss, or in case of baggage delivery without baggage receipt and claim ticket, the property irregularity report is drawn up and signed by a person receiving the baggage and the Airline or its authorized agent.

ARTICLE 9.21. SEARCH, STORAGE, MISPLACED AND UNDOCUMENTED BAGGAGE

9.21.1. The passenger's baggage is stored free of charge at the airport of destination for two days, including the day of arrival of the aircraft on which the check-in baggage was delivered. A further storage of the baggage is provided by the Airline or service organization.

9.21.2. The costs for baggage storage in excess of the free storage period are reimbursed by the passenger - baggage owner, in the manner prescribed by the civil legislation of the Republic of Kazakhstan, at the rates set by the Airline or a service organization.

9.21.3. The storage of a baggage not delivered to the airport of destination on time in accordance with the carriage document of the passenger through the fault of the Airline, is made at the expense of the Airline.

9.21.4. A passenger baggage which does not have a baggage tag and which owner is not identified is considered undocumented luggage.

9.21.5. A passenger's baggage from the time of its delivery to the destination airport, including the undocumented baggage not received after six months, is considered unclaimed and sold or destroyed by the Airline in accordance with the laws of the Republic of Kazakhstan.

9.21.6. Airline or its authorized agent shall, within the prescribed period of storage until the sale of the baggage as unclaimed, to take steps toward searching for the passenger – owner of baggage.

9.21.7. If the search of the owner of the check-in baggage has delivered a positive result, the Airline or its agent gives the owner of the check-in baggage a written notification about the necessity of collection the baggage and the order of claiming or delivering the baggage.

9.21.8. The check-in baggage is stored for six months from the day the owner of the check-in baggage is notified of the need to collect the baggage, and in case the owner of the check-in baggage is not found - from the day of aircraft arrival at the airport. In case of non-receipt of check-in baggage by the passenger after the expiration of the specified period, the baggage can be sold or destroyed in the manner prescribed by the regulatory legal acts of the Republic of Kazakhstan.

9.21.9. The carry-on luggage and belongings left by a passenger on board the aircraft and found after the flight shall be stored at the airport of its discovery for a period of six months from the date of aircraft arrival at the airport. After six months from the date of aircraft arrival at the airport, carry-on luggage and items may be sold or destroyed in the manner prescribed by the regulatory legal acts of the Republic of Kazakhstan.

9.21.10. The easily spoiled items in unclaimed or undocumented baggage, if spoiled, shall be destroyed. The inability of its further storage in the baggage is documented by a report confirming the fact of spoiling.

9.21.11. If the Airline has not delivered the check-in baggage to the passenger at the airport to which the baggage should be delivered according to the passenger air transportation agreement, then upon passenger's written request issued on the basis of a carriage document, the Airline shall arrange the necessary measures to search for the check-in baggage.

Airline ensures the search for baggage immediately on presentation by the passenger of a statement of the non-delivery of baggage.

9.21.12. In case the Airline has not delivered the check-in baggage to the passenger, subject to customs clearance, at the airport, to which the baggage is to be delivered under the passenger air carriage agreement, Airline shall inform the passenger of the actions to be taken by the passenger in accordance with the customs laws and regulations of the Republic of Kazakhstan or the laws and regulations of the country where the baggage is to be delivered to, in order to deliver the baggage to the passenger at the indicated address.

9.21.13. If the check-in baggage is not found within 21 days from the date of filing the report of non-receipt of baggage, the passenger has the right to claim compensation for damage caused by the loss of check-in baggage.

9.21.14. If the check-in baggage is found, the Airline shall ensure that the owner of the check-in baggage is notified and it is delivered to the airport at no extra charge.

9.21.15. In case of arrival at the airport of check-in baggage which numbered baggage tag indicates an airport (point) other than the airport (point(s) to which the baggage is to be delivered (undocumented baggage), or check-in baggage, which arrived at the airport without a numbered baggage tag and was not claimed by the passenger (undocumented baggage), Airline shall ensure the search of the owner of such baggage and its storage for the period of searching for the owner of the baggage.

9.21.16. If there are requests for baggage, the Airline shall ensure the forwarding of baggage in accordance with the baggage request.

9.21.17. In case of undocumented baggage arrival at the airport, the Airline shall ensure the preparation of property irregularity report (PIR). The undocumented luggage is weighed, opened, its contents is declared and sealed. The baggage opening is performed by the commission established by the Airline or a service organization.

9.21.18. If the undocumented baggage is found to meet the request, the baggage is delivered in accordance with that request.

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CHAPTER 10. PASSENGER HANDLING**ARTICLE 10.1. PASSENGER CHECK-IN**

10.1.1. The passenger should arrive in advance, but not later than the check-in time, to the place of check-in and baggage handling for the established procedures of check-in and baggage handling, payment for excess and (or) other payable baggage, pass the security check, etc. (further- departure formalities) and fulfillment of requirements related to border, customs, sanitary, veterinary, phytosanitary quarantine control stipulated by the legislation of the Republic of Kazakhstan or the legislation of the country from which territory the transportation is performed, as well as to the place of joining an aircraft.

10.1.2. The passengers are required to arrive on an Airline flight in advance in order to complete all registration formalities related to the travel. If the Passenger fails to comply with the above requirement, or if the Passenger has failed to present all the documents required for check-in for the flight, as a result of which the Passenger is unable to travel on the Airline's flight, Airline shall have the right to cancel the reservation and the reserved seat of that Passenger, without any liability or obligation to that Passenger.

10.1.3. The check-in of departing passengers at the airport starts no later than two hours before aircraft departure (depending on the type of aircraft and number of passengers) on international flights and no later than 1.5 hours before aircraft departure (depending on the type of aircraft and number of passengers) on domestic flights and ends 40 minutes before the departure of the aircraft (unless otherwise stipulated by the rules of departure airport, about which the Airline informs passengers via its website).

10.1.4. The passengers who are late for check-in will not be accepted for transportation on this flight. Airline is not responsible before the passenger for losses associated with the untimely arrival of the passenger at check-in / boarding sector.

10.1.5. The check-in of passengers and baggage is performed on the basis of the ticket and the identity document of a passenger, for which the ticket was issued, as well as other documents stipulated by the legislation of the Republic of Kazakhstan, if necessary.

10.1.6. For the international transportation, passengers shall have properly executed exit, entry and other documents required in accordance with the laws of the country to, from or through the territory of which the carriage will be made.

10.1.7. During the check-in, the passenger is issued a boarding pass indicating passenger's surname and name, flight number, date of departure, time of finishing boarding, boarding gate number and boarding seat number on board the aircraft. The passenger boarding card shall be presented to the passenger on boarding the aircraft. An authorized check-in agent checks passengers' boarding passes, verifies the passenger's surname indicated on the boarding pass with the surname in the identity document or in an electronic document via digital document service (for identification on domestic flights), enters the data of the boarded passenger into the system and, if special devices are available, scans the information from the boarding pass.

10.1.8. During the check-in, the Passenger shall present all the things he or she carries for weighing. The registration of unchecked baggage (carry-on baggage), carried in the aircraft cabin, is carried out by issuing the Passenger a "carry-on luggage" tag.

At the boarding gate, the Airline (using the standardizers of the measuring rack) has a right to check the carry-on luggage of the passenger for compliance with the standards for weight and dimensions,

and in case of violation of the rules, to demand payment for excess baggage or require registering this luggage as check-in.

10.1.9. At the time of baggage acceptance for carriage, the Airline indicates on the ticket the number of pieces and weight of check-in baggage, which is considered to be the issuance of baggage receipt to the passenger. In addition, the Airline gives the passenger a claim ticket.

10.1.10. The baggage excess of the free baggage allowance, other payable baggage is charged at the rate set by the Airline. A receipt for excess baggage payment or electronic miscellaneous document (EMD) certifies the payment of luggage transport by the transport.

10.1.11. After check-in of passengers and baggage handling, the Airline is responsible for the safety of check-in baggage. The passenger shall take care of the safety of things carried in the cabin of the aircraft. The unchecked baggage (carry-on luggage) remains with the passenger throughout the flight and under his/her sole responsibility.

ARTICLE 10.2. ONLINE CHECK-IN

10.2.1. The online check-in is assumed as self check-in of passengers (without the participation of the Airline staff) at the website www.scat.kz

10.2.2. Online check-in applies to the following categories of passengers:

- Passengers flying on the Airline's flights from the cities represented in the list on the website of the Airline in the "Online check-in" section;
- Adult passengers, accompanied children;
- Passengers without animals;
- Passengers who do not need additional services, such as accompanying disabled travelers, accompanying a child without parents, etc.

10.2.3. Before starting the online check-in procedure, the passenger shall read the general rules of online check-in published on the Airline's website and confirm the consent.

10.2.4. Online check-in opens 24 hours and closes one hour before the scheduled departure.

10.2.5. The availability of online check-in depends on the technical equipment of the airports.

10.2.6. The boarding passes are printed by the passenger independently on A4 paper. The boarding pass has two parts. The part for the airport remains with the airport staff during the pre-flight inspection or boarding.

10.2.7. Availability of paper boarding pass is mandatory for passing to the boarding gate.

The unaccompanied children and passengers requiring special services shall pass the flight check in at the airport of departure.

10.2.8. If the passenger is traveling without baggage, after online check-in, the passenger arrives at the airport and goes through security check and boarding, by presenting both parts of the printed boarding pass.

In the case of difference in departure time on the ticket and the boarding pass, it needs refer to the ticket or departure time change notification. The passenger is advised to confirm his/her appearance to the flight and boarding seat at the check-in counter at the airport of departure, in case of a change of aircraft.

10.2.9. If the passenger is traveling with baggage or unable to print the boarding pass, the passenger arrives at the airport in time for check-in, goes to the check-in desk for baggage check-in, receipt of baggage tag and boarding pass.

10.2.10. If a passenger fails to arrive within the time limits prescribed for check-in and boarding, the Airline cancels the assigned place of departure from this airport.

10.2.11. In order to observe the flight operating safety and centering of the aircraft, if necessary, the Airline reserves the right to change the seat assigned to the passenger during online flight check-in.

10.2.12. In case of refusal of carriage, an online checked-in passenger shall notify the Airline about the cancellation of online check-in using the methods established by the Airline published on the Airline's website.

10.2.13. In case of refusal of transportation, a passenger having a Checked in status or the air transportation sales agent should cancel the registration on the Airline's official website, a procedure of online-check-in cancellation is made no later than 2 hours before the flight departure. Less than 2 hours before the flight departure, the passenger or the air transportation sales agent contacts the Airline at the e-mail address ASRP@SCAT.KZ with a request to cancel the online check-in. The passenger can also contact the service agent at the check-in counter at the airport of departure to cancel the flight check-in. Subject to availability of the seat purchased online, to cancel the check-in a passenger should provide the e-ticket number and attach a copy of the document with the appeal to the e-mail address ASRP@SCAT.KZ. The passenger who has failed to declare the cancellation of online-check-in is considered to be registered, no operations with the reservation and with the registered ticket (deletion of the reservation / change of dates / refund / change of departure dates / rebooking, etc.) are performed.

ARTICLE 10.3. THROUGH CHECK-IN

10.3.1. If it is technically feasible to conduct through check-in on transfer flights, connection time between which is less than 24 hours, subject to existence of confirmed reservation for the entire route and single issued form of passenger ticket, through check-in passengers and baggage is provided.

10.3.2. Through check-in is performed by agreement with the passenger. During the through check-in, transfer passengers at the airport of initial departure are registered for the entire route of the passenger.

10.3.3. The transfer passenger is issued boarding passes for the following boardings at the transfer points to the destination.

10.3.4. The check-in of transfer passenger baggage is performed to the passenger's destination point according to the air carriage agreement.

10.3.5. The transfer baggage is additionally marked with a special "TRANSFER" sticker.

Basic principles of through check-in:

- 1) Availability of interline traffic agreements between the airlines
- 2) confirmed reservation on the transfer passenger's ticket for the entire travel itinerary (OK status);

- 3) Documents valid for entry to all transfer points and destinations as required by the local immigration authorities;
- 4) Connecting time – no more than 24 hours between flights;
- 5) Availability of technical feasibility at passenger check-in

10.3.6. It is prohibited to perform the through check-in if transfer flights are operated from different airports at the point of connection.

10.3.7. Through check-in of baggage does not cancel the customs rules and the features of the transfer organization between different airport terminals.

The passengers carrying items subject to mandatory customs declaration, as well as weapon and ammunition, hunting trophies that require an export permit, as well as animals, are registered only to the point of transfer.

10.3.8. For connecting time longer than 24 hours the passengers and their baggage are checked in only up to the point of transfer.

ARTICLE 10.4. BOARDING AN AIRCRAFT

10.4.1. The passengers are boarded only after the pre-flight inspection of the passenger, his/her baggage and carry-on luggage in the manner prescribed by the authorized agent (service organization) and the Airline.

10.4.2. The passengers shall arrive for boarding on an Airline flight well in advance of the boarding time indicated in the boarding pass. The passenger boarding on board the aircraft is performed 30 minutes before the scheduled departure of the flight. The passenger shall be in the landing zone no later than 30 minutes before the scheduled departure.

10.4.3. The passenger who is late for check-in or boarding is not allowed to be transported on this flight. The baggage of a checked-in passenger who fails to appear for boarding is subject to removal from the aircraft and mandatory security check.

10.4.4. The passenger boarding an aircraft is made upon presentation of a boarding pass for the corresponding flight and an identity document by the passenger.

The passengers who need assistance when boarding (sick, people with limited mobility, unaccompanied children) are invited to board first, before the boarding is announced for the major part of passengers.

10.4.5. During the boarding, carry-on luggage of the passenger, which gives raise to doubt about its dimensions, may be additionally checked with the help of a special measuring stand by the Airline employee or service agent.

10.4.6. The persons on board an aircraft as passengers shall:

Take own seat according to the boarding pass, with placement of personal belongings and carry-on luggage in specially designated places.

10.4.7. The passengers are seated in the cabins on the seats indicated in the boarding passes. To ensure flight safety by plane balance, flight attendants change the passengers seats (if necessary) as instructed by the aircraft commander. The passenger transshipment is applied very rarely in case of partial commercial load.

10.4.8. In case of refund of the ticket, a passenger who is late for boarding shall be charged in accordance with the fare rules. In case of passenger failure to appear for the boarding, the refund is classified as voluntary.

10.4.9. People with disabilities, persons with reduced mobility and passengers with infantile autism, Asperger's syndrome, atypical autism and accompanying persons are boarded on board first, before the boarding of the major part of passengers is announced.

When boarding passengers on board, authorized agents previously invite the unaccompanied minors and passengers with children.

ARTICLE 10.5. SERVICE AT THE AIRPORT

10.5.1. The services provided at the airport:

Airline or its authorized agent provides passengers at the airport with visual and acoustic information:

- About the time of departure and arrival of aircraft;
- About the place, start and end time of check-in for the flight indicated on the ticket;
- About the place, time of the start and completion of passengers boarding the aircraft;
- About the delay or cancellation of the flight and reasons for the delay or cancellation;
- About the regulations and procedures for pre-flight and post-flight inspection of passengers and baggage;
- About the general rules of passengers' compliance with the requirements related to border, customs, sanitary, veterinary, quarantine, phytosanitary types of control, stipulated by the legislation of the Republic of Kazakhstan
- About the mother-and-child room location.

At the airport, an authorized agent provides:

- Passenger check-in and baggage registration for transportation;
- Delivery of passengers to the aircraft parking place and organization of their boarding in the aircraft;
- Baggage delivery to the place of aircraft parking place, loading, placing and securing of baggage on board the aircraft;
- Passengers disembarking from the aircraft, delivery of passengers to the air terminal building;
- Baggage unloading from the aircraft, transportation and passengers' baggage delivery.

The passengers are not charged for the above services.

10.5.2. The smoking is allowed at the airport only in designated areas

10.5.3. In case of transportation of the people with disabilities, people with limited mobility and passengers with infantile autism, Asperger's syndrome, atypical autism, a representative of the Airline (airport) accompanies them to the aircraft after the appropriate check-in procedures.

ARTICLE 10.6. ON BOARD PASSENGER SERVICE

10.6.1. The on-board passenger service constitutes an integral part of the range of services provided by the Airline to its customers.

10.6.2. Airline on board the aircraft provides the passenger with a range of services depending on the type and equipment of the aircraft, duration of the flight, time of the day during which the flight takes place, and the class of service. In order to receive a package of services declared by the company or additionally ordered, the passenger shall occupy a seat which is indicated in the boarding pass.

10.6.3. The main tasks of the passenger cabin personnel are to ensure:

- The flight operating safety;
- The high-quality passenger service on board, depending on the class of service

10.6.4. On board the aircraft during the flight, passengers are provided services in accordance with the class of service and with regard to the duration of the route, type of aircraft, time of day and other specific conditions of the flight operation.

10.6.5. The in-flight service consists of:

-informing passengers about flight conditions and general rules of passenger behavior onboard the aircraft, about the location of the main and emergency exits, about the conditions of leaving the aircraft in emergency situations, and about the location of personal protective equipment and inflatable slides in the aircraft cabin. The provision of information is performed by direct communication with the passenger or by loudspeaker communications. For the passengers with reduced mobility the information is provided in an intelligible form.

- Provision of periodical press (newspapers, magazines);
- Music and video service (in aircrafts with the appropriate equipment). The music program broadcast is allowed at night only through individual headphones (during the passenger rest period).
- Provision of drinks and meals in accordance with the airline's regulatory documents depending on the class of service, aircraft type and duration of the route, time of day;
- Pre-doctor care (provision of first aid by medical means and preparations in the onboard first aid kit);
- Custom-tailored services according to the paid class of service;
- Provision of services to each passenger throughout the flight in accordance with the paid class of service;
- Special attention to the sick, senior citizens, passengers with children, people with disabilities and people with limited mobility, passengers with infantile autism, Asperger's syndrome, atypical autism;
- Switching on the reading light and individual ventilation;
- Answering passengers' questions;
- Service of the unaccompanied minors.

10.6.6. For the flight operating safety reasons, smoking on board is prohibited regardless of the duration of the flight.

10.6.7. The following categories of passengers are not accommodated at the emergency exits:

- adult passengers with infants and children;
- teenagers under the age of 18;
- unaccompanied children;
- children's groups;
- pregnant women;
- medical passengers;
- incapacitated passengers (limited mobility, defect of eyesight, hearing, speech)
- passengers with disabilities;
- passengers whose life-sustaining activity depends on medical devices and/or medications;

- deported passengers and passengers debarred from entry, convicted inmate;

ARTICLE 10.7. PASSENGER SERVICE ON ARRIVAL

10.7.1. Upon the arrival, the passenger is taken to the airline terminal, where receives his/her check-in luggage.

10.7.2. If the laws of the country of entry require it, the passenger shall pass:

- Quarantine control (if necessary);
- Passport control (including the filling out of particular form of the insert by a Passenger arriving for permanent residence);
- Customs clearance (particularly, filling out the customs declaration).

10.7.3. The people with disabilities and people with limited mobility, passengers with infantile autism, Asperger's syndrome, atypical autism and accompanying persons are disembarked from the aircraft last.

10.7.4. Airline or its authorized agent, when transporting a person with disability in a wheelchair (folding chair), shall notify the airport in advance about the transportation of such a passenger for delivery from the aircraft to the airport.

ARTICLE 10.8. SERVICE PROVIDED IN CASE OF INTERRUPTION OF TRANSPORTATION

10.8.1. In case of change of flight status due to the fault of the carrier, or due to late arrival of the aircraft, the carrier arranges the following services for the passengers at the points of departure and intermediate points:

- 1) Provision (if any) of a mother-and-child room to a passenger with a child under seven years of age;
- 2) Two telephone calls, including the international calls, no longer than five minutes, or two e-mails when waiting for a flight to depart for more than two hours;
- 3) Provision of refreshment beverages when waiting for a flight to depart for more than two hours;
- 4) Provision of hot meals when waiting for a flight to depart for more than four hours and beyond:
 - every six hours - in the daytime;
 - every eight hours - at night;
- 5) Accommodation services provided by the carrier, while waiting for a flight more than eight hours
 - during the daytime and more than six hours - at night;
- 6) Delivery by the transport provided by the carrier from the airport to the hotel and back in cases where the hotel is provided at no extra charge;
- 7) If the status of the flight changes due to the fault of the carrier for more than five hours, the carrier shall, at the choice of the passenger:
 - provide transportation of the passenger by the next flight to the point of destination indicated on the ticket, providing services in accordance with this paragraph; or

- refund the full cost of the ticket to the passenger.

10.8.2. At the transit or transfer points, the passengers are provided service subject to confirmed reservations for the next route leg regardless of the reason for the flight delay.

10.8.3. In case of change of flight status, the Airline shall inform the passenger via cell phone number and/or e-mail address as soon as it becomes aware of such change. In case the flight schedule changes, the passenger receives an SMS notification to the contact information indicated in the booking, a notification is forwarded to the e-mail. If only the phone number of agency that issued the ticket is specified in the reservation, information about changes in the schedule will be sent to the number specified in the reservation. The agency that issued the ticket is held responsible for further informing about the change of departure in this case. Airline is not responsible for the failure to inform the in case of change of departure in case the passenger has not provided his/her contact information, submitted incorrect data, or is out of the network access area.

10.8.4. Flight delay. If the changed flight time is less than five hours, refunds and re-booking are made according to the fare rules on which the passenger's air ticket was issued. If the departure time of the flight is changed for more than five hours, the passenger has the right to cancel the flight and make a full refund on unused segments of the airline ticket or make one free re-booking to the next flight.

10.8.5. Airline shall not be responsible where not at fault for the failure to inform a passenger about changes in the flight schedule, changes in departure/arrival airports, flight cancellation or other changes.

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**CHAPTER 11. RULES OF PASSENGER CONDUCT ON BOARD IN PREFLIGHT
SERVICING AND ON BOARD AIRCRAFT**

11.1. The passengers being on board an Airline aircraft shall have the right to:

- Require all services under the terms and conditions of air carriage agreement depending on the chosen class of service and applied fare;
- If the danger threatens their life, health, honor and dignity – seek from the Airline’s employees and demand protection from them.

Use portable electronic devices in stand-alone mode (flight mode), provided that the headphones are removed, if the "Fasten seatbelts" panel is lit during the takeoff operation, descent and during an emergency situation on board.

11.2. Passengers shall:

-At the time of payment and / or handling of transportation on the Airline’s website to read and comply with these rules of conduct established by the Airline, as well as safety regulations and rules of carry-on luggage transportation

-Unconditionally comply with the requirements of ground service employees, Airline representatives, aircraft commander and other crew members; at the base airport at the check-in line and boarding stage; at the point of pre-flight inspection of passengers and their carry-on luggage; on board the aircraft prior to takeoff and during the flight at intermediate landing and final destination airports.

- Take a seat indicated on the boarding pass.

- Place the carry-on luggage and personal belongings in specially designated areas;

- Keep the seat belts fastened when the "Fasten seatbelts" display is on (it is recommended to leave the safety belts fastened during the entire flight),

- Preserve the public peace.

- Turn off or switch to autonomous operation (flight mode) of electronic devices at the request of crew members at any stage of the flight, remove the headphones if the "Fasten seatbelts" sign is on

11.3. Passengers when on board an airline aircraft are not allowed to:

- Create situations threatening flight safety or the life, health, honor and dignity of other passengers and aviation personnel – allow any verbal abuse and even more the physical abuse against them;

- Drink alcoholic beverages other than those offered on board the Airline;

- Smoke during the entire flight, including e-cigarettes;

- Use the emergency rescue equipment without proper instructions from the crew;

- Use radio telephones, radios, radio transmitters, televisions, remotely controlled toys, and wireless network devices during the entire flight (radio telephones shall be turned off no matter where they are - in the baggage or carry-on luggage);

- Use laptop computers, portable computer printers, video cameras, movie cameras, and playback devices during the taxiing operation, takeoff, climbing, descending, and landing (tape recorders, CD and cassette players, and other laser devices), cameras, photo cameras, electronic toys, electric razors, devices that use LEDs in its construction;

In order to avoid interference in the aircraft communication and control systems during take-off, climb, descent and landing, passengers are not allowed to use electronic games, portable photo and video cameras, video recorders, cell phones, radios, transistor radios and other electronically-emitting equipment except for the hearing aid, cardiac equipment, electronic alarm clock, calculator, portable computer and portable tape recorder (player).

-Create conditions that are uncomfortable for other passengers interfering with the work of crew members;

-Damage the Airline-owned property and (or) take it off the aircraft;

- Stand up and move around the cabin during taxiing on the ground, climbing and descending when the "Fasten seatbelts" panel is on and during turbulence (passing through active air masses)

11.4. Airline at the passenger's request shall provide a feedback journal on the quality of service on board the aircraft.

CHAPTER 12. RESPONSIBILITY OF PASSENGER AND AIRLINE**ARTICLE 12.1. PASSENGER RESPONSIBILITY**

12.1.1. If the Airline has incurred damage through the Passenger's fault, the Passenger shall be financially liable to the extent of the damage caused and proven lost profits.

12.1.2. The passenger is responsible for the non-fulfillment of:

-These Rules

- Regulations on the fire-safety management, sanitary and hygienic and sanitary-epidemiological rules of transportation of hazardous materials or items;

-Flight safety rules and the rules of aviation security (attempts to open the door, airplane hatch; refusal of fastening of seat belts, smoking or drinking alcoholic beverages on board the aircraft, failure to obey cabin crew instructions, etc.);

- Other requirements established by statutory and regulatory enactments of the Republic of Kazakhstan.

12.1.3. The passenger is responsible for disorderly conduct at the airline terminal and city agencies, airports, airfields and aircraft, particularly, responsible for unlawful acts in relation to other Passengers and Airline personnel.

12.1.4. The limitation of administrative and criminal liability shall be established in accordance with the laws of the Republic of Kazakhstan or the laws of the country of stay.

12.1.5. The passengers are responsible for damage caused by their fault to third persons, Airline and third persons' property, for which the Airline is responsible.

12.1.6. The passenger is responsible to the Airline for all losses that may arise due to inaccurate, incomplete or incorrect information provided to the Airline during the processing of transportation.

ARTICLE 12.2. RESPONSIBILITY OF THE AIRLINE**12.2.1. General provisions.**

The liability in the carriage of passengers and baggage is determined by:

- Terms and conditions of the contract of carriage (passenger ticket);
- Statutory and regulatory enactments of the Republic of Kazakhstan;
- Warsaw Convention and the Hague Protocol amending that Convention;
- Montreal Convention of 1999 for the unification of certain rules of international air traffic;
- International air carriage agreements;
- Agreements between the airlines (airports, airlines, carriers, aircraft and passenger service agents);
- These Rules, and other Airline's acts.

12.2.2. Liability of the Airline for causing harm to passenger's life or health.

Airline is responsible for damage to the life or health of a passenger caused by air transportation, unless he/she proves that the harm was caused by force majeure or wilful intent of the injured.

The passenger air service covers the period from the time the passenger boards the aircraft to when the passenger leaves the aircraft, regardless of whether the aircraft has made a flight or not.

The carrier's liability for damage to life or health of a passenger caused during air transportation during international flights shall be determined in accordance with the international treaties ratified by the Republic of Kazakhstan.

12.2.3. Airline' liability for loss, shortage and damage (deterioration) of baggage.

12.2.3.1. Airline shall compensate for the loss, shortage and/or damage (deterioration) of check-in baggage, unless it proves that the loss, shortage or damage (spoilage) of the baggage was not through its fault, in the following amount:

- 1) For loss or shortage of baggage accepted for carriage without declared value - in the amount established by the air carriage agreement;
- 2) For loss or shortage of baggage accepted for transportation with a declared value - in the amount of the declared value;
- 3) For damage to baggage - in the amount by which the value of the baggage was reduced, and if it is impossible to restore the damaged baggage - in the amount of its value.

12.2.3.2. For the loss, shortage and (or) damage (deterioration) of the items carried by the passenger, the Airline shall compensate the damage in the amount by which the value of items was reduced, if the passenger proves that the damage was caused through the Airline fault.

12.2.3.3. Airline liability for the loss, shortage and/or damage (deterioration) of check-in baggage and items carried by passengers on international flights is determined in accordance with international treaties ratified by the Republic of Kazakhstan, the Warsaw Convention and the Hague Protocol amending that Convention; Montreal Convention of 1999 for the harmonization of certain rules for international air carriage.

12.2.3.4. If the loss, shortage and (or) damage (deterioration) of luggage or any item included in it affects the value of the baggage inscribed in the same baggage receipt, in establishing the amount of reimbursement, the total value of all this baggage shall be considered.

12.2.3.5. Airline along with compensation for ascertained damages caused by the baggage loss, shortage or damage shall return to the sender (recipient) the carriage fee charged for the carriage of lost, shortage, damaged or damaged baggage, if this fee is not included in its cost.

12.2.3.6. For delay in baggage delivery the Airline shall pay to the baggage recipient a penalty in the amount of 10% of the ticket price for each day of delay, but not more than 50 percent of the cost of the air ticket, at the place of actual residence of the passenger.

12.2.3.7. For late delivery, the airline shall pay to the recipient a fine of 5 percent per transportation for each day of delay, but not more than 50 percent of the transportation cost.

12.2.4. Airline's responsibility to the passenger in case of flight cancellation or delay.

12.2.4.1. In case of change of the flight status through the fault of a carrier, or due to late arrival of an aircraft, the Airline shall arrange the following services for passengers at the points of departure and intermediate points:

- 1) Provision (if any) of a mother-and-child room to a passenger with a child under the age of seven;

- 2) Two telephone calls, including the international calls, not more than five minutes, or two emails when waiting more than two hours for departure;
- 3) Provision of refreshment beverages when waiting for the departure of the flight for more than two hours;
- 4) Provision of hot meals when waiting for a flight to depart for more than four hours and beyond:
 - every six hours - in the daytime;
 - every eight hours - at night;
- 5) Accommodation services provided by the airline, with a waiting time of more than eight hours - during the daytime and more than six hours - during the nighttime;
- 6) Delivery by the transport provided by the Airline from the airport to the hotel and back in cases where the hotel is provided at no extra charge;
- 7) In case of flight status change through carrier's fault for more than five hours, at passenger's discretion, the Airline:
 - Ensures the carriage of passengers by the next flight to the destination indicated on the ticket, with the provision of services in accordance with this paragraph;
 - Refunds the full price of the ticket to the passenger.

12.2.4.2. The services specified in paragraph 12.2.4.1. are provided to passengers at no extra charge.

12.2.4.3. Airline shall compensate for any damage or expenses incurred by a passenger as a result of or in connection with the provision of the above service.

12.2.4.4. For late delivery of the passenger to the destination, the air carrier shall pay a fine in the amount of three percent of the fare (air leg fare where the delay has occurred) for each hour of delay, unless it proves that the delay was due to force majeure, in addition to compensation for losses incurred by the passenger, if the latter has occurred in connection with such delay.

12.2.4.5. The amount of penalty cannot exceed the cost of purchased fare (air leg fare where the delay has occurred)

12.2.4.6. For the purposes of this paragraph, force majeure means extraordinary and unavoidable circumstances, such as: natural disasters, acts of war, adverse weather conditions at the airports of departure and arrival, actions and acts of public authorities (including the temporary closure of the airfield to accommodate special flights, elimination of the aircraft's malfunction threatening the life and health of passengers, and other circumstances beyond the carrier's control).

12.2.5. Limitation of Airline liability.

12.2.5.1. Airline's liability for the transportation by Airline within the territory of the Republic of Kazakhstan is regulated by the regulatory legal acts in force in the territory of the Republic of Kazakhstan, the Rules of the carriage of passengers and baggage by the Airline and the contract of carriage.

12.2.5.2. Airline's liability shall not exceed the amount of actually incurred direct document supported losses.

Airline shall not be responsible and shall not indemnify for damages arising directly or indirectly from compliance with the laws, regulations, rules and prescriptions of public authorities and these rules, or due to non-compliance by the Passenger.

12.2.5.3. Airline shall not be liable for any damage caused through no fault of the Airline or any cause beyond its control (particularly: natural disasters, weather conditions, act of unlawful interference, requirements of government agencies, etc.).

12.2.5.4. Airline shall not be held liable if the damage to the Passenger's life or health has resulted from his / her state of health.

12.2.5.5. Airline shall be released of liability if it proves that the loss, shortage or damage to the baggage was caused by circumstances which it could not have prevented or which it could not have eliminated, in particular:

- 1) Fault of the person who has registered or received the luggage;
- 2) Natural properties of the items being transported;
- 3) Packing failures that could not be noticed in the external examination of the accepted baggage;
- 4) Special properties of items or substances in the baggage, requiring special conditions or precautions during its transportation and storage.

12.2.5.6. Airline is not responsible for:

- In cases of minor damage to the check-in baggage, i.e. for scratches, cracks, scuffs, dents, cuts, pollution resulting from wear and tear, due to long-term usage of the baggage;

- For damage to the carried baggage and/or lack of weight of the carried baggage in case of its arrival and delivery to the Passenger in its sound packing, without traces of theft and damage to the package, unless the Passenger proves that the damage and/or lack of baggage has taken place and was due to the fault of the Airline;

-For the delayed baggage due to circumstances beyond the control of the Airline, in particular, due to adverse meteorological conditions, natural disasters, interference in the transportation process by unauthorized persons and other force majeure circumstances;

- For the damage to fragile and frail items, money, jewelry,

-Precious metals, silverware, valuable and business papers, drugs, keys, passports, ID cards and other items which are not accepted as check-in baggage regardless of whether the Airline is aware of the presence of these items in the baggage or not.

12.2.5.7. Airline will not be liable for providing connections between its own flights and flights operated by other airlines, unless the connection is expressly provided in the contract of carriage.

12.2.5.8. The departure and arrival times indicated in the schedule and ticket, the type of aircraft is not guaranteed by the Airline and not a condition of the contract of carriage.

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FIABA 13. PROCEDURE FOR PRESENTATION OF CLAIMS AND ACTIONS

13.1. In all the cases of claims arising out of the contract of carriage, the presentation of claim to the Airline prior to production before the court is mandatorily.

13.2. The claims can be made within three months, and claims for fines and penalties - within one month. If the claim is rejected or no response has been received in due time, the claimant has the right to bring suit or action.

13.3. The circumstances and a fact, which may serve as a basis for a claim by injured persons and, accordingly, the Airline's property responsibility, passengers, consignor and consignees of baggage, are certified by the Property Irregularity Report (PIR).

13.4. In cases of delayed baggage delivery, its shortage, damage (spoilage) or loss, as well as in case of baggage dispensing without baggage receipt and claim ticket, the property irregularity report which is signed by the person receiving the baggage and the Airline or its authorized agent is drawn up.

13.5. The report is drawn up immediately upon detection of the fact of irregularities in carriage of baggage.

13.6. If during the examination of baggage at the intermediate point or point of destination there are baggage defects for which a report has already been made, and no difference between the baggage state and the report data is found, a new report is not drawn up, and a note is made on a copy of an earlier report stating that no changes in the condition of the baggage have occurred. The mark on the report is certified by the signature of the Airline's official.

13.7. A claim for damaged baggage shall be made by the passenger on international flights immediately after the damage is discovered, but no later than 7 days, and a claim for delayed baggage - no later than 21 days.

On domestic flights of the Airline, a claim in case of non-receipt of baggage, its damage or short delivery shall be filed to the Airline immediately upon detection of defect.

13.8. When there is no claim issued within the above time limits, no claim can be brought against the Airline.

13.9. The baggage is considered lost if it is not found during the search within 21 days from the day following the day on which it should have arrived at its destination.

13.10. The passenger or his/her authorized representative has the right for presentation of claim and lawsuit against the Airline upon presentation of the passenger ticket, baggage receipt and report (PIR).

The non-availability of report does not deprive of a right for recovery of claims or right to sue, if it is proved that the Airline's representatives or its authorized agents refused to draw up a report.

13.11. Airline shall within fifteen calendar days from the date of claim receipt, to consider it and notify a passenger, consignor or consignee in writing of the approval or rejection of the claim, if the transportation is fully performed by the SCAT Airline JSC. In other cases, the time of claim consideration may be extended, with regard to the rules of claim consideration of other carriers.

13.12. When drafting a claim, the following should be considered:

- In case of baggage loss or shortage for which carriage has been paid, the **Airline** along with the payment of compensation shall be obliged to refund the fee charged for its transportation;
- if the Passenger has received only part of the check-in baggage, or if part of the check-in baggage has been damaged, the Airline's liability is determined on the basis of the weight, lost or damaged part of the baggage. However, when the loss, shortage, damage or delay in delivery of part of the check-in baggage affects the value of other pieces of baggage included in the same baggage receipt, its total weight is taken into account when determining the amount of compensation.

13.13. The presented claim shall be put into writing and contain all information necessary for its consideration.

An individual's claim shall specify:

- Name of the Carrier against which the claim is made;
 - Surname, first name and patronymic of the applicant, contact phone number, postal address, personal e-mail address,
 - The circumstances constituting grounds for the claim, the content of the claim;
 - Amount of the claim payment, its calculation, confirmed by the relevant documents (receipts, bills, checks, etc.);
 - List of documents attached to the application;
- The claim shall be signed by the applicant or certified by electronic digital signature.

The claim shall be accompanied by copies of documents certifying the claimant's identity.

The claim of legal entity shall specify:

- Name of the Carrier against which the claim is made;
 - Name of the applicant- legal entity, postal address, outgoing number and date, contact phone number of the authorized person
 - The circumstances constituting grounds for the claim, the content of the claim;
 - Amount of the claim payment, its calculation, confirmed by the relevant documents (receipts, bills, checks, etc.);
 - List of documents attached to the application;
- The claim shall be signed by the Head of the applicant-legal entity or an authorized person (representative), or certified by electronic digital signature.

13.14. In order to avoid disclosure of information relating to Passenger flights to third parties, availability of electronic signature is a mandatory requirement when making an electronic claim against the Carrier.

13.15. The claim shall be accompanied by all necessary documents confirming the passenger's right to seek indemnity, particularly the ticket, excess baggage receipt, claim ticket, property irregularity report, etc.
The amount of claim shall be proven by the claimant.

13.16. If a claim has been presented without the documents listed above, the Airline additionally requests the required documents, stipulating the time limits for its submission, and upon the expiry of indicated period, the claim is considered on the basis of the documents available on file.

13.17. If the claim is partially satisfied or rejected, the Airline in its reply shall specify the grounds for such decision with reference to the corresponding statutory and regulatory enactments and articles of these Rules. In these cases, the Airline shall return to the claimant all original documents attached to the claim.

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CHAPTER 14. PROCEDURE OF CARGO CARRIAGE

14.1. The airway bill is the document certifying the conclusion of a contract of air transportation of cargo between the Airline and consignor, conditions of transportation and acceptance of cargo by the Airline.

14.2. The airway bill shall be issued on paper or in electronic form. If it is issued in hard copy, the airway bill is drawn up and signed by the consignor and handed over to the Airline along with the cargo. In case of electronic registration the airway bill is issued through the "E-FREIGHT" information system, in accordance with the Rules of information interaction in the transportation and handling of baggage, mail and cargo by air transportation approved by Order of the Minister of Investment and Development of the Republic of Kazakhstan on November 27, 2015 No.1118 (Registered in the Register of State Registration of Regulatory Acts under No. 12545)".

14.3. Airline shall enter the data relating to fares and charges into the airway bill.

14.4. Airline requires the consignor or its authorized person to fill out additional air waybills, if the dispatch consists of more than one piece.

14.5. At the written request of a consignor, the Airline fills out the airway bill on its own.

14.5.1. The electronic airway bill has the following structure:

- 1) Electronic record of cargo transportation – electronic and digital information about air transportation of cargo in the carrier's information system of air handling;
- 2) Consignment note – a text document that confirms the conclusion of a contract of air transportation of cargo between the carrier and the consignor, using an electronic airway bill; acceptance of cargo by the carrier from the consignor for air transportation;
- 3) Consignee acknowledgment of the cargo receipt- a document that confirms the transfer of cargo by the carrier to the consignee.

The cargo carriage when processed electronically, without an electronic record of the transportation and cargo receipt is not allowed.

14.5.2. The cargo receipt is generated in the carrier's information system of air handling as a text file or is printed and issued to the consignor on paper, or forwarded to him/her electronically by electronic communication channels.

14.5.3. A cargo receipt signed by the carrier's electronic digital signature and forwarded to the consignor electronically via electronic communication channels is equivalent to a paper receipt signed by the carrier's handwritten signature and sealed by the carrier and its agent.

14.5.4. A cargo receipt is made in the form:

- 1) Extracts from the information system of air handling. An extract from the automated information system for the documentation of air carriage is a strictly accountable document;
- 2) Freight receipt- a document allowing identifying the cargo and getting access to the information contained in the record kept by the means of the carrier's automated information system for the documentation of air carriage. The freight receipt is not a strictly accountable document.

14.6. The information in the airway bill are the weight, dimensions and packaging of the cargo, as well as the number of packages, is considered reliable, unless the Airline proves otherwise. The information about the quantity, volume and condition of cargo is considered reliable only if the

airline has inspected them in the presence of consignor, by indicating this on the airway bill, or if this data relates to the external appearance of the cargo.

14.7. If the appearance, packaging, condition of the cargo is not satisfactory in accordance with the requirements of the following paragraphs A) B)

A) The cargo is packaged with regard to its special properties in such a way as to ensure its safety during transportation under usual handling measures, and to exclude the possibility of harm to persons or damage (deterioration) to other cargo or property of the Airline

B) The container or package of pieces delivered for transportation with a declared value is sealed by the consignor. The seals are allowed with clear imprints of numerical and alphabetic characters. The marking of the sealing is made, and the name of consignor's seals name is indicated on the airway bill.

The consignor specifies in the airway bill its actual appearance and condition. If the cargo delivered for carriage has special features or needs special conditions of carriage, the consignor specifies it in the airway bill. If the consignor does not make any appropriate instructions, then the Airline makes a note in the air waybill about the actual type and condition of the cargo, its special properties and conditions of carriage, or clarifies a previously made note, certifying such correction by its signature and stamp.

14.8. The consignor is responsible to the Airplane for the completeness, accuracy, and exactness of the information specified in the airway bill, particularly in cases when the airway bill was filled out by the Airline at the request of consignor.

14.9. The consignor shall compensate for damage caused to the Airline due to incorrect, inaccurate or incomplete information in the transport documents.

14.10. The unavailability, incorrectness or loss of the airway bill does not affect the validity of the contract of carriage.

If the air waybill contains corrections or amendments not made by the Airline or its authorized agent, then it is deemed null and void.

14.11. The reservation of place for the volume of cargo is a requisite condition for the cargo carriage.

14.12. For the carriage of cargo, the reservation of space is made by the volume of cargo. The cargo for transportation on specific routes by the weight or volume agreed with the Airline may be accepted without reservation of place.

14.13. The reservation of place for a volume of cargo grants the right to transport the cargo only on the day and on the flight for which the volume was booked and between the points agreed upon by the Airline and the consignor at the time of reservation. A place for the volume of cargo is considered reserved until the Airline issues the airway bill to the consignor.

14.14. The consignor's application for space reservation for the volume of cargo includes the following information:

- 1) Name of the cargo, number of pieces, total weight and volume;
- 2) Dimensions of each seat;
- 3) Route, flight and date of departure;
- 4) Name and number of the document guaranteeing the payment for transportation;

5) Special properties of cargo requiring special conditions or precautionary measures during transportation and storage.

14.15. If the route requested by the consignor is unacceptable to the Airline, the latter chooses the route at its discretion with the consent of consignor.

14.16. The application for space reservation for the volume of cargo is considered accepted by the Airline from the date of notification to the consignor or the Airline that submitted the application about the reservation.

14.17. The seat reservation for a specific flight will not be valid if:

- 1) Consignor has not made an advance payment in the amount and within the time limits stipulated by the Airline's acts;
- 2) Consignor was not issued an airway bill for the transportation of the cargo.

14.18. If the consignor has not delivered cargo on the due date, or delivered it with improperly executed documents, or failed to prepare the cargo for dispatch, the Airline may cancel a reservation previously made from this airport.

14.19. For delay in cargo delivery, the Airline shall pay a penalty to the consignee in the amount of 5 percent of the transportation for each day of delay, but not more than 50 percent of the transportation cost.

14.20. The costs of communication provided by the Airline at the consignor's request which relate to cargo transportation and reservation of place except for communication costs related to the original seat reservation are paid by the consignor.

14.21. The cargo is accepted for air transportation under the following conditions:

- 1) Import, export or transit of cargo is carried out in accordance with the laws of the country, to, from or through the territory of which the carriage is carried out;
- 2) Cargo dimensions ensure its free loading and unloading, its placement in the luggage and cargo compartments of aircraft and its securing;
- 3) In case of transportation on the regular passenger aircraft, cargo weight and dimensions do not exceed the limits established by the terms and conditions of the Airline;
- 4) Accompanying documents are attached to cargo;
- 5) The cargo does not endanger the aircraft, for people or property, and its properties do not cause inconvenience to passengers.

14.22. The cargo exceeding the established limits by weight and dimensions is accepted for carriage only with the consent from the Airline.

14.23. The cargo is packed with regard to its special properties in such a way as to ensure its safety during transportation under normal handling measures, and to eliminate the possibility of harm to persons or damage (deterioration) of other cargo or property of the Airline.

14.24. The containers or packaging of items delivered for transportation with declared value are sealed by the consignor. The seals are allowed with clear imprints of numerical and alphabetic characters. A note about the sealing of cargo and the name of the consignor's seals is made in the airway bill. Airline shall deny acceptance of cargo for transportation, if it does not meet the requirements of packaging and sealing of containers or items delivered for transportation with declared value.

14.25. Each package of transported cargo has a consignor and shipping marking and (or) special marking showing the special conditions of cargo carriage.

The marking is carried out in accordance with Airline conditions developed on the basis of the standards of the International Civil Aviation Organization (ICAO) and the International Air Transport Association (IATA), and contains the following information:

- 1) Name of destination and departure airports;
- 2) The exact addresses of the consignee and the consignor;
- 3) Gross weight of each package.

14.26. The consignor is responsible for the failure to comply with the terms of acceptance of cargo for transportation. The consignor releases the Airline from all obligations arising from the agreement of air carriage of cargo, and expenses, which may arise due to the inclusion by the consignor in the consignment of items forbidden to be carried by the laws in force in the relevant countries, or due to missing, insufficient or incorrect information concerning the marking, weight, number of packages, address, description of the cargo or quality of the package, or due to missing, delayed or incorrect customs clearance or other required documents.

14.27. The transportation of transfer cargo is carried out only upon receipt of confirmed reservation for the volume of cargo along the entire transportation route.

14.28. The transfer cargo arrives at the airport (point) of transfer in sufficient time to complete the procedures for the transfer of cargo from one flight to another.

14.29. The weight, dimensions and properties of transfer cargo sent via airports of the Republic of Kazakhstan open for international flights to domestic airports are allowed in accordance with the possibility of its transportation by aircraft operating on domestic air lines, meet the conditions of the airline, the available conditions and the possibilities of its storage at airports (point) of transfer.

14.30. Airline shall change the route of cargo transportation specified in an airway bill without changing its destination point, unless otherwise agreed with a consignor or consignee.

14.31. If the cargo dispatch is delayed for reasons beyond the control of the Airline at any point before or during transportation, it notifies the consignor at the address indicated on the airway bill, places the cargo in storage, delivers the cargo to the customs office, and transfers the cargo to another means of transportation for onward carriage to the consignee.

14.32. The consignor subject to fulfillment of all obligations resulting from the agreement of air carriage of cargo and compliance with these Rules, may:

- 1) Receive the cargo back at the point of origin or destination;
- 2) Detain the cargo at the intermediate point;
- 3) Change the consignee indicated on the consignment note;
- 4) Require the return of cargo to the point of departure.

14.33. The carriage is dispatched only on condition of presenting to the Airline the copy of the air waybill issued to the consignor. All instructions for the disposal of cargo shall be made in writing.

If the name of the consignee changes due to the disposal of the cargo, then the new consignee is the one whose name will be indicated on the airway bill.

Any changes in the terms of the contract of carriage are entered on the airway bill.

14.34. If it is not possible to execute the transportation disposal, Airline shall refuse to comply with this order, which is immediately notified to the consignor.

14.35. From the date of cargo arrival at its destination, a consignee requires the Airline to deliver the cargo and airway bill to him/her.

14.36. The disposition of cargo is terminated upon arrival of the cargo at its destination, and the consignee has received the cargo or has requested delivery of cargo or has taken any other action indicating acceptance of cargo.

14.37. The cargo is handed over to the consignee named in the air waybill, or to his/her authorized person.

14.38. Airline shall deliver the cargo to the consignee only upon a document confirming its receipt and after complying by him/her with all conditions specified in an airway bill and these Rules.

14.39. The cargo release to the government agency in the absence of the consignee is considered the delivery to the consignee, provided that the Airline delivers the documents certifying such cargo delivery the consignor or the consignee.

14.40. Except in cases where the cargo is subject to onward or return transport, notification of the cargo arrival is sent to the consignee or a person indicated in the relevant column of the airway bill, within 12 hours from the arrival of the aircraft, and for the perishable, dangerous freight or animals - within 3 hours.

The notice is sent by mail or other means of communication.

Airline shall not be responsible for failure to receive or late receipt of this notice.

14.41. If there was no agreement between the consignor (consignee) and the Airline to deliver the cargo to the consignee, the consignee receives the cargo at the airport (point) of destination.

14.42. If the consignee refuses or unable to receive the cargo arrived at its destination, then the Airline shall take measures to execute the consignor's orders specified in the air waybill, or received from him/her after notification of the impossibility of delivering the cargo to the consignee. If such orders are not available or cannot be executed, the Airline shall:

- 1) Sends a notice to the consignor on the non-delivery of cargo to the consignee, and awaits further orders from the consignor;
- 2) When there are no orders of the consignor, at the end of the storage period (30 calendar days), the cargo is returned to the consignor.

14.43. All the other provisions related to the cargo freight traffic and not regulated by these Rules, are governed by the Guideline for cargo carriage of the SCAT Airline JSC.

FINAL PROVISIONS

These Rules, instructions and other documents of the Airline regulating air services may be changed by the Airline without notice to passengers, provided that no such change applies to the Passenger after the commencement of his/her transportation. All the changes, additions and amendments shall be made to these Rules in the prescribed manner, and become effective after their approval by the Airline's President.