

Customer Agreement

This Customer Agreement (the “Agreement”) is entered into by and between the Customer and Tech Hub Limited (doing business as the AIFC Data Marketplace or “Marketplace”). This Agreement incorporates by reference the Terms of Use, the Privacy Policy and any applicable additional terms and Marketplace policies.

By creating an account, accessing the Platform, or licensing any Data Product on the basis of terms of a Listing displayed on the Platform, the Customer agrees to be bound by this Agreement. The individual who accepts the Agreement represents and warrants that they are authorised to enter into this Agreement on behalf of the Customer. The Marketplace may update this Agreement at any time and will notify the Customer of such changes via email and/or by posting an update on the Platform. Continued use of the Platform or licensing of any Data Product after such changes become effective constitutes acceptance of the revised Agreement. If the Customer does not agree to the updated terms, the Customer must discontinue use of the Platform and may request closure of its account.

DEFINITIONS

In this Agreement the following terms shall have the meanings specified below. Other terms may be defined elsewhere in this Agreement and, unless otherwise indicated, shall have such meaning throughout this Agreement. Terms not defined in this Agreement but capitalised shall have the meaning given to them in the Acting Law of the AIFC.

“Affiliate” means any legal entity that controls, is controlled by, or is under common control with a party.

“AIFC” means the Astana International Financial Centre.

“Acting Law of the AIFC” has the meaning given to it by Article 4 of the Constitutional Statute of the Republic of Kazakhstan No. 438-V dated 7 December 2015 “On the Astana International Financial Centre”.

“Applicable Law” means the Acting Law of the AIFC, as may be amended from time to time.

“Confidential Information” means all non-public information that a party designates as confidential, or which under the circumstances of disclosure ought to be treated as confidential. Confidential Information does not include information that is: (a) known to a party before the disclosing party’s disclosure to the receiving party; (b) information publicly available through no fault of the receiving party; (c) received from a third party without breach of an obligation owed to the disclosing party; or (d) independently developed by a party without reference to or use of the disclosing party’s Confidential Information.

“Covered Parties” means, collectively, the Marketplace, the Marketplace’s Affiliates, or contractors engaged by the Marketplace in connection to performing services related to this Agreement

“Customer” means a user of the Platform who licenses a Data Product through the Platform and is granted a right to use it in accordance with the Standard Data Transferring Agreement.

“Data Product” means any dataset, data feed, API, structured file or other data-related asset listed by a Publisher on the Platform, including any associated documentation, metadata, and delivery tools. A Data Product is licensed, not sold, and remains the intellectual property of the Publisher unless otherwise specified.

“Data Protection Laws” means any data protection laws and regulations under the Acting Law of the AIFC.

“Intellectual Property Rights” means any and all intellectual property of every kind and description anywhere in the world, including (a) patents and applications for patents; (b) service marks, trade dress, trade names, logos, corporate names, unregistered and registered trademarks and applications for trademark registration; (c) registered and unregistered copyrights and applications for copyright registration, software, data and databases; (d) Internet domain names; (e) trade secrets and other confidential information and materials; and (f) all legal rights arising from items (a) through (e), including the right to prosecute and perfect such interests and rights to sue, oppose, cancel, interfere, and enjoin based upon such interests.

“Listing” means the catalogue entry or description of a Data Product displayed on the Platform, including its description, metadata, pricing, and applicable license terms. Each Listing constitutes the Publisher’s offer to license the Data Product under the terms specified therein and becomes binding upon acceptance by the Customer through the Platform.

“Personal Data” means any information relating to an identified or identifiable natural person and any other data information that constitutes personal data or personal information under the Data Protection Laws. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

“Platform” means the online platform accessible at <http://datamarketplace.kz>, including any associated websites, web pages, applications, services, or tools operated by the Marketplace, through which users can access, browse, license, or interact with Data Products.

“Publisher” means a person or entity that lists, offers, and licenses Data Products to Customers through the Platform, retaining all intellectual property rights in the Data Products unless expressly transferred under a separate written agreement.

“Terms of Use” means the terms and conditions governing the use of the Platform, as made available by the Marketplace on the Platform, which may be updated or amended from time to time. These terms apply to all users of the Platform and govern their access to and use of the services, features, and content available on the Platform.

1. Access to Marketplace

- 1.1. To access Data Products, the Customer must register an account on the Platform. The Customer must provide all information required by the Marketplace to be approved as a Customer. The Marketplace may use the contact information provided by the Customer to send administrative messages, Platform announcements, or updates. The Customer agrees that the Marketplace may display the Customer’s the contact information (including email address) on the Platform for support and transactional purposes. The Customer is responsible for all activity that takes place under the Customer’s account.
- 1.2. The Customer agrees to provide accurate, current, and complete information during the registration process and to maintain and promptly update such information to keep it accurate, current, and complete.
- 1.3. The Marketplace reserves the right to suspend or terminate the Customer’s account, without liability, in the event of (a) a breach of this Agreement, or (b) the breach of the Standard Data Transferring Agreement.

2. Scope of Agreement

This Agreement governs the Customer’s access to and use of the Platform, including the licensing of Data Products. By creating an account, the Customer agrees to be bound by this Agreement, the Terms of Use and any applicable additional terms and Marketplace policies incorporated herein by reference.

3. Customer Rights and Obligations

- 3.1 The Customer may browse, evaluate, and license Data Products via Listings listed by Publishers on the Marketplace.
- 3.2 The Customer agrees to use licensed Data Products solely in accordance with the license or usage terms provided by the Publisher, which are governed by the Standard Data Transferring Agreement and Listing.

- 3.3 Except when expressly permitted, the Customer shall not redistribute, resell, or share any Data Products outside its organization.
- 3.4 The Customer is responsible for maintaining the confidentiality of its account credentials and for restricting access to its account. The Customer agrees to notify the Marketplace immediately upon becoming aware of any unauthorized access to or use of its account or any other security breach. The Marketplace shall not be liable for any loss or damage arising from the Customer's failure to comply with these security obligations.
- 3.5 The Customer is responsible for ensuring that its use of any Data Products complies with the Applicable Law and third-party rights.

4. Marketplace Responsibilities

- 4.1 The Marketplace acts solely as an intermediary that facilitates the licensing of Data Products between the Publisher and the Customer. The Marketplace does not create, own, control, or endorse any Data Products listed via Listings on the Platform, nor is it responsible for verifying their accuracy or legality.
- 4.2 The Marketplace does not guarantee the accuracy, completeness, legality, reliability, or quality of any Data Products. The Customer licenses and uses the Data Products at the Customer's own risk.
- 4.3 The Marketplace may, at its discretion, offer dispute resolution support between the Customer and a Publisher. However, the Marketplace is under no obligation to intervene in or resolve any such dispute and shall not be liable for any acts or omissions of the Customer or a Publisher.
- 4.4 No agency, partnership, joint venture, or employment relationship is created between the Marketplace and the Customer through the use of the Platform.

5. Customer Representations and Warranties

The Customer represents and warrants to the Marketplace that:

- 5.1 The Customer has the full power and authority to enter into and perform its obligations under this Agreement.
- 5.2 If the Customer is a legal entity, the individual entering into this Agreement on behalf of the Customer represents that he or she has all the necessary legal authority to bind the Customer to this Agreement.
- 5.3 All information provided by the Customer to the Marketplace under or in connection with this Agreement is and will remain true, accurate, current, and complete.

- 5.4 The Customer's access to and use of the Platform and the Data Products will comply with the Applicable Law and third-party rights.

6. Marketplace Disclaimers

- 6.1 The Marketplace provides the Platform and all Data Products on an "as-is" and "as-available" basis without warranties of any kind, whether express, implied, statutory, or otherwise.
- 6.2 The Marketplace expressly disclaims all implied warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, title, and non-infringement.
- 6.3 The Marketplace makes no representation or warranty that the Data Products will meet the Customer's requirements or that the Platform will be uninterrupted, secure, or error-free.

7. Payment Terms

- 7.1 The Customer agrees to pay all fees associated with the licensing of Data Products through the Platform. The Marketplace acts as the limited commercial agent of the Publisher for the sole purpose of facilitating transactions between the Customer and the Publisher through the Platform. Payment to the Marketplace shall be deemed payment to the Publisher.
- 7.2 The Customer must pay for Data Products using one of the payment methods supported by the Platform. The Marketplace may charge the Customer's selected payment method at the time of the transaction or at a later time, as applicable. The Marketplace is not responsible for any transaction or banking fees charged by the Customer's payment provider.
- 7.3 Prices listed in Listings for Data Products may be exclusive of applicable taxes. The Customer is solely responsible for paying any applicable sales, use, value-added, or similar taxes imposed in connection with the transaction.
- 7.4 The Marketplace does not guarantee the quality or suitability of any Data Product and does not provide refunds to the Customer from its own funds. Where a refund is permitted under the Applicable Law or the relevant Listing or agreement between the Customer and Publisher, the Marketplace may, at its discretion, assist in facilitating the refund solely in its capacity as a payment intermediary. In such cases, the refund will be made using funds from the Publisher and not the Marketplace.

8. Prohibition on Licensing, Purchase or Distribution of Personal Data

- 8.1 The Customer acknowledges and agrees that Personal Data will not be sold, licensed, or distributed on the Platform in any form.

- 8.2 The Customer undertakes that it will not knowingly license, request, or use Data Products that contain Personal Data.
- 8.3 In the event that the Customer unintentionally receives or comes into possession of Personal Data through a Data Product licensed through the Platform, the Customer shall:
- a) immediately cease any use of such Personal Data;
 - b) not redistribute, share, or disclose such Personal Data to any third parties;
 - c) notify the Marketplace promptly upon discovering the presence of Personal Data in the Data Product (no later than 24 hours from such discovery).
- 8.4 The Marketplace reserves the right to take corrective actions, including but not limited to suspension or termination of the Customer's account or the removal of the Data Product if a violation of this Clause 8 is identified.
- 8.5 The Customer agrees to cooperate with the Marketplace in addressing any issues related to Personal Data and shall comply with any guidance provided by the Marketplace to remove or handle any Personal Data appropriately.

9. Confidentiality, Privacy, Security and Data Protection

- 9.1 Information shared under this Agreement is subject to a Non-Disclosure Agreement entered into between the parties ("NDA"). If no NDA exists, then during the term of this Agreement and for 5 years thereafter, each party shall hold in the strictest confidence, and will not use or disclose any Confidential Information of the other party to any third party (except to an Affiliate or contractor engaged in connection to performing services related to this Agreement and subject to confidentiality obligations at least as protective as those set out herein). This section shall not prohibit disclosures required by law or lawful requests from law enforcement authorities.
- 9.2 The Marketplace may disclose the Customer's contact information to its Covered Parties and other service providers as necessary to operate and administer the Platform and this Agreement.
- 9.3 Marketplace may share a Publisher's contact information with the Customer, which may include Personal Data. The Publisher's contact information must be used solely for transactional purposes or to respond to a Publisher inquiry, and in accordance with Data Protection Laws. The Customer is responsible for obtaining the Publisher's consent for any other use, including for marketing purposes, of the Publisher's contact information obtained from the Marketplace. The Marketplace shall have no responsibility or liability for any such other use by the Customer.

- 9.4 Each party shall comply with the obligations imposed on it by the Applicable Law, including, but not limited to, the Data Protection Laws, in connection with the performance of this Agreement.

10. Force Majeure

- 10.1 A “Force Majeure Event” means any event or circumstance beyond a party’s reasonable control including, without limitation:
- a) acts of God, flood, drought, earthquake or other natural disaster;
 - b) epidemics, pandemics. or public health emergencies;
 - c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
 - d) nuclear, chemical or biological contamination or sonic boom;
 - e) any law or any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition;
 - f) fire, explosion, or structural collapse.
- 10.2 Provided it has complied with Clause 10.4, if a party is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event (“Affected Party”), the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- 10.3 The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.
- 10.4 The Affected Party shall:
- a) as soon as reasonably practicable after the start of the Force Majeure Event but no later than 3 (three) calendar days from its start, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and
 - b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- 10.5 If the Force Majeure Event prevents, hinders or delays the Affected Party’s performance of its obligations for a continuous period of more than 30 (thirty)

calendar days, the party not affected by the Force Majeure Event may terminate this Agreement by giving 15 (fifteen) calendar days' written notice to the Affected Party.

11. Term and Termination

- 11.1 This Agreement will remain in effect until terminated.
- 11.2 Either party may terminate this Agreement at any time, for any reason or no reason, upon 30 (thirty) calendar days' prior written notice to the other party. Written notice may be provided by email.
- 11.3 The Marketplace may terminate this Agreement immediately upon written notice if the Customer materially breaches any of its obligations under this Agreement, the Terms of Use and any applicable additional terms and Marketplace policies incorporated herein by reference, and fails to cure such breach within fifteen (15) calendar days after receipt of written notice describing the breach.
- 11.4 This Agreement shall be deemed terminated automatically upon deletion of the Customer's account on the Platform, unless the parties agree otherwise in writing. Any rights or obligations relating to previously licensed Data Products are governed by the Standard Data Transferring Agreement between the Customer and the Publisher.
- 11.5 Upon termination of this Agreement:
 - a) all rights granted to the Customer under this Agreement shall immediately cease;
 - b) the Customer shall stop using the Platform and any Data Products not subject to a separate license;
 - c) each party shall promptly return or destroy any Confidential Information of the other party in its possession, unless retention is required by the Applicable Law; and
 - d) any provisions of this Agreement that by their nature should survive termination (including confidentiality, limitations of liability, and dispute resolution) shall remain in effect.
- 11.6 Termination of this Agreement shall not affect any obligations or liabilities incurred prior to the effective date of termination.

12. Governing Law and Dispute Resolution

- 12.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims)

shall be governed by and construed in accordance with the Acting Law of the AIFC.

- 12.2 If any dispute arises in the course of fulfilment of obligations under this Agreement, the parties shall endeavour to take all necessary measures to settle the disputes without recourse to litigation.
- 12.3 If the parties have not come to a settlement or in case either party avoids conduct of negotiations, any dispute, whether contractual or non-contractual, arising out of or in relation to this agreement, including any question regarding its existence, validity or termination, may first be submitted to mediation at the AIFC International Arbitration Centre (“the IAC”) under its Arbitration and Mediation Rules 2022. If the dispute is not resolved by mediation, then the parties shall refer the dispute to arbitration at the IAC. In that case, any dispute, controversy, difference or claim, whether contractual or non-contractual, arising out of or in relation to this Agreement, including its existence, validity, interpretation, performance, breach or termination, shall be referred to and finally resolved by arbitration administered by the IAC in accordance with the IAC Arbitration and Mediation Rules in force on the date on which the Request for Arbitration is filed with the Registrar of the IAC, which Rules are deemed to be incorporated into this clause. The number of arbitrators shall be one. The arbitrator shall be appointed by agreement of the parties. The seat of the arbitration will be Astana International Financial Centre, Astana, Kazakhstan. The language of the arbitration proceedings shall be the English language.

13. Miscellaneous

- 13.1 This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior or contemporaneous oral or written communications, proposals, or representations.
- 13.2 All notices provided to the Marketplace under this Agreement must be sent via email to the address provided on the Platform. Notices to the Customer under this Agreement will be sent to the email address identified in the Customer’s user account as the primary contact email for such communications. Notices shall be deemed received when sent to the designated email address. The Customer must promptly notify the Marketplace of any changes to the Customer’s contact information.
- 13.3 The Marketplace may freely assign or delegate all rights and obligations under this Agreement, fully or partially to an Affiliate of the Marketplace without notice to the Customer. The Marketplace may perform certain obligations under this Agreement through one or more of its Affiliates.

- 13.4 The Customer may not assign, sublicense or delegate any rights or obligations under this Agreement, including in connection with a change of control. Any purported assignment, sublicensing or delegation will be ineffective.
- 13.5 The Marketplace may sublicense its rights under this Agreement to third parties or otherwise authorize third parties to assist the Marketplace in performing its obligations or exercising its rights under this Agreement.