

Publisher Agreement

This Publisher Agreement (“Agreement”) is entered into by and between the Publisher 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, submitting a Data Product for listing, or making a Listing for a Data Product available on the Platform, the Publisher 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 Publisher. The Marketplace may update this Agreement at any time and will notify the Publisher of such changes via email and/or by posting an update on the Platform. Continued use of the Platform or continued availability of a Data Product on the Platform after such changes become effective constitutes acceptance of the updated Agreement. If the Publisher does not agree to the updated terms, it must promptly remove its Data Products from 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 and any other international or national laws and any subordinate legislation applicable to any party, 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: (i) known to a party before the disclosing party’s disclosure to the receiving party; (ii) information publicly available through no fault of the receiving party; (iii) received from a third party without breach of an obligation owed to the disclosing party; or (iv) 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 via Listing through the Platform and is granted a right to use it in accordance with the Standard Data Transferring Agreement.

“Customer Data” means all data, including all text, sound, software, image or video files that are provided to the Publisher or its Affiliates by the Customer through use of the Platform and/or the Data Product.

“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.

“Product Documentation” means all user manuals, handbooks, training material, requirements, and other written or electronic materials that the Publisher makes available for, or that result from use of, the Data Product.

“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.

TERMS AND CONDITIONS

1. Access to Marketplace

- 1.1 To publish a Listing and make available Data Products in the Marketplace, the Publisher must register an account on the Platform. The Publisher must provide all information required by the Marketplace to be approved as a Publisher. The Marketplace may use the contact information provided by the Publisher to send administrative messages, Platform announcements, or updates. The Publisher agrees that the Marketplace may display the Publisher’s the contact information (including email address) on the Platform for support and transactional purposes.
- 1.2 The Publisher 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 Publisher’s account, remove the Publisher’s Data Product from the Platform, delete Data Product ratings and reviews, and retain associated fees (if any), 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 Publisher’s access to and use of the Platform, including the Listing and making available for purchase Data Products. By

creating an account, the Publisher agrees to be bound by this Agreement, the Terms of Use and any applicable additional terms and Marketplace policies incorporated herein by reference.

3. Publishing a Listing for a Data Product

3.1 Publishing.

The Publisher must submit to the Marketplace each Data Product that the Publisher wishes to list. The Publisher is solely responsible and liable for the Data Product, including all delivery, support, and compliance. The Marketplace may retain copies of the Data Product and any other materials the Publisher submits with the Data Product for operational, archival, and compliance purposes.

3.2 Updates to Data Products.

To the extent the Publisher makes available updates to Data Products, those updates are subject to the requirements of this Agreement.

3.3 Certification.

Each Data Product is subject to certification before it is listed on the Platform. Certification and post-publication assurances (described below) may include the Marketplace scanning submitted Data Products for identification of security vulnerabilities. The Marketplace's certification of the Listing does not constitute any representation or acknowledgment by the Marketplace that the Data Product complies with any requirements, nor does it imply any acceptance by the Marketplace of any responsibility or liability for the Data Product offered via the Listing.

3.4 Post Publication Assurances.

Once listed on the Platform, the Marketplace may periodically test and evaluate the Publisher's Data Product to verify that it continues to comply with this Agreement and Product Documentation. The Marketplace may also modify the Publisher's Listing solely to correct obvious spelling, grammatical or typographical errors.

3.5 Removing a Listing.

If the Publisher wishes to remove a Listing, the Publisher may make an application via its account. The Marketplace will remove the Listing from the Platform. Removing a Listing does not void existing Customer licenses.

3.6 Removal and Disablement by Marketplace.

The Marketplace may remove or suspend the availability of any Listing from the Marketplace in the event of: (a) the Publisher's breach of this Agreement; (b) the termination of this Agreement; (c) an assertion or claim that the Data Product infringes Intellectual Property Rights of a third party; (d) complaint(s) about the content or quality of the Data Product; or (e) an allegation of or the Publisher's violation of any applicable law, regulation, or regulatory guideline. The Marketplace may also disable the Publisher's Data Product temporarily or permanently: (i) if the Marketplace determines that the Data Product causes harm to Customers or their devices, third parties or any network; (ii) to comply with any judicial order, or government law, regulation, or order.

3.7 Infringement Claims.

If the Publisher believes that another Data Product or content on the Platform violates the Publisher's rights, the Publisher may submit a written claim to the Marketplace. If the Marketplace refers an infringement claim to the Publisher, the Publisher shall promptly respond and comply with any requirements in the notice.

3.8 Data Product Placement and Promotion.

The Marketplace reserves the right, in its sole discretion, to make (or designate Affiliates or third parties to make) all decisions regarding placement or promotion of Data Products anywhere on the Platform, except as may be otherwise agreed between the Publisher and the Marketplace.

3.9 Data Product Rankings and Ratings.

The Marketplace may allow Customers to comment on and rate Data Products and display such comments and ratings on the Publisher's Data Product, including comments and ratings sourced from third parties via the Platform. The Marketplace may make rankings, ratings, or comments publicly available. The Marketplace may use those ratings and other data to determine the placement or marketing of Data Products on the Platform. The Publisher must not attempt to manipulate rankings, ratings, or comments for the Publisher's Data Product or any other Data Product. The Marketplace may remove any rankings, ratings, or comments from the Platform at its sole discretion and for any reason.

3.10 Modification or Discontinuance.

The Marketplace may, in its sole discretion, change or discontinue the Platform at any time.

4. Licenses

4.1 Grant of Rights.

The Publisher does not transfer ownership of any Data Product by submitting them to the Marketplace to publish a Listing. By submitting a Data Product to create a Listing, except for third-party rights and material under open source licenses described in Clause 4.2, the Publisher directly grants to the Marketplace a limited, worldwide, non-exclusive license to: (a) host, install, reproduce, publicly perform and display the Publisher's Data Products via any digital transmission technology, solely as necessary to operate the Platform, display and manage the Publisher's Data Products, and make available the Publisher's Data Products to Customers; and (b) access, distribute, and use the Publisher's Data Products solely as necessary to certify such Data Products and as otherwise required by the Marketplace to make available the Publisher's Data Products to Customers on the Platform. This license does not transfer ownership or any other rights beyond what is expressly granted herein.

4.2 Third-Party Rights/Open-Source Licenses.

The Publisher's Data Product must not infringe or misappropriate any Intellectual Property Rights or personal rights of any third party. If the Publisher licenses any portion of the Publisher's Data Product from a third party or under any open-source license, the Publisher is solely responsible for compliance with such terms and conditions and for ensuring that the Marketplace has the necessary rights to perform its obligations to the Publisher under this Agreement. The Publisher is, at the Publisher's sole cost and expense, responsible for securing, reporting, and maintaining all necessary rights, clearances, and consents and paying all licensing fees (including applicable public performance license fees or other consideration associated with providing music or video (and all content embodied therein) in and through the Publisher's Data Product), and for undertaking all related reporting obligations. The Marketplace bears no responsibility for ensuring compliance with open-source obligations.

4.3 Marketing Rights.

The Publisher grants the Marketplace and its agents, contractors, licensees, and marketing partners, the right to use, reproduce, display, publicly perform and publish the Publisher's entity name and Data Products, in connection with the marketing of the Data Product through the Platform, the Marketplace's marketing and promotion of the Platform, including through the Platform and the websites, products, services, and events affiliated with the AIFC. The Publisher is the sole owner of the Publisher's entity name and Data Products. The Marketplace will not acquire any right, title, or interest in the Publisher's entity name and Data Products because of its use of them.

4.4 Customer Contracts.

The Publisher, not the Marketplace, will license or grant any necessary use rights to the Publisher's Data Products to Customers. The Standard Data Transferring Agreement is an agreement which governs the relationship between the Publisher and a Customer. No contract between the Publisher and a Customer creates any obligation or responsibility for the Marketplace. The Publisher acknowledges that the Marketplace grants no right or license to the Publisher's Data Products through the operation of the Platform or through enabling the Publisher to provide Data Products through the Platform.

4.5 Reservation of Rights.

Except as expressly set forth herein, this Agreement does not grant to either party (by implication, estoppel, exhaustion, or otherwise) any right, title, interest, or license, in the other party's intellectual property. Each party reserves all rights not expressly granted in this Agreement.

5. Data Product Requirements

5.1 General Requirements.

The Publisher's Data Products must comply with this Agreement, the Terms of Use and all applicable Marketplace policies.

5.2 Compliance with Applicable Law.

The Data Product, and the Publisher's marketing of the Data Product must comply with the Applicable Law. This includes but is not limited to: (a) Data Protection Laws; (b) content ratings regulations; (c) consumer protection and marketing laws, including laws that prohibit direct exhortations to children to buy advertised products; and (d) financial regulations. If the Publisher is required to make any disclosures to Customers prior to licensing or access of the Data Product, the Publisher must provide those in the Data Product description field (unless they are provided elsewhere in the Publisher's Listing). The Marketplace product description pages may include the Publisher's full contact information and information about Data Product purchases available in an Data Product. The Publisher must make such notices sufficiently prominent as is required by Applicable Law. The Publisher must disclose to the Marketplace and the Customers any controlled technology employed, used or supported by the Publisher's Data Product that may impose any legal obligations or requirements. The Publisher must inform the Marketplace of such legal obligations and requirements and take any action if necessary for the Marketplace to comply with its legal obligations. The Publisher may not use the Platform or any services

or tools made available for the development of Data Products for, or to permit others to carry out, any illegal activity or breach of contract.

5.3 Support.

The Marketplace is not responsible for providing support for the Publisher's Data Products. The Publisher must provide to the Marketplace current technical and billing support contacts via e-mail and phone for when the Marketplace receives technical or billing questions from Customers about the Publisher's Data Products. The Publisher must use its best efforts to respond to any inquiry received about the Publisher's Data Product. The Publisher must ensure that any support options described in the Publisher's Listing are available to the Customers for as long as the relevant Data Product is available on the platform. The Marketplace is not responsible for responding to Customer inquiries about the Publisher's Data Products beyond initial routing or administrative handling.

6. Transactions

6.1 The Publisher acknowledges that the Publisher, and not the Marketplace, is the distributor and licensor of the Data Products offered on the Platform. The Publisher appoints the Marketplace as the Publisher's limited commercial agent for the sole purpose of facilitating transactions between the Publisher and Customers through the Platform. As such:

- a) the Marketplace is authorised to receive payments from Customers on behalf of the Publisher;
- b) the Marketplace will remit those payments to the Publisher, less any applicable Marketplace fees;
- c) the Marketplace may appoint Covered Parties as sub-agents to carry out the above functions on its behalf, and any such Covered Party appointed by the Marketplace may appoint other Covered Parties as sub-agents.

6.2 When the Publisher submits the Data Product for publication, the Publisher will designate the price to be charged to Customers in both USD and KZT. The Publisher is solely responsible for setting and updating the pricing of its Data Products.

6.3 The Publisher will receive payments based on the amounts actually collected by the Marketplace from the Customers for the Publisher's Data Products, less a fixed service fee of 5% per transaction retained by the Marketplace ("Net Publisher Revenue"). Net Publisher Revenue shall be transferred to the Publisher as soon as reasonably practicable following the completion of each transaction, provided that the Publisher has supplied all necessary invoicing and payment

information and there are no payment processing issues beyond the Marketplace's control.

- 6.4 The Publisher shall provide all financial, tax, and banking information requested by the Marketplace or its third-party payment processor to enable payments under this Agreement. The Publisher's failure to keep such information current and accurate may result in the removal of the Publisher's Data Product from the Platform by the Marketplace and forfeiture of amounts owed to the Publisher under this Agreement. A Customer will be deemed to have paid in full for the Publisher's Data Product when the Marketplace receives payment from the Customer, and any failure by the Marketplace to remit the amounts owing to the Publisher will not affect a Customer's rights to the Data Product. The Marketplace is not responsible for delay or misapplication of payment because of incorrect or incomplete information supplied by the Publisher or a bank or for failure of a bank to credit the Publisher's account.
- 6.5 The Publisher shall be responsible for the cost of any refunds issued to Customers in accordance with the Applicable Law, the Listing and the agreement between the Publisher and the Customer on refunds, if any. The Marketplace may, at its discretion, deduct the amount of any refund from future payments owed to the Publisher.
- 6.6 The Publisher is solely responsible for taxes imposed on the Publisher, including taxes unique to where the Publisher resides, that are related to payments the Publisher may receive under this Agreement and/or to the Data Products the Publisher lists on the Platform (including, but not limited to, income, gross receipts, business and occupation, franchise, property and payroll taxes). The Publisher is also responsible for paying any sales, use, goods and services, value-added or similar taxes (if any) in connection with any fees that the Marketplace collects from the Publisher.

7. Publisher Representations and Warranties

The Publisher represents and warrants to the Marketplace that:

- 7.1 The Publisher has the full power and authority to enter into and perform its obligations under this Agreement.
- 7.2 If the Publisher is a legal entity, the individual entering into this Agreement on the behalf of the Publisher represents that he or she has all the necessary legal authority to bind the Publisher to this Agreement.
- 7.3 The Publisher and its Data Product comply with all the requirements of this Agreement, the Applicable Law, and third-party rights, and will remain in compliance throughout the term of this Agreement.

- 7.4 The listing, distribution, and licensing of the Publisher's Data Products through the Platform does not and will not violate any agreements to which the Publisher is a party. The Publisher has obtained any and all consents, approvals or rights (including any required written third-party consents or licenses) required for the Publisher to make the Publisher's Data Products available on the Platform in compliance with this Agreement.
- 7.5 All information provided by the Publisher to the Marketplace under or in connection with this Agreement is and will remain true, accurate, current, and complete.
- 7.6 The Publisher's Data Products do not contain any Personal Data.

8. Marketplace Responsibilities

- 8.1 The Marketplace acts solely as an intermediary that facilitates the licensing of Data Products between the Publisher and Customers. The Marketplace does not create, own, control, or endorse any Data Products listed by Publishers, nor is it responsible for verifying their accuracy or legality.
- 8.2 The Marketplace does not guarantee the performance, availability, or reliability of the Platform or of any Customer. The Publisher uses the Platform at its own risk.
- 8.3 The Marketplace may, at its discretion, offer dispute resolution support between the Publisher and a Customer. 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 Publisher or a Customer.
- 8.4 No agency, partnership, joint venture, or employment relationship is created between the Marketplace and the Publisher through the use of the Platform, except as otherwise stated in this Agreement.

9. Marketplace Disclaimers

- 9.1 The Platform and all Marketplace services are provided on an "as-is" and "as-available" basis, without warranties of any kind, whether express, implied, statutory, or otherwise.
- 9.2 The Marketplace expressly disclaims all implied warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, title, and non-infringement.
- 9.3 The Marketplace makes no representation or warranty that the Platform will meet the Publisher's expectations, be uninterrupted, secure, or error-free, or that Customer activity or behaviour will comply with the Applicable Law.

10. Prohibition on the Licensing or Distribution of Personal Data

- 10.1 The Publisher acknowledges and agrees that Personal Data shall not be included in any Data Product listed, licensed, or distributed through the Platform in any form.
- 10.2 The Publisher undertakes that it will not knowingly upload, submit, license, or distribute any Data Product that contains Personal Data, nor will it include Personal Data in any updates or metadata associated with the Data Product.
- 10.3 In the event that the Publisher becomes aware that any Data Product listed on the Platform contains or may contain Personal Data, the Publisher shall:
 - a) immediately remove or disable access to the affected Data Product;
 - b) notify the Marketplace without undue delay, and in any event no later than 24 hours after such discovery; and
 - c) cooperate fully with the Marketplace in taking all necessary corrective measures.
- 10.4 The Marketplace reserves the right to take corrective actions, including but not limited to suspension or termination of the Publisher's account or the removal of the Data Product, in the event of a violation of this Clause 10.
- 10.5 The Publisher shall cooperate with the Marketplace in investigating, addressing, or remediating any issues related to the inclusion of Personal Data, and shall comply with any reasonable instructions provided by the Marketplace in this regard.

11. Confidentiality, Privacy, Security and Data Protection

- 11.1 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.
- 11.2 The Marketplace may disclose the Publisher's contact information to its Covered Parties and other service providers as necessary to operate and administer the Platform and this Agreement.

- 11.3 The Publisher is responsible for informing the Customers of the Publisher's privacy policy (including by submitting that policy to the Marketplace for display to Customers on the Platform).
- 11.4 The Marketplace may share the Customer's contact information with the Publisher, which may include Personal Data. The Customer's contact information must be used solely for transactional purposes or to respond to a Customer inquiry, and in accordance with Data Protection Laws. The Publisher cannot use the Customer's contact details provided by the Marketplace to direct the Customer to purchase the Publisher's Data Product on competing marketplaces. The Publisher is responsible for obtaining the Customer's consent for any other use, including for marketing purposes, of the Customer's contact information obtained from the Marketplace. The Marketplace shall have no responsibility or liability for any such other use by the Publisher.
- 11.5 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.
- 11.6 The Publisher's Data Products, network, operating systems and the software of the Publisher's servers, databases, and computer systems must use reasonable security measures to protect Customer Data. The Publisher's Data Product must not jeopardize or compromise user security, the security of the Marketplace, the Platform, any related services or systems, or any Customer's systems and must not install or launch executable code on the user's environment beyond what is identified in or may reasonably be expected from the Data Product or Listing. If the Publisher has a security vulnerability in a Data Product that impacts Customers, the Publisher must notify the Marketplace's support team.

12. Force Majeure

- 12.1 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.

- 12.2 Provided it has complied with Clause 12.4, 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.
- 12.3 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.
- 12.4 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.
- 12.5 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.

13. Term and Termination

- 13.1 This Agreement will remain in effect until terminated.
- 13.2 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.
- 13.3 The Marketplace may terminate this Agreement immediately upon written notice if the Publisher 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.
- 13.4 This Agreement shall be deemed terminated automatically upon deletion of the Publisher’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 Publisher and the Customer.

13.5 Upon termination of this Agreement:

- a) all rights granted to the Publisher under this Agreement shall immediately cease;
- b) the Publisher shall cease listing, offering, and distributing all Data Products through the Platform, and shall take any action reasonably requested by the Marketplace to remove or disable access to such Data Products;
- 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.

13.6 Termination of this Agreement shall not affect any obligations or liabilities incurred prior to the effective date of termination.

14. Governing Law and Dispute Resolution

14.1 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.

14.2 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.

14.3 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.

15. Miscellaneous

- 15.1 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.
- 15.2 All notices provided to the Marketplace under this Agreement must be sent via email to the address provided on the Platform. Notices to the Publisher under this Agreement will be sent to the email address identified in the Publisher's user account as the primary contact email for such communications. Notices shall be deemed received when sent to the designated email address. The Publisher must promptly notify the Marketplace of any changes to the Publisher's contact information.
- 15.3 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 Publisher. The Marketplace may perform certain obligations under this Agreement through one or more of its Affiliates.
- 15.4 The Publisher 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.
- 15.5 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.