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Accession Agreement to the Dalaway Digital Platform

Offer for Business Entities

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SteppeGate LLP, BIN 260140019690, Republic of Kazakhstan	**Russian**	**https://dalaway.kz/legal/terms**

This Agreement governs the relationship between SteppeGate LLP and business entities using the Dalaway digital platform. It establishes the conditions for access to the Platform, which actions on it have legal significance, when and in what amount the obligation to pay for the Operator's services arises, and how disputes are resolved. The Platform Use Rules, Marketplace Rules and Tariffs form an integral part hereof. Personal data processing is governed by the Privacy Policy and the relevant consents.

1. General Provisions and Acceptance Procedure

1.1. This Agreement establishes the conditions on which SteppeGate Limited Liability Partnership (BIN 260140019690, hereinafter the "Operator") provides access to the Dalaway digital platform (hereinafter the "Platform") and its functionality.

1.2. This Agreement contains the Operator's offer to business entities to accede to the terms of use of the Platform. The Agreement is concluded in accordance with section 4 after its terms have been accepted by the Participant's representative, the Participant has successfully passed verification, and the corporate account has been activated.

1.3. The Platform is intended exclusively for business activities. Participants may include:

1. legal entities registered in the Republic of Kazakhstan or in a foreign state;
2. individual entrepreneurs;
3. peasant and farming enterprises registered as business entities;
4. other business entities whose status has been confirmed during verification.

1.4. The Platform is not intended for acquiring goods, work or services for personal, family, household or other needs unrelated to business activities. Individuals without business entity status are not admitted to the Platform's trading functions.

1.5. By acceding to this Agreement, the Participant confirms that it acts in connection with its business activities and is aware of the terms on which it enters into the Agreement.

1.6. This Agreement is an accession agreement. The Participant accepts its terms in their entirety, without exclusions, in accordance with section 4 of this Agreement.

1.7. The Operator may refuse registration, verification, activation or continued service of a Participant if information about the Participant or its representative could not be confirmed, inconsistencies or signs of inaccuracy are found, breaches of the Marketplace Rules are identified, sanctions-related or other risks of violation of legislation, the Marketplace Rules or security requirements are established, or other reasonable grounds relating to the security and legality of the Platform's operation exist.

1.7-1. The Operator shall communicate the refusal, stating its reason. The Operator is not required to disclose internal verification criteria and thresholds if such disclosure could reduce the effectiveness of security measures.

1.8. The Agreement is concluded for an indefinite term and remains effective until terminated in accordance with section 23. Inactivity of the Participant does not in itself terminate the Agreement.

2. Terms and Definitions

Capitalised terms are used in this Agreement, the Platform Use Rules, Marketplace Rules and Tariffs with the meanings established in this section. The definitions are presented in the order in which the corresponding concepts arise in work on the Platform.

2.1. The Platform and Its Participants

"Platform", "Dalaway" means the Operator's digital platform providing software and technical capabilities via the Internet for posting and searching commercial information, establishing interaction between sellers and buyers, agreeing terms and digitally supporting transactions and related service processes.

"Operator" means SteppeGate Limited Liability Partnership, BIN 260140019690.

"Participant" means a business entity whose corporate profile has been created on the Platform. Participants include legal entities, individual entrepreneurs, peasant and farming enterprises and other business entities whose status has been confirmed during verification.

"User" means an individual using a personal Dalaway account in the interests of a Participant or to create a corporate profile.

“Owner” means a User with a system role granting full authority in the corporate account, including critical authority.

“Verified” means the status of a Participant that has successfully completed verification.

“Services Centre” means the Platform section for finding and interacting with providers of transport, inspection, laboratory, customs representation, grain elevator and other ancillary services.

“Service Provider” means a Participant providing services through the Services Centre.

2.2. Offers and Agreement on Terms

“Lot” means an offer of a possible sale of goods published by a Participant. A Lot is addressed to an indefinite group of Participants, is intended to initiate negotiations, is not an offer to supply goods and creates no obligation to enter into a contract.

“Request” means a request for proposals for the supply of goods published by a Participant. A Request creates no obligation to purchase goods.

“Offer” means a commercial proposal addressed to a specific Participant proposing certain terms for agreement on a possible Parties’ Contract.

“Agreement on Commercial Terms” means the event occurring when the recipient confirms the version of the Offer sent to it. Agreement on Commercial Terms does not in itself create an obligation to pay the Fee.

“Agreed Commercial Terms” means an immutable snapshot of the Offer terms at the time of Agreement on Commercial Terms: parties, goods, volume, price, currency, delivery basis, performance period and permitted variation in the quantity of goods at the seller’s option.

2.3. The Transaction and Its Elements

“Transaction” means a digital space on the Platform bringing together the Agreed Commercial Terms, Parties’ Contract, contractual stage, performance, documents, related services and the history of the parties’ actions.

“Parties’ Contract” means a sale and purchase or supply contract entered into between Participants.

“Lead Party” means the party to the Transaction selected by the parties to prepare the Parties’ Contract and authorised to enter its details.

“Contractual Basis Confirmed” means the event occurring when the other party to the Transaction expressly confirms the entered details of the Parties’ Contract and the agreed terms.

“Appendix” means a digital Platform document to the Parties’ Contract determining the volume and terms of a separate consignment.

“Trading Operation” means a digital Platform record supporting the actual shipment of a consignment of goods.

“Completion of the Transaction” means recording the outcome of performance of the Parties’ Contract in accordance with section 13 of this Agreement.

“Related Transaction” means a transaction between the parties to a completed Agreement on Commercial Terms concerning its subject matter and meeting the criteria in clause 16.2-1, regardless of where or how it is documented.

2.4. Fee and Settlements

“Fee” means the price of the Operator’s information technology services for a specific Transaction, calculated in accordance with this Agreement and the Tariffs.

“Fee Event” means an event giving rise to the obligation to pay the Fee: confirmation of the Contractual Basis or establishment of an unrecorded Related Transaction in accordance with section 16.

“Calculation Value of the Transaction” means the value of the goods under the Parties’ Contract, determined in accordance with the Tariffs and used solely as the basis for calculating the Fee. In the absence of confirmed information from the Parties’ Contract, it is determined using the Agreed Commercial Terms, and where reliable information about actual terms exists, using those terms.

“Standard Volume Deduction” means a fixed amount by which the volume of the Parties’ Contract is reduced when determining the Fee calculation basis.

“Fee Calculation” means an immutable record generated by the Platform upon a Fee Event and containing the calculation parameters, applied rate, exchange rate determined under the Tariffs and Fee amount. The Calculation is retained in the Transaction and accessible to the payer; any change to the Fee amount is documented in a new version of the Calculation with previous versions retained.

“Certificate of Work Performed (Services Rendered)” means the document by which the Operator documents the provision of paid services for a Transaction.

“Individual Agreement” means a separate services agreement between the Operator and a non-resident seller.

2.5. Data and Documents

“De-identified Data” means information obtained from Platform data by removing identifiers of Participants, Users and their counterparties, such that attribution of the

information to a specific person cannot be restored by reasonable means.

“Aggregated Indicators” means summary values—ranges and averages of prices, volumes, periods, transport routes and similar values—calculated on the basis of De-identified Data across Transactions, Lots and Requests.

“Platform Use Rules” means the Dalaway Platform Use Rules—Appendix No. 1 to this Agreement.

“Marketplace Rules” means the Dalaway Marketplace Rules—Appendix No. 2 to this Agreement.

“Tariffs” means the Dalaway Tariffs—Appendix No. 3 to this Agreement.

“Business Day” means a day that is not a weekend or public holiday under the laws of the Republic of Kazakhstan.

2.6. Calculation of Time Periods

2.6.1. Time periods established by this Agreement and its appendices are calculated in business days unless the relevant clause expressly states that the period is calculated in calendar days.

2.6.2. A time period starts on the day following the event determining its commencement.

3. Subject Matter of the Agreement

3.1. The Operator provides the Participant with information technology services by making the software and technical capabilities of the Dalaway digital platform available via the Internet for posting and searching commercial information, establishing interaction between sellers and buyers, exchanging Offers, agreeing terms and digitally supporting Transactions. The Participant pays for these services in the cases, manner and amount established by this Agreement and the Tariffs.

3.2. The Parties’ relations under this Agreement are governed by chapter 33 of the Civil Code of the Republic of Kazakhstan on compensated provision of services unless otherwise expressly follows from the nature of the relevant obligation.

3.3. The Operator’s functionality and services include:

1. providing access to the Platform and corporate account;
2. providing software and technical tools for publishing Lots and Requests, searching and filtering information, sending and receiving Offers;
3. creating a digital Transaction space after Agreement on Commercial Terms;

4. providing tools to record agreed terms, manage the contractual stage, exchange documents and support Trading Operations;
5. recording User actions and generating event and notification logs;
6. providing Services Centre functionality;
7. the ability to provide an export of Transaction materials in accordance with section 19;
8. other functionality provided by the Platform, Platform Use Rules and Tariffs.

3.4. The Operator provides digital tools but makes no commercial decisions for the Participant. Participants independently select counterparties, determine prices and other terms, accept or reject Offers and enter into Parties' Contracts.

3.5. Agreement on Commercial Terms records the result of using the relevant Platform functionality and creates a Transaction, but does not in itself create an obligation to pay the Fee. The Fee arises only upon a Fee Event in accordance with sections 15 and 16.

3.6. Paid services are accepted in accordance with the Tariffs. The Operator issues a Certificate of Work Performed (Services Rendered); in the absence of reasoned objections from the Participant within the period established by the Tariffs, the services are deemed accepted in the scope specified in the Certificate.

3.7. Engagement of third parties. The Operator may engage providers of computing infrastructure and data storage, communication channels, messaging tools, account infrastructure, data analysis tools and other technical solutions to provide services under this Agreement, while remaining responsible to the Participant for performing its own obligations. This clause constitutes a departure from the general rule in article 684 of the Civil Code of the Republic of Kazakhstan requiring personal provision of services. Personal data is processed by such persons in accordance with the Privacy Policy.

4. Procedure for Concluding the Agreement

4.1. Uniform accession procedure. The Participant's initial representative accepts this Agreement by digital confirmation in the Platform interface. The Platform records the fact, date and content of this expression of intent.

4.1-1. The texts of this Agreement, the Platform Use Rules, Marketplace Rules and Tariffs are available for review and saving before acceptance. Every previous version is retained in the archive.

4.2. Until the Participant successfully passes verification, acceptance by the initial representative is recorded as an application for accession and an intention to connect the corporate account to the Platform. The Agreement becomes effective for the Participant upon assignment of "Verified" status and activation of the corporate account by the

Operator. Until then, only the functions specified in clause 6.2 are available to the Participant.

4.3. Methods of confirming information and authority. For Participants resident in the Republic of Kazakhstan, an electronic digital signature may be used to confirm identity, authority and Participant information. The Operator may use information from state and other reliable registers and, where insufficient, Participant documents. For non-residents, available registers and documents are used in accordance with section 6.

4.4. Agreement to use digital confirmation. The parties agree to use digital confirmation—an action by a User expressing consent or another expression of intent, performed after digital authentication in the Platform interface (article 47 of the Digital Code of the Republic of Kazakhstan). This clause is the parties' agreement to use digital confirmation within the meaning of paragraph 3 of that article.

4.4-1. Legal significance of acceptance in the interface. The User ticking the acceptance box and clicking the continue button constitutes a response accepting the offer (paragraph 1 of article 396 of the Civil Code of the Republic of Kazakhstan), expressed in an electronic message. Exchange of electronic messages and electronic documents identifying the persons and the content of their expressions of intent is equivalent to a transaction in written form (paragraph 3 of article 152 of the Civil Code). Actions by the Participant to perform this Agreement after it takes effect, including payment of the Fee or publication of a Lot or Request, additionally confirm acceptance of the Agreement.

4.4-2. Acceptance using an electronic digital signature. If this Agreement is accepted using the electronic digital signature of the Participant or a person authorised to act on its behalf without a power of attorney, such acceptance is equivalent to a personally signed paper document (article 49 of the Digital Code of the Republic of Kazakhstan). If the signatory's authority has been confirmed by verification prescribed by law and is sufficient to accept this Agreement, no additional power of attorney is requested.

4.4-3. Digital confirmation that is not an electronic digital signature does not in itself ensure the authenticity and immutability of the content of a digital record (paragraph 4 of article 47 of the Digital Code). The Operator ensures the immutability of the accepted version's text by archiving the version and recording its checksum in the event log in accordance with clause 4.7.

4.5. The parties recognise the legal validity of:

1. documents signed with an electronic digital signature whose public key certificate was issued by a certification authority accredited in the Republic of Kazakhstan or by a foreign certification authority registered with a trusted third party of the Republic of Kazakhstan (articles 49 and 57 of the Digital Code of the Republic of Kazakhstan), as equivalent to personally signed paper documents;

2. personally signed documents bearing a seal where available, sent as electronic copies from the email addresses specified by the Parties on the Platform, as electronic messages equivalent to the written form of a transaction under paragraph 3 of article 152 of the Civil Code of the Republic of Kazakhstan;
3. documents executed using other electronic signing services that are not certification authorities, in the same manner as documents under subclause 2 of this clause, unless otherwise provided by law.

4.6. Login to the account is by login and password. One-time codes are sent by email upon registration and access recovery. Actions performed by a User after login within the rights granted to that User constitute digital confirmation (article 47 of the Digital Code of the Republic of Kazakhstan) and are not an electronic digital signature. An electronic digital signature is used upon registration and verification of the Participant.

4.7. Acceptance of the Agreement and its entry into force are evidenced by Platform event log records containing User and Participant identifiers, date and time, device network address, version number and checksum of the accepted document's text, and information on assignment of "Verified" status.

4.8. If the Participant's initial representative is not its head or another person authorised to act without a power of attorney, their authority is confirmed during verification by a power of attorney in the Operator's form or another document conferring sufficient authority for residents of the Republic of Kazakhstan, and by a letter of authority or equivalent document for non-residents.

4.9. Repeat acceptance of the Agreement after successful verification is not required, except in the cases specified in section 22.

5. Operator's Status and Limits of Its Role

5.1. The Operator provides digital infrastructure and information technology services. The Operator is not a seller, buyer, carrier, freight forwarder, inspection organisation, laboratory, customs representative, custodian, attorney, commission agent, intermediary or representative, surety, guarantor or other party to a Parties' Contract or services contract between Participants, unless expressly documented otherwise in a separate agreement with the Operator.

5.1-1. The Operator does not perform legal acts or transactions on the Participant's instructions, does not act on the Participant's behalf and does not act at its expense. The parties to a Transaction independently determine its terms, including price; the Operator does not set them, select counterparties for the parties or control goods quality.

5.2. The Operator does not receive or hold Participants' funds, conduct settlements between them or provide payment services within the meaning of the Law of the Republic

of Kazakhstan “On Payments and Payment Systems”. Participants settle under the Parties’ Contract directly with each other or through licensed payment service providers. The Participant pays the Operator’s Fee to the Operator in a separate payment based on the Operator’s invoice.

5.3. Participants independently determine the terms of the Parties’ Contract and services contracts and verify counterparties, signatories’ authority, goods quality and quantity, solvency and other material circumstances.

5.4. “Verified” status means completion of the verification procedure established by the Operator and is not a guarantee of good faith, solvency, proper performance of obligations, goods quality or legality of a particular transaction.

5.5. The Operator does not certify electronic signatures on Parties’ Contracts. Confirmation of a file in the Platform interface means recognising it as the current version for Platform purposes and is not an electronic digital signature.

5.6. Assignment of a Platform role to a User does not independently confirm their right to sign documents on the Participant’s behalf in dealings with third parties. Counterparties independently assess the signatory’s authority.

5.7. Physical goods only. The Platform services transactions involving physical goods only. Agreed Commercial Terms in all cases envisage the seller transferring a specified quantity of goods to the buyer within a specified period. The Platform neither permits nor supports:

1. transactions not envisaging actual transfer of goods, including cash-settled (non-deliverable) transactions performed by payment of a price difference;
2. derivative financial instruments, options and futures contracts, contracts for differences, and any transactions whose subject matter is a change in the goods’ price rather than the goods themselves;
3. assignment, resale or other disposal to third parties through Platform functionality of rights arising from an Offer, Agreement on Commercial Terms or Transaction;
4. transactions entered into without an intention to perform them by actual delivery.

The permitted variation in goods quantity at the seller’s option included in the Agreed Commercial Terms means solely the parties’ agreed limit for variation in the quantity actually delivered relative to the nominal quantity and is not a derivative financial instrument.

5.8. Not an exchange. The Operator is not a commodity exchange and does not organise exchange trading: the Platform does not conduct double-auction trading, generate or publish exchange quotations, or carry out clearing, performance guarantees or settlements between parties. Participants’ interaction on the Platform consists of targeted bilateral negotiations. The Participant itself bears the obligation to comply with commodity

exchange legislation when selling goods classified as exchange-traded goods; the Operator does not perform that obligation for the Participant or verify compliance with it.

6. Participant Verification and Statuses

6.1. Participant verification may be completed during initial setup of the corporate account or later.

6.2. Until “Verified” status is assigned, the Participant cannot publish Lots and Requests, send or accept Offers, agree Commercial Terms, create Transactions or send quotes in the Services Centre. Creating and configuring the corporate profile, managing the team, viewing public information and contacting the Operator are available.

6.3. The Operator applies a risk-based approach: the standard document list must not duplicate information reliably confirmed by an available register or another reliable source. Additional documents are requested where data is insufficient or inconsistent.

6.4. The Operator may re-verify a Participant if its information changes, submitted documents expire, or there are grounds to believe that previously submitted information is no longer reliable.

6.5. Participant obligations concerning legality and accuracy. The Participant shall:

1. provide accurate and up-to-date information to the Operator and other Participants where its provision is required by the Platform or this Agreement;
2. not use the Platform for transactions or actions prohibited by applicable law, including currency regulation, export control and anti-money-laundering requirements;
3. before entering into the relevant transaction, independently take account of sanctions and other mandatory restrictions applicable to it, its controlling persons, beneficial owners, the counterparty and the goods, and not use the Platform for a prohibited operation;
4. independently obtain necessary permits, licences, quotas, certificates and other documents where required for the offered goods, delivery destination or Participant’s activities;
5. immediately notify the Operator of changes in circumstances materially relevant to verification, including inclusion of the Participant itself, its controlling person or beneficial owner on an applicable sanctions or other restrictive list.

6.6. Breach of the obligations in clause 6.5 constitutes grounds for re-verification, temporary restriction or termination of access in accordance with section 23. If such breach causes losses to the Operator, they shall be compensated in accordance with the laws of the Republic of Kazakhstan and this Agreement.

7. Corporate Account, Roles and Critical Authority

7.1. An Owner may invite Users and assign, change and revoke their roles and access within Platform functionality. The Participant shall always retain at least one Owner; the last Owner shall not be removed without prior transfer of the role.

7.2. Critical authority (referred to in the Platform interface as “Key permissions”) is authority to take actions that create obligations for the Participant under a Transaction: accepting an Offer, confirming the details and copies of the Parties’ Contract, agreeing Appendices, changing terms, and Completion and cancellation of a Transaction. The specific list is displayed in the team management section.

7.3. Critical authority is granted and revoked by the Owner or by an administrator of the Participant to whom the Owner has granted the full set of rights. The Platform records by whom and when authority was granted or revoked.

7.4. The Participant shall keep its team composition up to date and revoke access without undue delay from persons who have lost authority or whose employment or contractual relationship with the Participant has ended.

7.5. A User shall keep login credentials confidential and shall not transfer the account to other persons.

7.6. An Owner is replaced by transfer of the role by the current Owner. Where such transfer is impossible, the Operator’s application procedure applies, with confirmation of the authority of the applicant and the new Owner.

8. User Actions and Participant Responsibility

8.1. Actions performed by a User in the Participant’s corporate account within the rights granted to the User on the Platform are deemed actions of the Participant and create rights and obligations for the Participant towards the Operator.

8.2. The scope of authority of the Participant’s representative is determined by the document submitted by the Participant itself during verification: a power of attorney in the Operator’s form for residents of the Republic of Kazakhstan, or a letter of authority or equivalent document for non-residents. For a representative acting on behalf of the Participant without a power of attorney, authority is confirmed in accordance with clause 4.3.

8.3. The Participant shall keep the submitted document up to date and notify the Operator of revocation or amendment of the representative’s authority. Until such notice is received, actions performed within rights granted to the User on the Platform and not revoked are deemed actions of the Participant.

8.4. The Participant bears the risk of actions of a User whose access was not revoked in a timely manner.

8.5. A User may dispute attribution of an action to them and the accuracy of an event log record. Such disputes are considered in accordance with the Marketplace Rules.

8.6. This section does not affect the Participant's relations with its counterparties: the authority of a signatory to the Parties' Contract is determined under clause 5.6.

9. Lots, Requests and Offers

9.1. Participants with "Verified" status may publish Lots and Requests.

9.2. The Participant is responsible for the accuracy of goods characteristics, volume, quality, location, time periods and other published information.

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

9.4. Sending an Offer expresses willingness to continue agreeing the Parties' Contract on the terms stated therein. The sending party may amend or withdraw the Offer before the recipient confirms it. Amendments and withdrawal are recorded in the event log. After confirmation of the Offer and Agreement on Commercial Terms, amendment or withdrawal of the Offer is not permitted; terms are changed in accordance with clause 10.3-1.

9.4-1. Confirmation relates to a specific version of the Offer. A message in the Transaction chat does not constitute confirmation of an Offer.

9.5. Mandatory information. The mandatory information for a Lot, Request and Offer is determined by the Platform interface and Platform Use Rules. For agricultural products, the harvest year (season) to which the goods relate and the goods' location or delivery basis must be specified. Quality information is provided to the extent required by the product card for the relevant crop.

10. Agreement on Commercial Terms

10.1. Agreement on Commercial Terms occurs when the recipient confirms the version of the Offer sent to it. From that moment:

1. counterparty information is disclosed to the parties;
2. a Transaction is created;
3. Agreed Commercial Terms are generated;
4. the result of the Operator's service of providing Platform software and technical capabilities to establish interaction between the parties is deemed achieved.

10.2. The Agreed Commercial Terms constitute an immutable snapshot and serve as a source of information for calculating the Fee when Parties' Contract information is unavailable.

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

10.3-1. Changes to price, volume and currency are made by agreement of the Transaction parties and reflected on the Platform after confirmation by an authorised employee of the Operator. The Operator's confirmation verifies the basis for recording the change and its consequences for the Fee; it does not replace the counterparty's consent, a necessary supplementary agreement to the Parties' Contract or the form of transaction required by law.

10.3-2. The Tariff rate determined in accordance with clause 15.3 is not revised upon such a change. If a Fee Calculation has already been generated, the change is reflected in a new version of the Calculation and the Fee is recalculated using the agreed and confirmed terms in accordance with the Tariffs; previous Calculation versions are retained.

10.3-3. Changes to the delivery basis, performance period and other terms, except those specified in clause 10.3-1, are entered with confirmation by both Transaction parties without confirmation by the Operator.

10.3-4. Terms may be changed from the time of Agreement on Commercial Terms, including before confirmation of the Contractual Basis. A change affecting the value of the Parties' Contract is reflected on the Platform after confirmation by an authorised employee of the Operator and included in the initial Fee Calculation if it has not yet been generated. The Agreed Commercial Terms snapshot and change history are retained. Parties' Contract details may be entered before or after such a change.

10.3-5. For a Transaction whose processing is suspended under clause 15.7-2, a change of commercial terms does not in itself constitute confirmation of the Contractual Basis. The Contractual Basis may be confirmed only after an Individual Agreement has been concluded and the Operator has confirmed its applicability to the relevant Transaction.

10.4. Counterparty information disclosed after Agreement on Commercial Terms is confidential: for three years from the date of Agreement on Commercial Terms, the Participant may not publish it, disclose it to third parties or use it for purposes unrelated to performance of the relevant Transaction. This obligation is mutual and applies to both Transaction parties and to the Operator in respect of Participant information, subject to the exceptions established by section 19 of this Agreement and the Privacy Policy.

10.5. Purpose of a Transaction. A Transaction is created to document and support the Parties' Contract. The Transaction parties shall act in good faith and, within a reasonable

time, either document the Parties' Contract in accordance with section 11 or cancel the Transaction in accordance with section 14.

10.6. A party that no longer intends to enter into the Parties' Contract shall initiate cancellation of the Transaction without undue delay. Leaving a Transaction inactive after actual loss of interest constitutes a breach of the Marketplace Rules.

10.7. This section is not a preliminary contract. Agreement on Commercial Terms and creation of a Transaction do not create an obligation to enter into a Parties' Contract within the meaning of article 390 of the Civil Code of the Republic of Kazakhstan and do not entitle either the Participant or the Operator to seek compelled conclusion thereof. A party's refusal to enter into the Parties' Contract does not in itself constitute grounds for charging the Fee; consequences arise solely in the cases established by sections 15 and 16.

11. Parties' Contract

11.1. Selection of the Lead Party. After Agreement on Commercial Terms, the parties determine which of them will manage preparation of the Parties' Contract. Selection takes place in the Transaction chat. Until selection is completed, selection of the Lead Party, cancellation of the Transaction and amendment of terms under clause 10.3-4 remain available.

11.2. The Lead Party is entitled to enter the Parties' Contract details: number and date, and, depending on the route, the draft contract and signed counterparts. The other party approves the entries but does not complete them.

11.3. Documentation routes:

Route	Content
① Details	Only the number and date of the Parties' Contract concluded outside the Platform are entered. No file is attached
② Completed counterpart	An electronic copy of the signed Parties' Contract is attached and its number and date are entered
③ Preparation through the Platform	The Lead Party posts a draft, the parties agree it and exchange signed counterparts; the Lead Party enters the number and date no later than the other party's confirmation of the counterparts

11.3-1. The contract builder is an auxiliary Platform tool enabling a draft Parties' Contract to be generated from the Agreed Commercial Terms and provisions selected by the parties. Use of the builder is voluntary and does not constitute a separate documentation route: the

parties use the generated draft under route ③ or export it for execution outside the Platform.

11.3-2. A draft generated by the builder is a document template, not a recommendation or legal advice. The parties may amend any part of it, supplement it or choose not to use it at all. The Operator does not check whether the generated draft matches the parties' intentions or the requirements of the law applicable to their relations and is not responsible for consequences of its use. The parties independently determine the terms of the Parties' Contract in all cases in accordance with clause 5.3.

11.4. The number and date are mandatory for every route. Entry of the number and date constitutes notification to the Operator that the Parties' Contract has been concluded.

11.5. Entry of details by one party produces no legal consequences on the Platform. Creation of Appendices, launch of Trading Operations and Completion of the Transaction remain unavailable until confirmation by the other party.

11.6. The Contractual Basis is deemed confirmed when the other Transaction party confirms the entered Parties' Contract details and agreed terms. Confirmation is expressed in one of the following ways, depending on where the number and date are entered:

1. when the Parties' Contract is prepared using Platform tools—by mutual confirmation of the Parties' Contract counterparts with the number and date completed;
2. in other cases—by a separate action of the other party confirming the entered number and date.

11.6-0. Both methods specified in clause 11.6 have identical consequences. Before confirmation, the Platform displays a preliminary Fee calculation to the payer based on the entered Transaction terms.

11.6-1. Correction of an incorrectly entered parameter. A Transaction parameter entered in error may be corrected based on documents confirmed by both parties. The previous history is retained, and the Tariffs determine the consequences for the Fee. Correction of an error is not an amendment of agreed terms.

11.7. Failure to confirm. A party receiving details entered by its counterparty shall confirm them or submit a reasoned objection within five business days. Silence does not constitute confirmation (paragraph 2 of article 396 of the Civil Code of the Republic of Kazakhstan). If this obligation is not fulfilled, the Operator sends reminders and, after expiry of the period, may, by decision of an authorised employee, restrict the functionality of the Transaction and of the non-complying party's corporate account under clause 23.1 until the breach is remedied.

11.7-1. Limits of the Operator's determinations. The Operator does not determine the fact of conclusion, validity or content of the Parties' Contract—these matters concern the relations

between Participants. For performing this Agreement and determining the arising and amount of the Fee, the Operator may establish the existence of a Related Transaction—a transaction between parties to a completed Agreement on Commercial Terms concerning its subject matter, regardless of where or how it was documented.

11.7-2. Grounds for determination. An authorised employee of the Operator establishes the existence of a Related Transaction from the totality of objective information: Agreed Commercial Terms; details and electronic copies of documents entered by the parties; the parties' Platform correspondence; creation of Appendices and launch of Trading Operations; shipping and accompanying goods documents; the parties' actions and other reliable evidence. A party's silence is not independent evidence and may be considered only alongside other circumstances.

11.7-3. Right to be heard. Before making a decision, the Operator notifies both parties and gives each an opportunity to submit explanations and supporting documents within a period of at least five business days. The decision shall be written, list the circumstances on which it relies and the provision on which it is based, and be communicated to both parties. The appeal procedure is established by section 6 of the Marketplace Rules.

11.8. Where a reasoned objection to the entered details is submitted, the Fee Event based on confirmation of the Contractual Basis is not deemed to have occurred until the disagreement is resolved under the Marketplace Rules. This does not preclude application of section 16 if indications of an unrecorded Related Transaction are subsequently established.

11.9. If the parties exchange electronic copies through the Platform, the Platform records the uploading User, date and time, file version and checksum.

12. Appendices and Trading Operations

12.1. An Appendix and Trading Operation are created only after the "Contractual Basis Confirmed" event occurs.

12.2. An Appendix reserves volume under the Parties' Contract. A Trading Operation deducts volume upon closure. The total reserved and deducted volume may not exceed the Parties' Contract volume.

12.3. Multiple Appendices under one Parties' Contract are permitted. Volume unused upon closure of an Appendix is returned to the available balance.

12.3-1. Appendices and Trading Operations do not change the volume or value of the Parties' Contract and create no independent grounds for charging the Fee. They are used to support performance and reconcile the volume actually performed upon Completion of the Transaction.

12.4. A Trading Operation is deemed launched when its roadmap steps are generated. Until then it is a draft. Launch of a Trading Operation confirms commencement of performance of the Parties' Contract and does not affect when the obligation to pay the Fee arises.

12.5. A Trading Operation supports actual performance: volume, route, transport, shipment parties, roadmap, documents and related Services Centre orders.

12.6. Volume accounting is not accounting for rights to goods. Reserved, deducted and available volume under the Parties' Contract are internal Platform indicators intended solely to support performance. They do not certify ownership or other proprietary rights to goods, confirm their availability, location, quantity or quality, or create, change or extinguish rights of claim, and the Participant may not use them to confirm availability of goods to third parties.

12.7. Not a grain accounting system. The Platform is not a grain accounting system, commodity warehouse or custodian. Platform records do not replace or substitute grain receipts, warehouse certificates, documents of title or other documents prescribed by law. Information about such documents entered by Participants is displayed for reference, is not verified by the Operator and does not have the legal force of the corresponding documents.

13. Completion of the Transaction

13.1. Upon performance of the Parties' Contract, the Transaction moves to the completion stage.

13.2. Completion of the Transaction is marked by both parties to the Transaction.

13.3. If the other party has not marked Completion, the party that has performed the Parties' Contract may send a request to the Operator, and the Operator completes the Transaction as performed. Such completion is solely a change in the Transaction's accounting status on the Platform and does not confirm proper performance of the Parties' Contract, the buyer's acceptance of goods or the absence of mutual claims between Participants.

13.4. The volume actually performed is reconciled against the Calculation Volume upon application by a party to the Transaction or on the basis of documents available to the Operator. The Tariffs determine the consequences of both a decrease and an increase in the volume actually performed relative to the Calculation Volume.

13.5. Completion of the Transaction records its final Platform status. For a completed Transaction, each party may rate the counterparty's performance of its obligations. Indicators displayed in the Participant's card are generated from such ratings and information about its Platform activity. The composition of indicators, their calculation procedure and display conditions are established by the Platform Use Rules.

13.6. A Transaction that cannot be completed shall be cancelled in accordance with section 14.

14. Cancellation of the Transaction

14.1. Cancellation stages:

Stage	Status	Available actions
⓪	Contractual Basis not confirmed	Cancellation by decision of an authorised employee of the Operator. No Fee arises without a Fee Event. Section 16 applies if there are indications of an unrecorded Related Transaction
①	Contractual Basis confirmed; Trading Operations not launched	Cancellation by decision of an authorised employee of the Operator. Treatment of the Fee is governed by the Tariffs
②	Trading Operation launched	Review: whether performance failed wholly or partly is established. Recalculation is possible
③	Closed Trading Operations exist	Cancellation does not apply. Status is checked and the Transaction is completed with an explanation
④	Parties' Contract volume performed	Completion of the Transaction applies

14.2. A cancellation application is submitted with a reason selected from the established list and a comment. The other party may confirm the cancellation or object; the decision is made by an authorised employee of the Operator.

14.3. If the other party neither confirms cancellation nor objects within five business days, the application is considered without its response. The other party's silence does not in itself prove a breach by that party. The other party is notified in all cases.

14.4. Transaction stage time periods are suspended while the cancellation application is considered.

14.5. Outcomes of consideration:

1. cancellation is justified—the Transaction is terminated and the Tariffs determine consequences for the Fee already incurred;
2. cancellation results from culpable actions of a party—the Transaction is terminated and Marketplace Rules measures apply to the party at fault; section 8 of the Tariffs determines consequences for the Fee;
3. avoidance of recording a Related Transaction or paying the Fee is established—section 16 applies.

14.5-1. Cancellation of a Transaction on the Platform terminates the corresponding digital record and does not in itself terminate the Parties' Contract. Participants terminate the Parties' Contract in accordance with that contract and the law.

14.6. The mere fact of cancellation of a Transaction is not an independent breach of the Marketplace Rules. Consequences may apply only where a specific breach is established. Force majeure circumstances, inability to agree the Parties' Contract terms and a technical error are not in themselves breaches.

15. Fee for Platform Services

15.1. The Fee is the price of the Operator's information technology services provided through the Platform for a specific Transaction. Using the value of the Parties' Contract as the Fee calculation basis is a method for determining the price of the Operator's services and does not mean that the Operator participates in the seller's revenue, settlements between Participants, disposal of goods or the Parties' Contract.

15.2. The Tariffs determine the Fee amount. If the relevant Tariff provides a percentage rate, the Fee is calculated using the formula:

> Fee = Calculation Value of the Transaction × applicable Tariff rate

The Tariffs may provide for a Standard Volume Deduction, discounts, minimum or maximum Fee amounts and other calculation methods for certain types of functionality.

15.3. The Tariff rate for a specific Transaction is determined as of the date of the Fee Event or, for an unrecorded Related Transaction, as of the date of Agreement on Commercial Terms, and is not increased for that Transaction by a subsequent Tariff change unless a different change is expressly accepted by both parties to the relevant Transaction and confirmed by an authorised employee of the Operator.

15.4. The obligation to pay the Fee arises only upon a Fee Event:

1. from the time the "Contractual Basis Confirmed" event occurs; or
2. when an unrecorded Related Transaction is established in accordance with section 16.

15.5. Until a Fee Event occurs, the Fee calculation displayed on the Platform is preliminary and informational and does not constitute a debt.

15.6. The Parties' Contract may be prepared, signed and performed, and settlements under it may be made, outside the Platform. This does not change the method of determining the Fee if a Fee Event has occurred.

15.7. The seller pays the Fee for a goods Transaction unless the Tariffs expressly provide otherwise. Reallocation of corresponding expenses between seller and buyer is a matter for their Parties' Contract and does not change the payer's obligation to the Operator.

15.7-1. Non-resident seller. If the seller in a Transaction is a Participant not resident in the Republic of Kazakhstan, special terms for provision of and payment for the Operator's services are documented in an Individual Agreement in accordance with the Tariffs. The Individual Agreement determines the Transactions covered, scope of services, currency, Fee amount and settlement deadlines.

15.7-2. Suspension of Transaction processing. From Agreement on Commercial Terms in which the seller is a non-resident, processing of the relevant Transaction is suspended: confirmation of Parties' Contract details, creation of Appendices and launch of Trading Operations are unavailable until an Individual Agreement has been concluded and the Operator has confirmed its applicability to that Transaction. Both Transaction parties are informed of the reason for suspension.

15.7-3. Limits of suspension. Suspension applies only to the relevant Transaction. The Participant's corporate account is not restricted: publication of Lots and Requests, sending and receiving Offers and Agreement on Commercial Terms for other Transactions remain available, as do correspondence, provision and exchange of documents, contacts with the Operator and applications to cancel the suspended Transaction.

15.7-4. The non-resident seller's monetary obligation to the Operator arises only in accordance with a concluded Individual Agreement and upon a Fee Event provided therein. If conclusion of an Individual Agreement is refused, the relevant Transaction on the Platform does not proceed and may be cancelled; no Fee is charged solely because of that refusal.

15.8. The Tariffs establish the invoice delivery procedure, payment deadline, acceptance of services, consequences of late payment, and grounds and procedure for Fee recalculation.

16. Related Transactions and the Obligation to Record Them

16.1. Participants may prepare, sign and perform the Parties' Contract and make settlements under it outside the Platform. If that Parties' Contract relates to a Transaction created after Agreement on Commercial Terms in Dalaway, Participants shall record its number and date in the relevant Transaction in accordance with section 11.

16.2. External documentation of a transaction, changes to its structure or other actions may not be used to conceal a Fee Event, reduce the Calculation Value of the Transaction or otherwise avoid paying the Fee, including:

1. cancelling or leaving a Transaction inactive after actual conclusion of the Parties' Contract;
2. recording a price or volume on the Platform lower than actually agreed;
3. documenting what is effectively the same transaction in the name of an affiliated or otherwise related person to eliminate or reduce the Fee;
4. failing to record a concluded Parties' Contract in the relevant Transaction.

16.2-1. Related Transaction and control period. A transaction is recognised as Related if it has all the following characteristics:

1. parties—the same Participants or their affiliated or otherwise related persons;
2. subject matter—goods of the same crop and intended use as those subject to the completed Agreement on Commercial Terms;
3. terms—volume, price, delivery basis and performance period are sufficiently comparable to the Agreed Commercial Terms that, considering all circumstances, the transaction is a continuation or actual implementation of the corresponding Platform Transaction;
4. timing—the transaction was concluded or performed during the period beginning on the date of Agreement on Commercial Terms and ending ninety calendar days after the end of the agreed performance period, but in any event no later than twelve months from the date of Agreement on Commercial Terms. If no performance period was determined, the control period is twelve months from the date of Agreement on Commercial Terms.

No claims under this section are made after the control period expires.

16.2-2. All characteristics of a Related Transaction are assessed together. Identity of parties or crop, or the mere fact of subsequent trading between the same Participants, is not in itself sufficient grounds. Participants may conduct other independent transactions with each other.

16.3. Prohibition on sharing contact details before Agreement on Commercial Terms. A Participant may not post or transmit telephone numbers, email addresses, messaging identifiers, links or other information enabling direct contact, or propose moving to an external communication channel, in Lots, Requests, Offer fields or correspondence before Agreement on Commercial Terms. The prohibition covers transmission of such information in disguised form or in parts.

16.4. If the Operator establishes following a review that a Related Transaction exists which was not duly recorded in the corresponding Platform Transaction, a Fee Event is deemed to have occurred. The Fee is determined at the Tariff rate determined under clause 15.3 and under the same rules that would have applied had the Parties' Contract been recorded on time. The Fee amount is not increased because of the mere failure to record it. The

Calculation Value of the Transaction is determined from reliable information about actual terms or, if insufficient, from the Agreed Commercial Terms.

16.4-1. The amount under clause 16.4 is the Fee for Platform information technology services, whose price is determined in accordance with section 15, and is not a fine or other liability measure for the mere failure to record the Transaction. A separate penalty may apply only for late performance of an already existing payment obligation and only if provided for by the Tariffs.

16.4-2. The Fee is not charged twice for the same volume.

16.5. Grounds for review. The Operator may conduct a review where, in particular, the following indications exist:

1. cancellation of a Transaction shortly after counterparty information is disclosed;
2. repeated cancellations of Transactions by the same pair of Participants;
3. reliable information on an unrecorded delivery between the same Participants involving comparable goods and a comparable period;
4. information on sharing contact details before Agreement on Commercial Terms;
5. a submission from the other Transaction party.

16.6. An automatically detected indication is only grounds for review. An authorised employee of the Operator makes the decision after assessing all information together.

16.7. Before making a decision, the Operator notifies both parties to the relevant Transaction and gives them at least five business days to submit explanations and documents. A party’s silence is not independent evidence of a Related Transaction.

16.8. A demand for payment of the Fee is made in writing, setting out the established circumstances and calculation. The Participant may submit reasoned objections and documents within fifteen business days of receiving the demand. This period takes priority over the general objection period established by the Tariffs.

16.8-1. For a non-resident seller, a decision made under this section does not replace an Individual Agreement.

16.9. An internal control status assigned by the Operator to monitor indications of possible avoidance does not in itself constitute a breach and is not an independent basis for the Fee to arise.

16.10. In assessing the existence of a Related Transaction, the Operator considers the actual substance of the parties’ relations, not merely the titles of the documents they executed. However, changes in the structure of relations, assignment, transfer of debt, set-off, exchange or involvement of a related person are considered only together with other circumstances and do not in themselves create an obligation to pay the Fee.

17. Services Centre

17.1. The Services Centre enables creation of structured service requests and receipt of quotes from Service Providers.

17.2. A service request, a Service Provider’s quote and the customer’s selection of a quote are elements of organising interaction between the parties and do not in themselves replace a services contract. The Service Provider and customer independently enter into a contract with each other. The Operator is not a party to that contract.

17.2-2. The parties are advised that, upon actual commencement of performance after selection of a quote, their relationship may arise from actual actions regardless of the names used by the Platform (paragraph 3 of article 396 of the Civil Code of the Republic of Kazakhstan). The Operator does not become a party to or guarantor of that relationship.

17.3. Services contract details are entered on the Platform under a procedure analogous to section 11. The Operator is not a party to that contract and is not responsible for its performance.

17.4. The customer and Service Provider independently verify necessary licences, permits, resources, deadlines, insurance and other service conditions.

17.5. A service order may be created before launch of a Trading Operation. Closure of a Trading Operation closes the related service orders.

17.6. Service prices are determined and paid directly between the customer and Service Provider. The Operator does not deduct the Fee from funds used by the customer to settle with the Service Provider.

17.7. Current conditions of Service Providers’ access to the Services Centre and the Operator’s right to introduce a fee in the future are determined by the Tariffs.

17.8. The Operator does not verify documents uploaded by Participants. The Operator does not establish the authenticity, validity, completeness or absence of encumbrances of documents—including grain receipts, warehouse certificates, acceptance certificates, quality and origin certificates, phytosanitary, veterinary and other permits, storage contracts and insurance policies. Participants independently verify such documents, register them and reconcile them with state information systems. Displaying a document on the Platform does not confirm its accuracy.

18. Electronic Interaction and Event Logs

18.1. The Participant and User agree to receive service and legally significant notices through the personal account and confirmed corporate email address. One-time codes and administrative messages may additionally be sent to the specified mobile phone number.

18.2. A notice is deemed received on the next business day after sending unless an earlier receipt time is confirmed.

18.2-1. If the Operator knows delivery failed, it uses an available alternative communication channel. The rule in clause 18.2 does not apply contrary to an established inability to receive the notice caused by the Operator's fault.

18.3. The Operator records User and Participant identifiers, date and time, device network address and information, action type, version number and checksum of a document or displayed text, status changes and other technical information necessary for security, performance of the Agreement, dispute consideration and settlements.

18.4. Platform event logs are used to confirm acceptance, sending of a notice, performance of an interface action and an object's change history.

18.5. Deletion of an object in the user interface does not entail destruction of its corresponding log record if there is a lawful basis for its continued retention.

18.6. The legal and operational significance of an interface action is determined by its name, the displayed warning and this Agreement. The Participant shall ensure its Users familiarise themselves with displayed warnings.

18.7. Notices concerning security, Transaction statuses, verification results, the Fee and changes to terms are not advertising mailings and cannot be disabled.

19. Export of Transaction Materials

19.1. At the request of a Transaction party, the Operator provides it with an export of Transaction materials—the information recorded by the Platform for the relevant Transaction: chronology of actions and status changes, electronic documents, correspondence between Transaction parties within the scope of consents given, notification log and decisions made by the Operator.

19.1-1. The export is provided within ten business days of receipt of the application. For a substantial volume of materials, the period may be extended once by no more than ten business days, with the reason for extension communicated to the applicant.

19.2. The export is informational and technical in nature. It may be accompanied by information on the information system's name and version, date and exact time of generation, selection parameters, file sizes and checksums.

19.3. The export is not a legal opinion, legal advice or an assessment of evidentiary sufficiency. The Operator does not legally assess the information provided, characterise the parties' actions as a breach, formulate a legal position or represent a party. Information is provided as recorded by the Platform.

19.4. An application may be submitted during the period in which the Operator retains the relevant information in accordance with this Agreement, the Privacy Policy and internal retention periods. The Operator may refuse an export, in particular if the applicant is not a party to the Transaction, the relevant information is no longer retained or the requested information falls outside the relevant Transaction.

19.5. The Operator notifies the other Transaction party of provision of the export within three business days unless otherwise required by law or a binding order of a competent authority. On application, the other party receives an export of equivalent scope.

19.6. The Operator excludes from the export information unrelated to the relevant Transaction, data of third-party Participants and commercial terms of the Participant's other transactions, and masks such information.

19.7. Information is provided to a court, arbitration tribunal, notary and competent state authorities at their request in accordance with law. This section neither creates nor limits that obligation.

20. Intellectual Property

20.1. Exclusive rights to the Platform, its software, databases, interfaces, design, trademarks and other objects belong to the Operator or are used by it on a lawful basis.

20.2. The Participant is granted a non-exclusive, non-transferable right to use the Platform within its functionality for the term of the Agreement, without the right to reproduce, modify, decompile, create derivative products or provide access to third parties.

20.3. By posting information and materials on the Platform, the Participant confirms that it holds the rights to post them and grants the Operator the right to use them to the extent necessary for Platform operation, security and performance of this Agreement.

20.4. Unauthorised collection and bulk extraction of Platform data, circumvention of technical restrictions and security measures, and interference with Platform operation are prohibited.

20.5. The Operator may generate De-identified Data and calculate Aggregated Indicators from it, use them to develop the Platform, improve service quality and ensure security, and for statistical, research and analytical purposes, including publication and provision to third parties solely in the form of Aggregated Indicators.

20.6. Aggregated Indicators are generated so that they cannot directly or indirectly identify a particular individual, legal entity or individual entrepreneur, establish their involvement in an individual Transaction or disclose its individual terms. The Operator assesses the sufficiency of de-identification before every publication.

20.7. The Participant may object to inclusion of its Transaction data in De-identified Data. Objections are submitted by a request to the Operator or to hello@dalaway.kz and considered within five business days. If an objection is recognised as justified, the Operator excludes the Participant's data from subsequent calculations; previously published Aggregated Indicators are not recalculated or withdrawn.

20.8. Rights to De-identified Data, Aggregated Indicators and information products created from them belong to the Operator, including after termination of this Agreement. This section does not entitle the Operator to disclose commercial terms of individual Transactions or information about individual Participants except in the cases specified in section 19 and the Privacy Policy.

21. Liability

21.1. The Parties bear liability in accordance with the laws of the Republic of Kazakhstan, subject to the limitations in this section.

21.2. The Operator compensates only actual property damage. Lost profit, reputational harm and indirect losses are not compensable to the extent permitted by paragraph 2 of article 350 of the Civil Code of the Republic of Kazakhstan.

21.3. To the extent permitted by the laws of the Republic of Kazakhstan, the Operator's aggregate liability to the Participant for all claims whose grounds arose within any twelve consecutive months shall not exceed the Fee actually paid by the Participant to the Operator for the twelve calendar months preceding the month in which the grounds for the claim arose. This limitation shall be no less than one hundred and no more than one thousand monthly calculation indices established as of the date the grounds for the claim arose.

21.4. The limitations in clauses 21.2 and 21.3 do not apply to liability for intentional breach of an obligation (paragraph 3 of article 359 of the Civil Code of the Republic of Kazakhstan).

21.5. Scope of Platform availability obligations. The Operator does not undertake to ensure completely uninterrupted and error-free Platform operation or a specific availability level unless separately agreed by the Parties. Platform operation may be temporarily restricted due to maintenance, updates, troubleshooting, actions of communication channel and infrastructure providers, or other circumstances beyond the Operator's reasonable control. The Operator takes reasonable organisational and technical measures to restore availability within its actual and contractual capabilities.

21.5-1. A technical failure of the Platform does not cancel the Participant's rights established by law and this Agreement.

21.6. The Operator is not responsible for conclusion, performance or consequences of Parties' Contracts and services contracts between Participants; accuracy of information posted by Participants; Participants' solvency; quality, quantity, completeness, origin or safety of goods; or a Participant's withdrawal from a concluded transaction. The Operator is also not responsible for inability to restore user materials if their loss was caused by actions of the Participant, third parties or circumstances beyond the Operator's reasonable control.

21.7. Force majeure. A Party is exempt from liability for failure to perform obligations if caused by force majeure circumstances. Such circumstances include, in particular, natural disasters, hostilities, acts of authorities introducing bans, quotas and other restrictions on export or import of goods, restrictions on border crossing point operations, and widespread failures of communication and power networks. The affected Party notifies the other Party within ten business days and takes reasonable measures to mitigate the consequences. Unavailability of necessary goods or services in the market, ordinary changes in market conditions and a Party's lack of funds are not recognised as force majeure. This clause governs the Participant's relations with the Operator and does not determine consequences of such circumstances for the Parties' Contract.

21.8. The Participant compensates the Operator for losses caused by breach of section 16, posting inaccurate information and providing forged documents.

21.9. Third-party claims. The Participant compensates the Operator for documented losses, including amounts recovered from the Operator under an effective judicial act or paid by it in satisfaction of a substantiated claim, and reasonable documented expenses, if the relevant third-party claim is directly based on: information and materials posted by the Participant, including infringement of rights thereto; goods supplied by the Participant and their quality; performance or non-performance of the Parties' Contract; breach of the obligations in clause 6.5; or the Participant's breach of this Agreement or the Marketplace Rules. The Operator notifies the Participant of such claim without undue delay and gives it a reasonable opportunity to provide information and documents relevant to protection of the Operator's interests.

21.10. Survival of certain provisions. Termination of this Agreement does not terminate section 10 as regards clause 10.4, or sections 15, 16, 19, 20, 21, 25 and 26, or obligations arising before termination, including the obligation to pay the Fee.

21.11. Invalidity of individual provisions. A finding that an individual provision of this Agreement or its appendices is invalid or unenforceable does not invalidate the remaining provisions. The Parties shall instead apply the closest permissible provision in substance and purpose.

22. Amendments to the Agreement, Rules and Tariffs

22.1. The Operator may amend this Agreement, the Platform Use Rules, Marketplace Rules and Tariffs in compliance with this section.

22.2. Changes affecting the procedure for the Fee to arise or its amount, the Parties' liability, Related Transaction rules, dispute resolution procedure, scope of Participant rights or personal data processing are material. A materially amended version is published and communicated to the Participant through the Platform at least thirty calendar days before its application date and requires express renewed acceptance before new actions for which that version is relevant.

22.2-1. When communicating a new version, the document name, version number, effective date and brief description of material changes are provided. Postponing review does not constitute acceptance of the new version.

22.3. A materially amended version has no retroactive effect. For Transactions whose Agreement on Commercial Terms occurred before the Participant accepted the new version, the procedure for determining the Tariff rate and the arising of the Fee and the Related Transaction rules are governed by the version effective on the date of that Agreement on Commercial Terms, unless the Participant expressly agreed to apply the new version to the relevant Transaction.

22.4. Non-material changes may be introduced after publication of a notice on the Platform. If a change is necessary to comply with a mandatory legal requirement or order of a competent authority, or to remove an immediate threat to Platform or data security, the Operator may introduce it within the necessary period while simultaneously notifying Participants.

22.5. Every version of a public document is retained in the archive at a permanent address, indicating its publication and effective dates. The address stated in the document header opens the current version. The link in the acceptance record leads to the version accepted by the Participant.

22.6. Introduction of new functionality. Functionality absent on the acceptance date of this version and not described in applicable public documents, including automatic application of contractual restrictions or new paid modules, is introduced only after those documents are updated. If such change affects the Fee, liability, Participant rights, Transaction rules or personal data processing, it is material and requires express renewed acceptance under clause 22.2.

22.6-1. Functionality described in applicable public documents as applying from its activation is introduced without updating those documents or renewed acceptance. Participants are notified of activation on the Platform at least ten calendar days in advance. This rule does not apply if activation actually introduces a scope or purpose of personal data

processing not described in the Privacy Policy and relevant consent: clause 22.7 then applies.

22.7. If new functionality requires a new scope or purpose of personal data processing or separate consent from the data subject, the Operator obtains that consent before activating the relevant processing. Until then, the new processing and associated consequences do not apply.

22.8. New functionality and rules do not apply to previous actions or retroactively create a Fee, restrictions or other consequences unless the Participant expressly agrees otherwise.

23. Restriction, Suspension and Termination of Access

23.1. The Operator may temporarily restrict individual functions or the corporate account for breaches of the Marketplace Rules; failure to confirm Parties' Contract details or update Transaction status; failure to provide information requested during verification; overdue Fee debt to the extent specified in clause 10.3 of the Tariffs; a security risk; or the need to conduct a review.

23.2. Material or repeated breaches, provision of knowingly inaccurate information or forged documents, fraud, abuse of functionality and established intentional avoidance of recording a Related Transaction or paying the Fee may result in termination of access.

23.3. The Marketplace Rules establish the grounds, application procedure, duration of measures and appeal procedure.

23.4. Upon termination of access, the procedure for completing active Transactions is agreed with the Participant; if no agreement is reached, Transactions are brought to Completion or cancellation under the Operator's supervision. Fee payment obligations arising before termination of access survive. Settlement documents and responses to submissions are provided to the Participant upon request.

23.5. The Participant may withdraw from the Agreement by notifying the Operator. Withdrawal does not terminate Participant obligations arising before the Operator receives the notice or terminate Parties' Contracts; active Transactions are completed under clause 23.4.

23.6. Termination of the Agreement by the Operator. The Operator may terminate the Agreement with an individual Participant for a material breach by the Participant in accordance with clauses 23.1–23.4 or a legal prohibition on service, stating the grounds.

23.7. The Operator may cease operation of the Platform or individual functionality by notifying Participants at least thirty calendar days in advance. Amounts paid in advance by the Participant for services not rendered shall be refunded. Refund of the advance does not

limit other Participant rights or Operator obligations provided by the laws of the Republic of Kazakhstan upon cessation of performance of a compensated services agreement.

24. Automated Processing and Decisions

24.1. The Platform may automatically analyse technical events, time periods, settlement status, messages and published information to generate notices, preliminary calculations and indications requiring review.

24.2. An automatically detected indication is not a decision that a breach occurred, does not establish a Related Transaction and does not in itself entail a disciplinary or contractual restriction of trading functionality.

24.3. Decisions establishing a breach of the Marketplace Rules, existence of a Related Transaction, Fee recalculation, restriction of trading functionality on contractual grounds and termination of access are made by an authorised employee of the Operator. The decision is communicated to the affected Participant, stating the grounds and appeal procedure.

24.4. Automatic technical measures directly necessary for information security—in particular, temporary protection against password guessing or malicious activity—may be applied by the system without a prior employee decision and do not constitute a Participant liability measure.

24.5. The Participant and User may dispute the accuracy of source data and a decision based on it in accordance with the Marketplace Rules.

25. Applicable Law, Claims Procedure and Jurisdiction

25.1. This Agreement is governed by the law of the Republic of Kazakhstan.

25.2. The pre-litigation claims procedure is mandatory. A claim is sent through the personal account and to the Operator’s email address specified in section 27, and to the Participant through the personal account and the address in its corporate profile. The response period is fifteen business days from receipt. Special periods established by the Tariffs and Privacy Policy take priority.

25.2-1. Compliance with the claims procedure does not preclude seeking urgent judicial protection, including interim measures.

25.3. Jurisdiction agreement. In accordance with article 32 of the Civil Procedure Code of the Republic of Kazakhstan, the Parties agree to change territorial jurisdiction: all disputes, disagreements and claims arising from or in connection with this Agreement, including disputes concerning its conclusion, amendment, performance, breach, termination and

validity, and claims for recovery of the Fee, penalties and losses, shall be considered by a court of the Republic of Kazakhstan at the Operator's location—in Astana—subject to the rules on subject-matter and exclusive jurisdiction established by the Civil Procedure Code of the Republic of Kazakhstan. This Agreement does not name a specific court; the dispute is considered by the court having jurisdiction by law as of the date the claim is filed.

25.4. Place of performance. The Parties agree that the place of performance of the Participant's monetary obligations to the Operator, including the obligation to pay the Fee, is Astana, Republic of Kazakhstan. This provision is an independent basis for applying part 6 of article 30 of the Civil Procedure Code of the Republic of Kazakhstan.

25.5. By accepting this Agreement, the Participant confirms that it has reviewed clauses 25.3 and 25.4, understands their significance and accepts them voluntarily, and that these provisions are not manifestly onerous to it within the meaning of paragraph 2 of article 389 of the Civil Code of the Republic of Kazakhstan, since the Participant accedes to the Agreement in connection with its business activities (paragraph 3 of article 389 of the Civil Code of the Republic of Kazakhstan).

25.6. The jurisdiction agreement survives amendment and termination of the Agreement and applies to the Parties to this Agreement.

25.7. The law applicable to Parties' Contracts and services contracts between Participants is determined by the parties to those contracts themselves and is not determined by this Agreement.

26. Priority of Documents and Language Versions

26.1. The Platform Use Rules (Appendix No. 1), Marketplace Rules (Appendix No. 2) and Tariffs (Appendix No. 3) form an integral part of this Agreement.

26.2. In the event of conflict between documents, the following priority applies:

1. mandatory provisions of the laws of the Republic of Kazakhstan;
2. the Individual Agreement, on matters expressly governed by it;
3. the Tariffs, on the amount and calculation of the Fee;
4. the Privacy Policy and consents, on personal data processing;
5. this Agreement;
6. the Marketplace Rules;
7. the Platform Use Rules.

26.3. This Agreement is published in Kazakh, Russian and English. In the event of discrepancies between language versions, the Russian version prevails unless otherwise prescribed by mandatory provisions of the laws of the Republic of Kazakhstan.

26.4. Succession on the Operator’s side. The Participant consents to transfer of the Operator’s rights and obligations under this Agreement to another person, and to transfer of the Agreement as a whole, upon reorganisation of the Operator, disposal of the Platform as a property complex or transfer of Platform operations to a person in the same group as the Operator. This consent covers transfer of the Operator’s debt (article 348 of the Civil Code of the Republic of Kazakhstan). The Operator notifies the Participant of the completed transfer no later than thirty calendar days from its date; service terms shall not worsen upon transfer. The Operator may assign claims against the Participant under monetary obligations to third parties.

26.5. Assignment by the Participant. The Participant may not assign rights or transfer obligations under this Agreement without the Operator’s written consent. This restriction does not affect universal succession upon the Participant’s reorganisation; the Participant notifies the Operator of completed reorganisation.

27. Operator Details

Name	SteppeGate LLP
BIN	260140019690
Correspondence address	010000, Astana, Saryarka District, Berdibek Sokpakbayev St., building 5, non-residential premises 44, Arlan Business Centre, 3rd floor
General enquiries	hello@dalaway.kz
Personal data enquiries	privacy@dalaway.kz
Platform	https://dalaway.kz

Bank details for payment are provided in the Operator’s invoice.

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