

# **AIX REGISTRAR**

Services Agreement for the assignment of  
ISIN, CFI, FISN

This **Services Agreement for the assignment of ISIN, CFI, FISN** (the “**Agreement**”) is entered into as of the date of signature of the Declaration of Adherence (“**Commencement Date**”) by and between:

- (1) **Astana International Exchange Registrar Limited**, a company, incorporated and operating under the Laws of AIFC, Business Identification No. 180840900010, with its registered office at 55/19, Mangilik El avenue, Astana, Republic of Kazakhstan (“**AIFC Numbering Agency**”), and
- (2) The Party specified in the Declaration of Adherence (the “**Company**”).

Collectively referred to as the “**Parties**” and individually referred to as a “**Party**”.

## INTRODUCTION

WHEREAS, the Company wishes to appoint the AIFC Numbering Agency to provide services for the assignment of Identifiers (as defined below), in accordance with applicable laws and the operational rules of the AIFC; and

WHEREAS, the Parties acknowledge that they shall be bound by, subject to, and governed by all applicable AIFC Laws, and AIX Registrar Rules and Procedures for assignment of ISIN, CFI, FISN, as amended from time to time.

NOW, THEREFORE, the Parties agree as follows:

### 1 Interpretation

- 1.1 In this Agreement, capitalised terms and expressions used herein have the following meaning, unless otherwise defined in AIX Registrar Rules and Procedures for assignment of ISIN, CFI, FISN, or the context requires otherwise:

**AIFC** means the Astana International Financial Centre.

**AIFC Laws** means the Acting Law of the Astana International Financial Centre.

**AIX Registrar Rules and Procedures for assignment of ISIN, CFI, FISN** means the rules and procedures adopted by AIX Registrar Limited governing the assignment, maintenance modification and cancellation of Identifiers.

**AIX Registrar Fees Schedule** means the fees schedule of AIX Registrar published on the website [aix.kz](http://aix.kz) or sent to the Company and which may be amended from time to time.

**Business Day** means 9.00 am – 6.00 pm on any day in Astana (Kazakhstan) time (other than a Saturday, Sunday, or a public holiday in the Republic of Kazakhstan).

**CFI** means a Classification of Financial Instruments code assigned in accordance with **ISO 10962**, consisting of a six-character alphanumeric code that classifies a financial instrument based on its structure and attributes.

**Confidential Information** means all confidential information (however recorded or preserved) disclosed by a Party to the other Party in connection with this Agreement, including but not limited to: (a) any information that would be regarded as confidential by a reasonable business person

relating to: (i) the business, affairs, customers, plans, intentions, or market opportunities of the disclosing Party (or of any member of the group of companies to which AIFC Numbering Agency belongs); and (ii) the operations, processes, product information, know-how, designs, trade secrets or software of AIFC Numbering Agency (or of any member of the group of companies to which AIFC Numbering Agency belongs); and (b) any information developed by AIFC Numbering Agency in the course of carrying out this Agreement.

**Fees** mean the fees payable by the Company for the Services as set out in the AIX Registrar Fees Schedule or set out in any other notice.

**FISN** means a Financial Instrument Short Name assigned in accordance with **ISO 18774**, comprising an issuer short name and an instrument description structured to uniquely identify the financial instrument.

**Identifier** means one of the following assigned by the AIFC Numbering Agency:

- (a) International Securities Identification Number (ISIN);
- (b) Classification of Financial Instruments code (CFI);
- (c) Financial Instrument Short Name (FISN).

**Intellectual Property** means any and all intellectual property rights, of all types or nature whatsoever, including, without limitation patents, trademarks, trade names, service marks, service names, brand marks, brand names, logos, corporate names, computer software (including source codes), databases, know-how, design, domain names, copyrights and all schematics, industrial models, inventions, trade secrets and all other rights of whatever nature whether registered or unregistered subsisting anywhere in the world, whether now known or created in the future.

**ISIN** means an International Securities Identification Number assigned in accordance with **ISO 6166**, consisting of a twelve-character alphanumeric code that uniquely identifies a specific Security.

**ISO 3166** means the International Standard for country codes published by ISO.

**ISO 6166** means the International Standard for ISIN assignment.

**ISO 10962** means the International Standard for CFI codes.

**ISO 18774** means the International Standard for FISN codes.

**Group** has the meaning set out in the AIFC Glossary.

**Sanctions** mean all applicable economic or financial sanctions, or trade embargoes or restrictive measures including any sanctions laws, regulations, acts enforced or imposed, enacted, administered by the United Nations Security Council, governmental bodies with regulatory authority of the European Union, the United Kingdom (including, but not limited to, through HM's Treasury), the United States (including, but not limited to, through the United States Office of Foreign Assets Control (OFAC)), the Republic of Kazakhstan, or any other similar authority in other jurisdictions enacting restrictive measures, in each case, to the extent these measure are applicable.

**Sanctions Event** means:

- i. Company, its shareholder/participant (up to the beneficial owner) or any member of its Group or any director, officer, agent, employee of any member of the Company's Group, directly or indirectly, has been designated by Sanctions; and/or
- ii. any transactions or other activity in or referencing, any Securities held by the Company and listed on AIX are restricted by, or otherwise subject to Sanctions;
- iii. any announcement is made by the respective authority that it intends to implement any Sanctions that would, once implemented, give rise to any of the circumstances described in (i) or (ii) above.

**Representatives** means, in relation to a Party, its employees, officers, representatives, and advisers all duly authorised by the Party.

**Term** means the period of time during which this Agreement is in effect as described in Clause 2 of this Agreement;

1.2 The headings in this Agreement are for convenience only and have no legal effect.

1.3 The singular includes the plural and vice versa.

## 2 Term

2.1 This Agreement shall be effective from the date of its signing by both Parties.

2.2 This Agreement continues in effect until it is terminated in accordance with Clause 12 hereof.

## 3 The Services

AIFC Numbering Agency shall provide the Company with services for the assignment of Identifier (hereinafter "**Services**"), in accordance with the terms of this Agreement and AIX Registrar Rules and Procedures for assignment of ISIN, CFI, FISN and any applicable AIFC Laws.

## 4 Due Diligence Process

4.1 This Agreement is subject to the Company completing due diligence and AIFC Numbering Agency confirming that this Clause and results of the due diligence are satisfied (meaning confirmed as satisfactory in all respects to AIFC Numbering Agency).

4.2 Due diligence may (at the option of AIFC Numbering Agency) include, but is not limited to, the following:

- (a) identification of the Company,
- (b) anti-money-laundering checks, and
- (c) any other assessment performed by AIFC Numbering Agency, as may be required by AIX Registrar Rules and Procedures for assignment of ISIN, CFI, FISN and any applicable AIFC Laws.

- 4.3 To assist AIFC Numbering Agency with the completion of its due diligence the Company agrees to provide any required documents and information.

## **5 Company Duties**

- 5.1 The Company shall be obliged to:
- (a) provide all information, data, and documentation required by AIFC Numbering Agency (in writing if required or requested so by AIFC Numbering Agency) to carry out the Services properly including information, which concerns or relates to AIFC Numbering Agency's obligations under this Agreement, AIX Registrar Rules and Procedures for assignment of ISIN, CFI, FISN immediately from the date of the appearance of need in these documents, including any changes in provided documents or information;
  - (b) ensure that all information, data, and documentation provided to AIFC Numbering Agency is true, accurate, and complete;
  - (c) promptly provide any other information and assistance reasonably requested by AIFC Numbering Agency in connection with this Agreement and AIX Registrar Rules and Procedures for assignment of ISIN, CFI, FISN;
  - (d) notify the AIFC Numbering Agency immediately upon occurrence of Sanctions Event.

## **6 Fees and Expenses**

- 6.1 AIFC Numbering Agency shall invoice the Company, and the Company shall pay to AIFC Numbering Agency, the aggregate of all the Fees, levies, and other charges as specified in the AIX Registrar Fees Schedule (indicated without VAT).
- 6.2 The Parties hereby agree that AIFC Numbering Agency may accept payments to be made by the Company under this Agreement from a third party based on legal arrangement between AIFC Numbering Agency and the third party.

## **7 Validity of Documents**

- 7.1 Subject to Clause 7.2, the Company agrees that AIFC Numbering Agency shall not be required to verify the validity and authenticity of any document or the execution of any document presented to it and AIFC Numbering Agency shall not be liable to the Company by reason of having accepted as valid any documents of any kind which are forged, not authentic or are untrue.
- 7.2 If a document reasonably appears on its face to be invalid, (illegible signatures making a document invalid) or the circumstances of a particular case are such as would reasonably put AIFC Numbering Agency on inquiry as to the possible validity of a signature or seal then AIFC Numbering Agency shall take reasonable steps to investigate the validity of the document, including to refuse to provide Services if there is a suspicion on validity of the documents. AIFC Numbering Agency shall not incur any liability to the Company for negligence or otherwise if, despite taking such reasonable steps, the document is accepted and subsequently is shown to be invalid.

## **8 Data Protection**

8.1 This Clause 8 applies whenever AIFC Numbering Agency will have access to any Personal Data (as defined in the AIFC Data Protection Regulations No. 10 of 2017) that is provided by or made accessible by the Company in connection with this Agreement or any transactions hereunder.

8.2 In the framework of this Agreement, the Parties hereby undertake to respect the regulations in effect applying to the processing of Personal Data and, in particular, the AIFC Data Protection Regulations No. 10 of 2017 ("**DPR**").

8.3 Whenever the Company provides to AIFC Numbering Agency the Personal Data of the individuals (including, without limitation, shareholders, directors, officers, employees and agents) (the "**Company Personal Data**"), the Company hereby represents and warrants that:

- i. before such transfer, the Company obtained written consent from those respective individuals to such transfer of the Company Personal Data to AIFC Numbering Agency to transfer the Company Personal Data to a third party for its processing; and
- ii. where required, the Company shall notify the individuals, whose Personal Data was transferred to AIFC Numbering Agency, about the processing of their Personal Data as stipulated in this Clause 8.

### **8.4 Personal Data Processing**

For the purposes of executing this Agreement, AIFC Numbering Agency as Controller collects, maintains and processes the Personal Data of the Company in accordance with the DPR. The Company has been informed by AIFC Numbering Agency in a clear and intelligible manner about the processing of the Company's Personal Data, the purpose of such processing, the recipients of the Personal Data and the Company's rights under this Agreement and the DPR.

### **8.5 Personal Data Retention**

The Company understands that AIFC Numbering Agency will use Personal Data provided to AIFC Numbering Agency only as long as is necessary to comply with the terms and conditions of this Agreement, or to comply with legal or regulatory obligations. The respective Personal Data shall in any case be withdrawn from AIFC Numbering Agency systems after 7 (seven) years or 7 (seven) years after the end of this Agreement except for the Personal Data that AIFC Numbering Agency is required to keep for longer on the basis of specific legislation or in the event of ongoing litigation for which Personal Data shall be necessary.

### **8.6 International Data Transfers**

The Company hereby explicitly permits AIFC Numbering Agency to transfer to a third party for the processing of Personal Data provided by the Company as long as is necessary to comply with terms and conditions of this Agreement, or to comply with legal or regulatory obligations, including under tax and securities laws. In this respect, the Company acknowledges that the Personal Data may be transferred, processed, and stored with reputable cloud service providers located in a jurisdiction outside the AIFC.

8.7 In compliance with and subject to the conditions of the DPR, the Company and respective individuals have the following rights:

#### 8.7.1 Right of access

The Company shall have the right to ask at any time whether his (her) Personal Data have been collected, over what period of time, and for what purpose.

#### 8.7.2 Right to rectification

The Company shall have the right to ask that false or incomplete Personal Data be corrected or completed at any time on a simple request.

#### 8.7.3 Right to restriction of processing

The Company may request that the processing of his (her) Personal Data be limited. This means that the data in question must be “marked” in our computer system and cannot be used for a certain period of time.

#### 8.7.4 Right to erasure

Subject to the exceptions required by AIFC Laws, the Company and respective individuals shall have the right to demand that his (her) Personal Data be erased. AIFC Numbering Agency is obliged to delete the Personal Data without delay, in particular, if one of the following reasons applies:

- (a) The Company's of respective individuals' Personal Data is no longer necessary for the purposes for which it was collected or otherwise processed;
- (b) the Company pr the respective individuals revoked their consent on which the processing of their Personal Data was based, and there is no other legal basis for the processing;
- (c) the Company's or the respective individuals' Personal Data has been processed unlawfully.

The right to erasure does not exist insofar as the Personal Data provided by the Company is required for the assertion, exercise or defence of legal claims of AIFC Numbering Agency.

## 9 Confidentiality

- 9.1 Each of the Parties shall keep all Confidential Information strictly confidential and shall not: (a) use such Confidential Information except to exercise or perform its obligations under or in connection with this Agreement (the “Permitted Purpose”); or (b) disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this Clause 9. A Party may disclose Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that: (a) it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and (b) it procures that its Representatives shall, in relation to any Confidential Information disclosed to them, comply with the obligations set out in this Clause 9 as if they were a party to this Agreement, and at all times, it is liable for the failure of any Representatives to comply with the obligations set out in this Clause 9.

- 9.2 A Party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction provided that, to the extent, it is legally permitted to do so, it gives the other Party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this Clause 9, it takes into account to the extent practicable in the circumstances the reasonable requests of the other Party in relation to the content of such disclosure.
- 9.3 The provisions of this Clause 9 shall not apply to any Confidential Information that: (a) is or becomes generally available to the public (other than as a result of its disclosure by the receiving Party or its Representatives in breach of this Clause 9); (b) was available to the receiving Party on a non-confidential basis before disclosure by the disclosing Party; (c) was, is or becomes available to the receiving Party on a non-confidential basis from a person who, to the receiving Party's knowledge, is not bound by a confidentiality agreement with the disclosing Party or otherwise prohibited from disclosing the information to the receiving Party; or (d) the Parties agree in writing is not confidential or may be disclosed.

## **10 Intellectual Property**

- 10.1 AIFC Numbering Agency shall retain ownership of Intellectual Property created by or on behalf of AIFC Numbering Agency in connection with this Agreement.
- 10.2 The Company shall retain copyright in all data, documentation, and other materials provided by it to AIFC Numbering Agency in connection with this Agreement.

## **11 Indemnity and Liability**

- 11.1 AIFC Numbering Agency shall not be responsible for any losses, liabilities, judgments, suits, actions, proceedings, claims, penalties, damages, or costs (including reasonable legal fees as incurred) in respect of any matter relating to the ISIN, CFI, and FISN assignment.
- 11.2 The Company shall indemnify and hold harmless AIFC Numbering Agency, its affiliates, and its and their respective directors, officers, employees, and agents from and against any and all losses, liabilities, judgments, suits, actions, proceedings, claims, penalties, damages or costs (including reasonable legal fees as incurred) resulting from or arising out of or in connection with: (i) the Company's breach of this Agreement or any applicable AIFC Laws, AIX Registrar Rules and Procedures for the Assignment of ISIN, CFI and FISN; and (ii) any claim asserted against AIFC Numbering Agency by any third party for whom the Company acts or purports to act in relation to the services provided to the Company in accordance with this Agreement. AIFC Numbering Agency shall provide the Company with: (i) prompt written notice of each such claim received by AIFC Numbering Agency; (ii) reasonable control over the defence and settlement of such claim; and (iii) such information and reasonable assistance to settle or defend any such claim. Notwithstanding the foregoing, the Company shall not settle any such claim without AIFC Numbering Agency's prior written approval if such settlement requires AIFC Numbering Agency to take any action, refrain from taking any action or admit any liability whatsoever.
- 11.3 Subject to Clause 11.5, neither AIFC Numbering Agency nor its affiliates shall be liable to the Company or any other party for any losses, liabilities, judgments, suits, actions, omissions, proceedings, claims, penalties, damages, or costs (including legal fees): (i) arising from or in



connection with or related to a loss of connectivity to the ISIN, CFI and FISN assignment or any other system's failure howsoever caused; (ii) arising from or in connection with, any errors, delays or interruptions in the confirmation of information whether caused by the use of ISIN, CFI and FISN or otherwise; or (iii) any other event as defined in Clause 14 (Force Majeure) of this Agreement.

- 11.4 Subject to Clause 11.5, neither AIFC Numbering Agency nor its affiliates shall be responsible to any party for any losses, liabilities, judgments, suits, actions, omissions, proceedings, claims, penalties, damages, or costs (including legal fees) however caused by the use of the ISIN, CFI and FISN by the Company.
- 11.5 Nothing in this Agreement will:
- (a) to the extent prohibited by law or regulation, exclude or restrict any duty or liability of AIFC Numbering Agency, its affiliates or its or their directors, officers, employees, agents or any network providers may have to the Company; or
  - (b) exclude or restrict any claim which can be directly attributable to a Party's wilful misconduct or fraud.
- 11.6 Each Party hereby acknowledges that it has not relied upon any warranty, condition, guarantee, or representation made by the other, except as specifically set forth in this Agreement.
- 11.7 The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

## **12 Termination**

- 12.1 AIFC Numbering Agency may suspend the provision of its Services or terminate this Agreement by giving notice in writing with immediate effect, if:
- (a) the Company fails to satisfactorily complete the due diligence procedures required by AIFC Numbering Agency as specified in Clause 4, including a timely update of the information and documents in case of any changes; or
  - (b) the Company commits any breach of its obligations under this Agreement, including paying fees, or AIX Registrar Rules and Procedures for assignment of ISIN, CFI, FISN or requirements of any applicable AIFC Laws; or
  - (c) the Company is guilty of any act or omission, negligence which causes or is likely to cause damage to the business or reputation of AIFC Numbering Agency; or
  - (d) the Company is under reasonable suspicion of fraud, diminished capacity, inappropriate activity; or
  - (e) The Company or AIFC Numbering Agency receives reasonable notice that the ownership of some or all of the Company's assets is in dispute; or
  - (f) Sanctions Event occurred and remains continuing and/or AIFC Numbering Agency reasonably believes that provision of the Services would have material adverse effect on the AIFC Numbering Agency business due to risks associated with Sanctions, or (ii) may lead to imposition of Sanctions in respect of the AIFC Numbering Agency or its affiliates,

or their directors, officers, agents or employees, or (iii) would cause AIFC Numbering Agency Group's stakeholders, customers or counterparties to breach applicable Sanctions;  
or

(g) It decides so without cause.

12.2 Termination of this Agreement in accordance with Clause 12.1 will be effective from the date of service of the notice of termination.

12.3 The provisions of this Agreement relating to confidentiality (Clause 9), intellectual property (Clause 10), indemnity and liability (Clause 11), and dispute process (Clause 18) will continue to be in force after the termination of this Agreement.

### **13 Notices**

13.1 Each notice or other communication under this Agreement is to be in writing and made by email, electronic means, personal delivery, or post to the address set out in this Agreement and the application form.

13.2 AIFC Numbering Agency has the right to post any notice on its website or send a notice by e-mail, electronic means, post mail, or other means acceptable for AIFC Numbering Agency which shall be considered a proper communication.

13.3 No notice or other communication is to be effective until it is received. A communication is deemed to be received by the addressee:

- (a) in the case of an email/electronic means, on the Business Day on which it is sent, or if sent after 5.30 pm (in the place of receipt) the next Business Day or, on a non-Business Day, on the next Business Day after the date of sending;
- (b) in the case of personal delivery, when delivered;
- (c) in the case of a regular post, when delivered; and
- (d) in case of posting on the website by AIFC Numbering Agency, when posted.

### **14 Force Majeure**

14.1 The Parties shall be exempted from liability for partial or complete failure to execute obligations under the Agreement, if such failure is caused by force majeure, including, but not limited to, fire, earthquake, military actions, and regulatory directives of state authorities, which are mandatory for, at least, one of the Parties, occurred upon conclusion of the Agreement, provided that such circumstances directly affect the performance of obligations by the Parties.

14.2 The affected Party shall notify the other Party in written form within 10 (ten) Business Days from the occurrence of such circumstances. Failure to notify or untimely notification deprives the Party of its right to refer to any of the abovementioned circumstances as the basis for exemption from the liability for non-execution of obligations under the Agreement, except for cases, when such failure to notify/untimely notification is caused by force majeure.

- 14.3 Document issued by the authorized body or organization of the Republic of Kazakhstan or other jurisdiction where force majeure occurred shall serve as proper evidence of force majeure.
- 14.4 Unless otherwise agreed, during the continuance of an event of force majeure each Party's obligations (except with respect to a mere obligation to pay) under this Agreement will be suspended and will resume as soon as possible after the cause or circumstance has ceased to have an effect.

## **15 Representations, Warranties, and Undertakings of the Company**

- 15.1 The Company represents, warrants, and undertakes that:
- (a) the information, documents it has provided are true, complete and accurate, and not misleading, and agrees to immediately notify AIFC Numbering Agency in case of any change of information, data, or documentation, including but not limited to bank details, legal address, or actual post address and/or other changes in identity details of the Company with the submission of the relevant supporting documents including a filled form of notification of changes of important information. The Company understands that a failure to provide true, complete, and accurate information is a breach of this Agreement;
  - (b) The Company understands and agrees to comply with, and be bound by any law applicable to it, applicable AIFC Laws, AIX Registrar Rules and Procedures for assignment of ISIN, CFI, FISN, which are, or maybe in force, and may be amended from time to time;
  - (c) it has the power and authority to execute, deliver and perform this Agreement;
  - (d) it has all necessary rights, authorisations, and licenses (if applicable) to submit information, documentation to the AIFC Numbering Agency as contemplated herein.

## **16 Inconsistency**

In the event of any inconsistency between AIX Registrar Rules and Procedures for assignment of ISIN, CFI, FISN and this Agreement, the first shall prevail. In case of translation of this Agreement to other languages, the English text shall prevail.

## **17 Amendment**

AIFC Numbering Agency shall have the right to unilaterally amend any terms hereof, by posting it on a website at [aix.kz](http://aix.kz) or sending a notice of such amendments to the Company.

## **18 Dispute Process**

### **18.1 Initial process**

- (a) No proceedings

Subject to Clause 18.2, if a dispute (including an alleged breach of, or default under, this Agreement) arises under, or in connection with this agreement (including any claim in tort,

in equity, or pursuant to any statute), neither Party may commence any legal proceedings relating to the dispute unless it has first complied with this Clause 18.1.

(b) Notice of dispute

Either Party claiming that a dispute has arisen is to give written notice to the other Party specifying the nature of the dispute in reasonable detail.

(c) Informal dispute resolution techniques

On receipt of that notice, the Parties shall use all reasonable endeavours to negotiate a resolution to the dispute expeditiously using informal dispute resolution techniques such as expert appraisal or determination or similar techniques agreed to by them.

(d) Court proceedings

If the Parties have not come to a settlement within 28 (twenty-eight) calendar days of receipt of the notice (or any longer period agreed to by each Party in writing), 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 be submitted to AIFC Court under the Regulations and Rules of the AIFC Court.

Each Party irrevocably and unconditionally consent to service of process by e-mail. The process will be deemed to have been properly served by e-mail if it is delivered to: (i) legal@aix.kz when addressed to AIFC Numbering Agency, or (ii) e-mail of the Company as specified in the Declaration of Adherence, when addressed to the Company. Each Party shall acknowledge the receipt of the e-mail message by confirming the same to the sender via e-mail. Nonetheless, receipt of process will be deemed to have been properly verified if the electronic mail server of the recipient accepted that email message, with the delivery status of at least "delivered to mail server," as stated in the registered receipt received by the sender with respect to that e-mail message. Each Party undertakes to keep such e-mail address and the respective mail server operational at all times while the obligations and rights conferred by this Agreement subsist. Each Party shall notify the other Party in writing in case of change of the e-mail address within 5 (five) days of such change.

## 18.2 Equitable remedies

If either Party does, or omits to do, or threatens to do or to omit to do, any act, matter or thing, and in the reasonable opinion of the other Party that act or omission, or threatened act or omission:

- (a) is, will be, or is likely to be a breach of this Agreement; or
- (b) is having, will have, or is likely to have, a material adverse effect on the financial condition, operations, or commercial or financial prospects of the other Party,

then nothing in this Clause 24 prevents the other Party from seeking through legal proceedings an injunction, an order for specific performance, or another equitable remedy in respect of that act or omission or threatened act or omission.

## 18.3 Continued performance

Despite the existence of a dispute and the operation of this Clause 24, each Party must continue to perform its obligations under this Agreement.

## **19 Governing Law**

This Agreement is governed and construed in accordance with the AIFC Laws.

## **20 Counterparts**

This Agreement is executed in two counterparts, one for each of the Parties.

**Executed** as an agreement

**Signed** for and on behalf of **AIFC Numbering Agency** by its duly authorised signatory

---

Signature

---

Name

---

Title

**Signed** for and on behalf of **Company** as per the Declaration of Adherence.