

**Copyright agreement  
on the transfer of exclusive rights to the computer program No. IP-1**

Almaty city

“22” February 2024

**Citizen of the Republic of Kazakhstan** Zhanadil Taldybayev, ID card No. 045776769, issued by Ministry of Internal Affairs dated 05.02.2020, hereinafter referred to as the **"Copyright Holder"**, with on the one hand, and  
CodiPlay LLP, on behalf of the CEO Zhanadil Taldybayev, acting on the basis of Charter, hereinafter referred to as the **"Organization"**, on the other hand,  
collectively referred to as the **"Parties"**, and separately as the **"Party"**, have concluded this copyright agreement on the transfer of exclusive rights to use the electronic computer (hereinafter referred to as the "Agreement") as follows:

**1. Subject of the Agreement**

- 1.1. The Copyright Holder grants the Organization exclusive rights to use the computer program – web-platform CodiTeach (hereinafter referred to as the "Program"), transmitted to the Organization on an electronic medium. The use in the Contract means the distribution of the Program and/or their other use in civil circulation within the limits provided for in the Contract.
- 1.2. The Copyright Holder guarantees the availability of copyrights to the Program provided under the Agreement. The numbers and dates of issue of Certificates on entering information into the state register of rights to copyrighted Objects must be indicated in the Appendix to this Agreement.

**2. Rights and obligations of the Parties**

- 2.1. Under the Agreement, the Copyright Holder grants the Organization the following exclusive rights:
- 2.1.1. to reproduce the Program (the right to reproduce);
  - 2.1.2. distribute the original or copies of the Program in any way: sell, change, rent (rent), perform other operations, including in an open telecommunications network (right to distribute);
  - 2.1.3. import copies of the Program for distribution purposes (right to import);
  - 2.1.4. to publicly display the Program (the right to public display);
  - 2.1.5. to publicly perform the Program (the right to public performance);
  - 2.1.6. to publicly communicate the Program (to make it publicly available), including a broadcast or cable message (the right to public communication);
  - 2.1.7. to broadcast the Program, including the first and (or) subsequent broadcast for public information (the right to broadcast);
  - 2.1.8. to communicate the Program by cable, including the first and (or) subsequent cable communication to the public (the right to cable communication);
  - 2.1.9. to translate the Program (the right to translate);
  - 2.1.10. to alter or otherwise recycle the Program (the right to recycle);
  - 2.1.11. to make the Program publicly available (the right to make it publicly available);
  - 2.1.12. to carry out other actions that do not contradict the legislative acts of the Republic of Kazakhstan.
- 2.2. The Copyright Holder does not reserve the right to use the Program independently.
- 2.3. The Copyright Holder has determined the cost of the transferred Program as free of charge.
- 2.4. The Copyright Holder has the right to get acquainted with the documents related to the use of the Program.
- 2.5. The exclusive rights of the Copyright Holder are transferred to the Organization from the moment of signing the Act of Acceptance and transfer of exclusive rights to use the Program in accordance with Appendix No. 1, which are an integral part of the Agreement.

### **3. Responsibility of the Parties**

- 3.1. A Party that has not fulfilled or improperly fulfilled its obligations under the Agreement is obliged to compensate the other Party for the damage caused by such non-fulfillment.
- 3.2. In case of violation of the Agreement, the Party whose right has been violated has the right also to demand recognition of the right and termination of actions that violate the right or create a threat of violation.
- 3.3. In cases not provided for by the Agreement, liability is determined in accordance with the current legislation of the Republic of Kazakhstan.
- 3.4. The Copyright Holder is responsible to the Organization in case of claims and demands for the Program from third parties who have related rights to the specified Program.
- 3.5. The Copyright Holder guarantees that (i) the method and process used by him to create the Program, and (ii) the use of the Program does not violate any intellectual property rights of any person. The Copyright Holder is also responsible and undertakes to release and protect the Organization from any and all obligations, claims (including any liens and other encumbrances against property), judgments, damages, fines, costs and any related losses (including, but not limited to, legal fees and attorney's fees) in respect of violation of any such rights intellectual property.

### **4. Confidentiality**

- 4.1. The terms of the Agreement and additional agreements to it are confidential and are not subject to disclosure during the term of the Agreement.

### **5. Dispute Resolution**

- 5.1. Disputes and disagreements that may arise during the execution of this Agreement will, if possible, be resolved through negotiations between the Parties. Disputes that are not regulated by the Parties are subject to resolution on the basis of the current legislation of the Republic of Kazakhstan.
- 5.2. All disputes, disagreements, claims arising from this Agreement or relating to its violation, termination, invalidity, are subject to resolution in accordance with the current legislation of the Republic of Kazakhstan.

### **6. Term of the Agreement**

- 6.1. The Agreement comes into force from the date of signing and remains valid for the period of copyright validity.

### **7. Termination of the Contract**

- 7.1. The Parties have the right to terminate the Agreement prematurely by mutual written agreement.
- 7.2. The Organization has the right to terminate the Agreement if the Copyright Holders for any reason cease to possess exclusive copyrights to the subject of the Agreement.

### **8. Additional Terms and Final Provisions**

- 8.1. In all other matters that are not provided for in the Agreement, the Parties are guided by the current legislation of the Republic of Kazakhstan.
- 8.2. Any amendments and additions to the Agreement are valid provided that they are made in writing and signed by the Parties or duly authorized representatives of the Parties.
- 8.3. The Agreement is drawn up in three copies having equal legal force, one for each of the Parties to the Agreement.

### **9. Details and signatures of the Parties**

**Organization:**

**Copyright Holder:**



CodiPlay LLP

BIN: 210840025542

Address: Republic of Kazakhstan, Almaty city,  
Bostandyk district, Gabdullina street, 53B

Bank account: KZ79551B327001839KZT

Bank name: Bank Freedom Finance JSC

BIC: KSNVKZKA

Zhanadil Taldybayev

IIN 960215300038

Address: the Republic of Kazakhstan,  
Astana city, Geidar Aliyev street, 10/1, 91  
appt.

  
\_\_\_\_\_  
CEO

Taldybayev Zh.A.

(Stamp)



  
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Appendix No. 1 to the Copyright Agreement  
on the transfer of exclusive rights to a computer program  
№IP-1 from "22" February 2024 year

**THE ACT OF ACCEPTANCE AND TRANSFER  
of exclusive rights to use the computer program**

**Citizen of the Republic of Kazakhstan** Zhanadil Taldybayev, ID card No. 045776769, issued by Ministry of Internal Affairs on 05.02.2020, hereinafter referred to as the "**Copyright Holder**", with on the one hand, and  
CodiPlay LLP, on behalf of the CEO Zhanadil Taldybayev, acting on the basis of Charter, hereinafter referred to as the "**Organization**", on the other hand,  
collectively referred to as the "**Parties**", and separately as the "**Party**", have concluded this copyright agreement on the transfer of exclusive rights to use the electronic computer (hereinafter referred to as the "Agreement") as follows:

1. The act was drawn up by the Parties in accordance with the terms of the Copyright Agreement on the transfer of exclusive rights to the computer program no. IP-1 dated "22" February 2024 year (hereinafter referred to as the "Agreement") and reflects the fact of transfer of exclusive rights specified in clause 1.1 of the Agreement.

№	Program name	Unit of measurement	Quantity	The number and date of the Certificate of entry of information into the state register of rights to objects protected by copyright
1.	Web-platform CodiTeach	Computer program	1	No. 43163 dated "22" February 2024
In TOTAL			1	

2. The Act is an integral part of the Agreement and is drawn up in two copies having equal legal force, one for each of the Parties to the Agreement.

**3. Details and signatures of the Parties**

**Organization:**

CodiPlay LLP

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Bostandyk district, Gabdullina street, 53B

Bank account: KZ79551B327001839KZT

Bank name: Bank Freedom Finance JSC

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**Copyright Holder:**

Zhanadil Taldybayev

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Address: the Republic of Kazakhstan,  
Astana city, Geidar Aliyev street, 10/1, 91  
appt.

CEO  
Taldybayev Zh.A.

(Stamp)



*Taldybayev Zh.A.*