

PARTICIPATION RULES OF NEXTERS BOOST PROJECT (THE "PROJECT")

(Version 24 September 2021)

TERMS AND DEFINITIONS

The Applicant - a legal entity (its Representative), an individual entrepreneur, or an individual who submitted an Application on the Website.

Application - information provided by the Applicant via the Website to notify the Company on the Applicant's desire to participate in interaction with the Company within the framework of the Projects. The information that shall be in the Application is provided through the Website by activating the "Take off" button with the preliminary filling of the indicated and required fields (name of the studio, first and last name of the Applicant, information about the Product, E-mail, contact information: website/phone). By clicking the "Take off" button, the Applicant confirms his agreement with these Rules of participation in the Project, the Privacy Policy, as well as with the provisions of the Consent to the processing of personal data, thus sending the above information, as well as the presentation and other additional materials and documents,

Company - Nexters Global Limited, registered at the following registered address: 107 Faneromenis Avenue, Larnaca, 6031, Cyprus ('NEXTERS').

Presentation and additional materials - any documents (scanned copies of documents), files, and information materials of various formats that the Applicant attaches to the Application.

Website - the website of Nexters Global Limited located at the following link: <https://boost.nexters.com/>.

Project - the type of the Company's activity aimed at identifying possible options for interaction with Applicants, implemented through expertise, analytics, support, and mentoring.

Representative - an individual whose personal data was sent to the Company through the Website (including the information reflected in the Application and the presentation and additional materials).

Product - software for computing devices submitted in the form of data and instructions for PC and other computing devices, including smartphones, tablets, and other mobile devices for the achievement of a particular result of device operation, including audiovisual works generated by this software, and/or service, and/or other technological solution.

GENERAL TERMS AND CONDITIONS

These Participation Rules in the Project govern the relationship between the parties (the Applicant and the Company) arising from implementation of the Project and participation in it.

The Company has the right to additionally request from the Applicant any necessary information, documents, and materials to analyze the data provided by the Applicant, including for the purposes of legal due diligence.

The interaction with the Company within the framework of the Project is made via providing by the Applicant upon the Company's request the information and additional materials within the term specified in the Company's request or agreed by the Company via e-mail.

The Company may interview the Applicant in the format and within the term specified by the Company in the relevant request or agreed by the Company via e-mail.

The Applicant has the right to withdraw from participation in the Project at any time in accordance with the procedure specified herein.

PRODUCT

The Applicant shall provide the Company with the Product data in the form of a presentation or any other form applicable by these Rules.

The Company may request the Applicant to provide a prototype of the Product.

Product must possess at least minimal but sufficient performance to create value to customer (hereinafter - "MVP"), a product with a minimum set of functions.

The estimation of Product for compliance with the requirements of MVP to the discretion of the Company.

The Applicant guarantees that:

1. the Product complies with all applicable legal requirements;
2. the Applicant has all the required rights, permits, powers to use intellectual property, including but not limited to copyright, patent and allied rights, know-hows, means of individualization of third parties used in Product;
3. the terms of use and distribution of open-source software used in the Product do not restrict further use and distribution of the Product for commercial purposes;
4. that Product, use of Product and disposal of Product for the purpose of fulfilling obligations in connection with participation in Project do not violate intellectual property rights of third parties, including, without limitation, rights in items of copyright, allied rights, patent rights, rights for means of individualization or know-hows, and also does not violate the terms of use of open-source software licenses;
5. as of the date of filing the Application, as well as during the participation of Applicant, Participant in Project, Product is

not pledged, Applicant is not aware of any claims from third parties for Product, including without limitation claims of the right holders, lawsuits or actions in relation to Product, applications to the Patent Dispute Chamber. Provided the Applicant, the Participant becomes aware of any of the circumstances listed above during his participation in the Project, he shall immediately inform the Company.

PROCEDURE FOR SENDING APPLICATIONS

The Applicant's participation in the Project is free of charge for the Applicant.

The Applicant confirms that he has read, understood and agreed with the terms of the Cookie Policy, these Rules, the Privacy Policy as well as with the provisions of the Consent for the processing of the Applicant's personal data. The Applicant expresses his consent with the documents stipulated above by clicking the "Take off" button on the Website. Corporate, regulatory, or governmental approvals may be required for the Company to interact with the Applicant. From the moment the Applicant activates/clicks the "Take off" button, the Applicant is considered to have acceded to the Rules and acquires and exercises the rights and obligations provided for by the Rules.

FOR THE AVOIDANCE OF DOUBT, ALL INFORMATION CONTAINED HEREIN, AS WELL AS THE INFORMATION SPECIFIED ON THE COMPANY'S WEBSITE REGARDING THE PROJECT, SHALL NOT BE DEEMED AS THE PUBLIC OFFER AND DOESN'T CREAT ANY LEGALY BINDING OBLIGATIONS.

The total size of the attached materials describing the Applicant's Product shall not exceed 35 MB. The format of the attached materials relating to the Applicant's Product shall be one of the following: pdf, key, ppt, doc, jpg, jpeg, png. By submitting the personal data of its Representative, the Applicant confirms that it has received from its Representative the necessary consent for the processing of personal data. The Applicant shall provide the hard copy of such consent at the Company's request within 2 (two) working days from the date of receipt of such request.

By submitting the personal data of the Applicant's Representative (including information about the Applicant), the Representative confirms that he is duly authorized to represent the Applicant's interests regarding the interaction with the Company within the framework of the Project.

The Applicant warrants that:

- 1.** the information and materials presented in the Application are not confidential or protected as trade secrets and that he has obtained all the necessary permits to disclose such information and material as described in the Application; or
- 2.** he was duly authorized to disclose and provide information and materials in the Application;
- 3.** the Applicant (and his affiliates) is not a person included in the **SDN** list (list of persons subject to US sanctions), **SSI** (Sectoral Sanctions Identifications, list of legal entities or persons with whom cooperation in certain areas of the economy is prohibited), as well as in the list of persons subject to financial sanctions of the European Union ("The Consolidated List of Persons", "Groups and Entities Subject to EU Financial Sanctions"), and there is no reasonable basis that he should be in those lists.

INTELLECTUAL PROPERTY RIGHTS

The Applicant's interaction with the Company within the framework of the Projects does not grant the Applicant the right in any way to use trademarks, commercial names, commercial designations, other results of intellectual activity, the copyright holder of which is the Company and/or affiliates of the Company.

INFORMATION AND NOTIFICATIONS

The Applicant and the Company interact within the Projects via e-mail, and the Company considers the Applicant's e-mail address to be the address specified by the Applicant in the Application. The Company has the right to use any other contact information provided by the Applicant for sending notifications.

DISCLAIMER

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE WEBSITE AND THE PROJECT IS AT YOUR SOLE RISK, AND IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY FOR A PARTICULAR PURPOSE (EXCEPT ONLY TO THE EXTENT PROHIBITED UNDER APPLICABLE LAW WITH ANY LEGALLY REQUIRED WARRANTY PERIOD TO THE SHORTER OF THIRTY DAYS FROM FIRST USE OR THE MINIMUM PERIOD REQUIRED).

WITHOUT LIMITING THE FOREGOING, NEITHER COMPANY NOR ITS AFFILIATES OR SUBSIDIARIES, OR ANY OF THEIR

DIRECTORS, EMPLOYEES, AGENTS, ATTORNEYS, THIRD-PARTY CONTENT PROVIDERS, DISTRIBUTORS, LICENSEES OR LICENSORS (COLLECTIVELY REFERRED TO AS THE "NEXTERS PARTIES") WARRANT THAT THE PROJECT AND (OR) SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.

YOU ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY ANY APPLICABLE LAW, THE DISCLAIMERS OF LIABILITY CONTAINED HEREIN APPLY TO ANY AND ALL DAMAGES OR INJURY WHATSOEVER CAUSED BY OR RELATED TO USE OF, OR INABILITY TO USE, THE PROJECT AND (OR) SERVICE UNDER ANY CAUSE OR ACTION WHATSOEVER OF ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION, ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND THAT THE NEXTERS PARTIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING FOR LOSS OF PROFITS, GOODWILL OR DATA, IN ANY WAY WHATSOEVER ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE PROJECT AND (OR) SERVICE.

YOU FURTHER SPECIFICALLY ACKNOWLEDGE AND AGREE NOT TO SEEK TO HOLD THE NEXTERS PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER USERS OF THE PROJECT AND (OR) SERVICE AND OPERATORS OF EXTERNAL WEB-SITES, AND THAT THE RISK OF INFRINGEMENT OF YOUR RIGHTS AND (OR) DAMAGES FROM USING THIRD PARTY SERVICES AND EXTERNAL WEB-SITES RESTS ENTIRELY WITH YOU.

TO THE FULLEST EXTENT PERMITTED BY ANY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE NEXTERS PARTIES BE LIABLE TO YOU FOR MORE THAN THE AMOUNT YOU HAVE PAID TO THE NEXTERS PARTIES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU. IN PARTICULAR, NOTHING IN THESE TERMS SHALL AFFECT THE STATUTORY RIGHTS OF ANY CONSUMER OR EXCLUDE OR RESTRICT ANY LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM ANY NEGLIGENCE OR FRAUD OF THE COMPANY.

CLASS ACTION WAIVER

IF YOU ARE A RESIDENT OF THE UNITED STATES OF AMERICA, BY ACCEPTING THE RULES, YOU AND COMPANY HEREBY AGREE: (i) THAT EACH CLAIM IS PERSONAL TO YOU AND NEXTERS, AND SHALL ONLY BE CONDUCTED AS AN INDIVIDUAL COURT PROCEEDING, AND NOT AS A CLASS ACTION OR OTHER FORM OF REPRESENTATIVE ACTION; (ii) EXPRESSLY WAIVE ANY RIGHT TO FILE OR PARTICIPATE IN A CLASS ACTION OR SEEK RELIEF ON A CLASS OR REPRESENTATIVE BASIS; AND (iii) THE COURT MAY ONLY CONDUCT AN INDIVIDUAL COURT ACTION, MAY NOT CONSOLIDATE MORE THAN ONE INDIVIDUAL'S CLAIMS, AND MAY NOT PRESIDE OVER ANY FORM OF REPRESENTATIVE OR CLASS PROCEEDING RELATING TO SUCH CLAIMS. UNLESS YOU SUBMIT A PROPER OPT OUT NOTICE, YOU AND COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

SEVERABILITY OF CLASS ACTION WAIVER

The Applicant and Company agree that no provision of this Class Action Waiver shall be enforceable against Applicant or Company and all claims shall be governed by Governance Law and Jurisdiction provisions of these Rules, below, in the event either: (i) a court of competent jurisdiction conclusively determines that any term or provision of this Class Action Waiver is unenforceable, prohibited by applicable law, or inapplicable to any claim; or (ii) you submit a proper Opt Out Notice, wherein you have elected to opt out of this Class Action Waiver. In no event shall the severance of the Class Action Waiver be interpreted or deemed to constitute a consent by you or Company to participate in a class action.

OTHER CONDITIONS

The Applicant bears all expenses of participating in the Project. The Company disclaims all liability for any losses that the Applicant may incur as a result of participation in the Project, including those related to any changes, suspension and abandonment of the Project, exclusion of the Applicant from the Project, and for any damages (direct or indirect), any losses incurred and caused not as a result of deliberate actions of the Company, including due to termination of the Website or information systems, computer failures, issues with Internet access, or any other commercial losses, as well as partial or complete loss of any information of the Applicant related to use or inability to use Company's information systems, including in case of prior notification from the Applicant about the possibility of such damages, or based on any claim of a third party

The Applicant agrees to indemnify in full and hold the Company, its officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, harmless from any demands, loss, liability, claims or expenses (including attorney's fees), made against the Applicant or/and the Company by any third party due to or arising out of or in connection with any patent or copyright infringement committed by the Applicant while participating in the Project.

FOR THE AVOIDANCE OF DOUBT, THE COMPANY WILL CONSIDER THE APPLICATIONS AT ITS DISCRETION AND ALSO HAS THE SOLE RIGHT TO LEAVE ANY FORWARDED APPLICATION WITHOUT AN ANSWER.

The Company has the sole right, at its sole discretion:

1. to change the terms and conditions of these Rules as well as to cancel, suspend or terminate the implementation of the Project without justification and notifying the Applicants.
2. to exclude the Applicant from participation in the Project at any time in the case of:
 - the Applicant's lack of response to the Company's inquiries;
 - failure to provide information and documents at the request of the Company within the terms specified by the Company;
 - refusal to undergo an interview with the Company or failure to attend the interview within the terms specified by the Company;
 - non-compliance of the Applicant, the Product, the information and documents provided with the requirements established by these Rules;
 - refusal or evasion of the Applicant to conclude a non-disclosure agreement provided to the Applicant by the Company via e-mail;
 - the Applicant's participation in the Project or the use of the Applicant's Product has led or may lead to any loss or harm to the Company business reputation, Company's property or to any third parties.

The Applicant shall comply with the requirements of applicable anti-corruption laws and refrain from any actions that may violate the provisions of anti-corruption laws as well as avoid the actions that may cause the Company to violate these laws. The aforesaid means that the Applicant shall not demand, receive, offer, authorize, promise or make illegal payments directly, through third parties or as an intermediary, including (but not limited to) bribes in cash or any other form, to any individuals or legal entities, including (but not limited to) commercial organizations, governmental and local authorities, government officials, private companies and their representatives.

You agree that we may send you informational messages to inform you about the work of the Project. If you don't want to receive such messages you can opt-out by submitting a request to the Company at the following e-mail: boost@nexters.com.

MISCELLANEOUS

If any provision of these Rules (or part of it) is found by any court or administrative body of competent jurisdiction to be illegal, invalid, or unenforceable, then such provision (or part of it) shall be removed from the Rules without affecting the legality, validity or enforceability of the remainder of the Rules.

The failure by NEXTERS to exercise, or delay in exercising, a legal right or remedy provided by these Rules or by law shall not constitute a waiver of NEXTERS's right or remedy.

We may change the Rules from time to time. Any changes will be published at this link and become effective upon the date of publish, so please check these Rules on a periodic basis. You acknowledge and agree that your express acceptance of these Rules after the date of publication shall constitute your agreement to the updated Rules. If you do not agree with the amended Rules, you may terminate these Rules in accordance with the terms set herein.

If we are unable to provide the services as a result of force majeure, we will not be in breach of any of its obligations towards you under these Rules.

GOVERNANCE LAW AND JURISDICTION

These Rules are governed by and construed in accordance with applicable law of the Republic of Cyprus, without regard to its conflicts of law provisions, including those that might imply the use of the law of another jurisdiction. You agree that the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980) shall not apply to any dispute or transaction arising hereunder.

Exclusive jurisdiction and venue for any judicial proceedings concerning the subject matter of these Rules have the competent court of the Republic of Cyprus, and each party waives any objection to the jurisdiction and venue of these courts. However, we reserve the right to seek a cancellation of any injunction relief in any jurisdiction where we deem it necessary.

These Rules are made in the English language. We can provide you with a translation in Russian and other languages at your request. In the event of any inconsistency between a non-English translation of these Rules and the English version, the English version shall prevail.

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOU HAVE READ THESE RULES AND UNDERSTAND ALL RIGHTS, OBLIGATIONS, RULES, AND CONDITIONS SET FOR THE PROJECT. BY CONTINUING TO USE THE SERVICES OF THE PROJECT, YOU EXPRESSLY CONSENT TO BE BOUND BY THESE RULES YOU GRANT TO NEXTERS THE RIGHTS SET FORTH HEREIN.

FAITHFULLY YOURS, NEXTERS GLOBAL LIMITED