

**Approved by
Emerald Capital Partners Ltd.
on "26" January 2023**

with Amendments dated 03.05.2023

**OFFERING MATERIALS OF
SAPPHIRE CAPITAL OEIC Ltd.
An Exempt Fund created in a form of
Open-Ended Investment Company**

The Astana Financial Services Authority has no responsibility for reviewing or verifying any offering materials, particulars or other documents in connection with this Fund. Accordingly, the Astana Financial Services Authority has not reviewed, nor taken any steps to verify, this document, the information it contains, or any other documents relating to the Fund and has no responsibility for it. The securities to which this document relates may be illiquid or subject to restrictions on their resale. Prospective purchasers should conduct their own due diligence. If you do not understand the contents of this document, you should consult an authorised financial adviser.

"This Fund is an Exempt Fund for the purposes of the Collective Investment Scheme Rules. It is intended only for sophisticated investors and is not subject to many of the requirements of the Collective Investment Scheme Rules."

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**OFFERING MATERIALS OF AN
OPEN-ENDED INVESTMENT COMPANY
SAPPHIRE CAPITAL LTD.**
(hereinafter referred to as the “Fund”)

2. INTERPRETATION:

“Fund Administrator”	means the Emerald Capital Partners Ltd. acting as administrator of the Fund.
“AFSA”	means Astana Financial Services Authority, the independent regulator of the Astana International Financial Centre (AIFC). AFSA is a legal entity and statutory body of the Republic of Kazakhstan, and is established in accordance with the Constitutional Law of the Republic of Kazakhstan "On the Astana International Financial Centre".
“AIFC Court”	means the court established in Astana International Financial Centre, having exclusive jurisdiction over disputes arising out of the activities and operations of the AIFC participants as indicated in Article 13 of the Constitutional Law of the Republic of Kazakhstan "On the Astana International Financial Centre".
“AIFC Legislation and Rules”	the set of official written documents, adopted by an AIFC Body, relating to the relationships between AIFC Participants, AIFC Bodies, their Employees, AIFC Participants and AIFC Bodies, AIFC Participants and their Employees or Employees of AIFC Bodies, AIFC Bodies and their Employees or Employees of AIFC Participants;
“AIFC”	means Astana International Financial Centre.
“CIS” or “Collective Investment Scheme Rules”	means Collective Investment Scheme Rules of AIFC.
“Custodian”	means any person, firm or corporation appointed and for the time being acting as custodian of all the assets of the Fund pursuant to these Offering Materials under the terms and provisions of the Custody Agreement with powers to appoint sub-custodians.
“Companies Rules”	mean Companies Rules of AIFC.
“Eligible Investor”	means a person eligible to hold Shares of the Fund, as determined in Client Identification Rules of the Fund in accordance with AIFC Conduct of Business Rules.
“Fund Manager”	means Emerald Capital Partners Ltd. doing business in the AIFC, holding a license No. AFSA-A-LA-2022-0021 dated

July 25, 2022, which is responsible for the management of the property held for or within a Fund and who operates the Fund.

“Fund Property “	means property held for or within a Fund.
“Fund”	means Sapphire Capital OEIC Ltd., an exempt fund created in a form of open-ended investment company. Type of Investment Company: Private Investment Company.
“IFRS”	means International Financial Reporting Standards.
“Kazakhstan Bank”	means authorized Bank in any eligible jurisdiction according to the AIFC Legislation and Rules.
“NAV”	means Net Asset Value.
“Net Asset Value”	means the difference between Fund’s assets and its liabilities calculated in accordance with these Offering Materials.
“Astana time”	means local time of AIFC.
OEIC	means Open-Ended Investment Company
“Offering Materials”	mean these offering materials of the Fund.
“Participation Share”	means a participating Share in the capital of the Fund and having the rights provided for in these Offering Materials.
“Person”	means any natural person, body corporate or body unincorporated, including a legal person, company, partnership, unincorporated association, government or state.
“Redemption Day”	means the last Valuation Day of the civil quarter.
“Redemption Price”	means the price determined in accordance with these Offering Materials at which redeemable Shares/Units may be redeemed.
“Registrar AIX”	means Astana International Exchange Registrar Limited, as a person who is appointed by an Issuer to maintain its securities register and who is able to interact with the AIX Central Securities Depository’s System.
“Regulated Activity”	means an activity that may be carried on by an authorised firm, subject to the terms of the licence, the full list is specified in Schedule 1 of General Rules of AIFC.
“Unit”	means a share representing the rights and interests of a Shareholder in a Fund without any voting rights
“Unitholder”	means a Person who participates in a Fund.

“Subscription Form”

means the written agreement in form and substance determined by the Fund Manager by which a Person subscribes for Shares.

“Valuation Day”

means the last business day for subscription/redemption purposes.

3. DESCRIPTION OF THE INVESTMENT STRATEGY OF THE FUND

The Fund is newly created Company and has no historical performance.

3.1. General Information of the Fund:

The name of the Fund:	Sapphire Capital
Fund's currency:	US Dollars
Legal form:	Open-ended Private Investment Company (OEIC)
Registered Address:	42 Turan Street, office 500A, Astana, Kazakhstan
Prime Broker:	Phillip Securities Pte Ltd., 250 North Bridge Road, #06-00 Raffles City Tower, Singapore 179101
Registrar:	AIX Registrar, 55/19 Mangilik El avenue, Astana, Kazakhstan
Auditor:	TGS Saryarqa Limited., 6 Saryarqa street, office 317, Astana, Kazakhstan
Bank:	First Heartland Jusan Bank JSC, 242 Nazarbayev avenue, Almaty, Kazakhstan
Fund Launch Date:	26 th of January 2023
Fund Manager / Management Company:	Emerald Capital Partners Ltd., 42 Turan Street, office 500A, Astana, Kazakhstan
Fund Manager Licence:	Managing a Collective Investment Scheme Licence issued by AFSA No. AFSA-A-LA-2022-0021 dated 25 th of July 2022
Fund Manager's details:	Roles, Controllers, Approved Individuals and Management are available in the Public Register of AIFS (https://publicreg.myafsa.com/)

3.2. These Fund offering materials should be read and interpreted in conjunction with the Fund's Constitution.

3.3. Investment Goal

Investment Goal in managing Fund's assets is to achieve annual return of not less than 10% in USD terms net to investors after all fees and expenses.

In order to achieve this goal, Fund Manager will have a flexibility to invest across the tradable securities universe, including but not limited to money market instruments, shares, ETFs, ETNs, government bonds, inflation linked bonds, investment grade corporate bonds, emerging market debt and high yield bonds in addition to currency markets, derivatives and other OEICs duly established and licensed by the AFSA.

The Fund will be actively managed with aim to provide a positive absolute return without tracking of any particular benchmark or index. In the same time, Fund Manager will aim to compromise to deliver capital preservation and liquidity, while striving a competitive yield, through a multi-strategy approach. The income earned by the Fund will be accumulated and this be reflected in NAV of Fund and in value of its Units. At the sole discretion of the Fund Manager the Fund may distribute part or whole of its profits in a form of dividend.

Using Fund Manager's professional management skills, experience and external relationships/connections will enhance financial capabilities and business opportunities, that in turn will boost the performance and value of Fund's portfolio.

3.4. Statement on Risk

Investor in the Fund may get back less than the amount invested or may even lose all its investments. Information on past performance, where given, is not necessarily a guide to future performance. The capital value of Units in the Fund can fluctuate and the price of Units can go down as well as up and is not guaranteed, thus the risk of loss of Investments will be borne by the

Unitholders.

3.5. Investment Strategy

The Fund Manager will seek to build well-diversified portfolio, where no single decision or investment has a dominant impact on the Fund.

In line with the Fund's main investment goal the Fund Manager will have a significant degree of freedom to invest outside its principal geographies, market sectors, industries or asset classes. Furthermore, the Fund may use financial derivative instruments, including complex financial derivative instruments or strategies, to meet its investment goal.

The Fund will also seek opportunities to invest in peer OEICs duly established and licenced by AFSA to diversify away the risks of Fund's portfolio and to gain indirect access to alternative markets, instruments and to benefit from professional knowledge and competence of peers in order to maximize the returns.

Some reasonable degree of short-selling or margin trading will be employed in order to exploit apparent market imbalances.

All these will be assured through:

- ensuring portfolios are well diversified across a number of different sectors, instruments, issuers and geographical regions;
- the use of fundamental research of potential issuers in order to identify the highest quality issuers;
- following bottom-up instrument selection approach, looking out the instruments which are significantly mispriced due to structural and/or cyclical concerns;
- maintaining balanced liquidity buffers.

The Fund's investment procedure is supervised by Investment Committee of the Managing Company in order to avoid the breach of controls and assure collective decision-making process. Fund Manager's Chief Investment officer is responsible for execution of investment decisions and bring investment proposals to Investment Committee and act within duly approved Investment limits.

Managing Company's Risk Committee is responsible for monitoring risk limits, Fund Director executes Fund valuation and asset pricing and Compliance officer is responsible for drafting and implementation of policies.

3.6. Description of Asset Allocation of the Fund:

At any given time, the Fund's assets can be invested in the following asset classes:

Asset class	Maximum investment limits out of Fund's total assets	Comment
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FUND OFFERING MATERIALS**

Cash	up to 100% before the active investment stage	The Fund may hold up 100% of its assets in Cash in order to maintain an adequate and balanced liquidity buffer and retain an ability to utilize favourable investment opportunities
Money market instruments (cash equivalents)	up to 100 %	Various money market instruments (short-term treasury bills, commercial papers, term deposits, repurchase agreements) to meet high liquidity, high security and fixed return need of Fund in short-term perspectives
Fixed income instruments	up to 50%	Up to 50% of Fund's assets may be invested in fixed income instruments, including but not limited to government bonds, inflation linked bonds, investment grade corporate bonds, emerging market debt and high yield bonds as an anchor absolute return source
Listed shares (equity) with high quality of liquidity, including ETFs and ETNs	up to 80%	High quality instruments listed in prime US stock exchanges (NYSE, NASDAQ) to deliver positive returns primarily through liquid growth stock selection and to balance performance between risk and return
Hedging instruments	up to 30%	The Fund may limitedly use various derivatives including futures, forwards, swaps, options etc to achieve indirect exposure to the main assets listed above, or to generate additional capital in line with the Fund's risk profile or with the aim of risk or cost reduction
Shares/Units of the other OEICs duly established and licenced by AFSA	up to 30%	The Fund may invest in other peer OEICs in order to portfolio diversification

The Fund will cautiously and limitedly use borrowings and stock lending as well as may have net short exposure to the market in line with permits/limits of AFSA regulations.

3.7. Investment Limits.

At any given time, the Fund's assets can be invested in the following asset classes:

Asset class	Maximum investment limits out of Fund's total assets	Comment
Cash	up to 100% before the active investment stage	The Fund may hold up 100% of its assets in Cash in order to maintain an adequate and balanced liquidity buffer and retain an ability to utilize favourable investment opportunities
Money market instruments (cash equivalents)	up to 100 %	Various money market instruments (short-term treasury bills, commercial papers, term deposits, repurchase

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		agreements) to meet high liquidity, high security and fixed return need of Fund in short-term perspectives
Fixed income instruments	up to 50%	Up to 50% of Fund's assets may be invested in fixed income instruments, including but not limited to government bonds, inflation linked bonds, investment grade corporate bonds, emerging market debt and high yield bonds as an anchor absolute return source
Listed shares (equity) with high quality of liquidity, including ETFs and ETNs	up to 80%	High quality instruments listed in prime US stock exchanges (NYSE, NASDAQ) to deliver positive returns primarily through liquid growth stock selection and to balance performance between risk and return
Hedging instruments	up to 30%	The Fund may limitedly use various derivatives including futures, forwards, swaps, options etc to achieve indirect exposure to the main assets listed above, or to generate additional capital in line with the Fund's risk profile or with the aim of risk or cost reduction
Shares/Units of the other OEICs duly established and licenced by AFSA	up to 30%	The Fund may invest in other peer OEICs in order to portfolio diversification

The Fund will cautiously and limitedly use borrowings and stock lending as well as may have net short exposure to the market in line with permits/limits of AFSA regulations.

3.8. The Fund has designated the Participation Shares (Units for investors of the Fund).

3.9. Participation shares (Units) of the Fund shall have ISINs assigned by the Central Depository of the Republic of Kazakhstan.

4. DESCRIPTION OF THE PROCEDURES BY WHICH THE FUND MAY CHANGE ITS INVESTMENT STRATEGY AND SUBSCRIPTION/REDEMPTION PROCEDURE

4.1. The Fund's investment strategy and Unit subscription/redemption procedures may be amended by decision of the Fund Manager.

4.2. Investment strategy is subject to review on a quarterly basis and in case of any changes to investment strategy Fund Manager should notify the Unitholders no later than 25 (twenty-five) calendar days before the end of the quarter.

4.3. Changes to the Fund's investment strategy and Unit subscription/redemption

procedures come into force from the date of sending a written notice or electronic message to the Unitholder of the Fund and posting changes on the Fund Manager's corporate website (www.ecp.kz).

5. RIGHTS ATTACHING TO UNITS (PARTICIPATION SHARES)

5.1. The share capital of the Fund is variable and comprised of:

- 1,000 US Dollars split into 10 Management Shares, each Management Share par value 100 US Dollars, and
- 20,000,000 Participation Shares (Units) with a nominal value of 1 US Dollar each having the equal rights and obligations.

5.2. The Management Shares shall only be issued at their par value of 100 US Dollars each with the sole purpose of incorporation of the Fund. The holders of the Management Shares have voting rights and shall not be entitled to any dividends whatsoever in respect of their holding of Management Shares.

5.3. The Units shall have the following rights that are attributable and used by Unitholders:

- to receive a share of profit (dividend) of the Fund if the Fund Manager decides to distribute it;
- to sell or otherwise transfer all or some of their Units to the ownership of other Persons on the secondary market or of the Fund during Unit redemption as described in Fund's Constitution and Section 13 of these Offering Material;
- under the procedure set in legal acts of the AIFC and in the Fund's Constitution, to receive a part of funds of the Fund, disburseable in case of winding up of the Fund (i.e. liquidation of the Fund);
- to take part in annual general meetings of Shareholders;
- to obtain information about the Fund under the procedure set by legal acts of the AIFC;
- other property and non-property rights provided for in AIFC legal acts and Fund's Constitution.

6. JURISDICTION AND THE APPLICABLE LAW OF THE FUND

6.1. The Fund is governed by the laws of the AIFC.

6.2. Any dispute, whether contractual or non-contractual, arising out of or in connection to the Fund and Fund Manager including any question regarding its existence, validity, or termination, shall be subject to the exclusive jurisdiction of the AIFC Court. The language to be used in the proceedings shall be English.

6.3. This Fund is an Exempt Fund for the purposes of the Collective Investment Scheme

Rules. It is intended only for sophisticated (professional) investors and is not subject to many of the requirements of the Collective Investment Scheme Rules.

7. SERVICE PROVIDERS FOR THE FUND, THEIR IDENTITY AND A DESCRIPTION OF THEIR DUTIES

7.1. **The Fund Manager** is responsible for implementing a Fund's investment strategy by performing any legal and factual actions in relation to the assets of the Fund and managing its portfolio activities. The Fund Manager makes transactions with the assets of the Fund in the interests of the Unitholders on their own behalf.

7.2. Fund Manager acts as the **Fund's Administrator**.

7.3. The Fund Manager is not liable to the Fund for the actions of the issuers in relation to non-payments on financial instruments issued by them, including, but not limited to: dividends declare, but not paid by the issuer, coupon payments and other income from financial instruments.

7.4. In addition, the Fund Manager is not responsible for the unlawful deduction by the issuer of taxes and any other amounts of the money from the number of accrued dividends, coupon payments and other income.

7.5. The Fund Manager must ensure that Fund prepares financial statements for each financial year of the Fund in accordance with the IFRS.

7.6. The Fund Manager must ensure that the Fund keeps accounting records that are:

- sufficient to show and explain transactions undertaken by the Fund;
- capable of determining the financial position of the Fund on an on-going basis; and
- record the financial position of the Fund as at its financial year end.

7.7. The Accounting Records must be:

- retained by the Fund Manager or the Fund for at least 6 (six) years from the date to which they relate;
- at all reasonable times, open to inspection by the AFSA and the Auditor of the Fund; and
- capable of reproduction, within a reasonable period not exceeding 3 (three) business days, in hard copy and available in English.

7.8. **The Kazakhstani Bank** is the bank for opening bank accounts for further receiving money from investors and for the operational activities of the fund itself. The Kazakhstan Bank is a Regulated Financial Institution that is authorised to accept deposits or Open and Operate Bank Accounts or both. Duties and liabilities of the Kazakhstani Bank will be outlined in the Banking Services Agreement signed with the Fund Manager.

7.9. **The Registrar AIX** is responsible for keeping records of Unitholders as per requirements of the AIFC Legislation and Rules and Registry Services Agreement made with the

Fund Manager. The service operated by subsidiary of AIX in the AIFC for maintaining the register of Members (the list of Unitholders) of the Fund and other Securities as the case may be.

7.10. **Central Securities Depository JSC** is the company that assign ISIN for Units of the Fund. A Central Securities Depository is a Person who holds Securities or Units in a Listed Fund in uncertificated (dematerialised) form so as to act as a repository of ownership entitlements to such Investments to enable book entry transfer of such Investments for the purposes of settlement of transactions.

7.11. The Fund Manager may appoint **the Custodian** in accordance with the terms of the Custody Agreement who shall provide safekeeping services and hold all the assets (cash and non-cash) of the Fund and perform the duties prescribed by the Custody Agreement and the AIFC Legislation and Rules.

The Custodian is liable to the Fund and the Unitholders:

- in respect of a loss of a financial instrument held in its custody (or in the custody of any third party to whom the Custodian's safekeeping functions have been delegated) unless the Custodian can prove that the loss has arisen as a result of an external event beyond its reasonable control, the consequences of which would have been unavoidable despite all reasonable efforts to the contrary;
- in respect of all other losses arising as a result of the Custodian's negligent or intentional failure to properly fulfil its obligations pursuant to the AIFC Legislation and Rules.

7.12. **The Auditor** provides annual obligatory audit for the Fund and/or the Fund Manager to prove that the accounting and net asset valuation comply with the requirements of the legislation. The Auditor shall be appointed and their duties, rights and obligations regulated in accordance with the AIFC Legislation and Rules and Audit Services Agreement made with the Fund Manager.

8. DELEGATION AND OUTSOURCING ACTIVITIES AND FUNCTIONS PROVIDED BY THE FUND MANAGER

8.1. The Fund Manager is responsible for all operations concerning the Fund and may from time-to-time delegate activities or outsource functions, but not the responsibility for conducting those activities and functions, to another Person in accordance with the Companies Rules. The Fund Manager may, subject to any restriction in the relevant Fund's Constitution or any applicable agreement between the Fund Manager and the Fund, delegate or outsource any of its Regulated Activities or delegate or outsource any of its other functions to another Person, which may be located in or outside the AIFC.

8.2. Delegation or outsourcing by a Fund Manager does not relieve the Fund Manager from any of its obligations in respect of a Fund.

8.3. The Fund Manager may only delegate or outsource a Regulated Activity on prior written notification to the AFSA at least 30 (thirty) days before the outsourcing or delegation is scheduled to take effect (the "specified date"). The outsourcing or delegation may only proceed if the Fund Manager does not receive an objection by the AFSA to the delegation or outsourcing prior to the specified date.

8.4. When delegating or outsourcing, the Fund Manager must carry out due diligence on a proposed service provider prior to effecting a delegation or outsourcing and conclude on reasonable grounds that proposed service provider is suitable to perform the relevant functions.

8.5. Any delegation or outsourcing by the Fund Manager must be made on the basis of a written agreement with the relevant service provider.

8.6. If the Fund Manager delegates any activity or outsources any function to a service provider, it must take reasonable steps to ensure that it implements and maintains systems and controls to monitor the relevant service provider.

8.7. The Fund Manager which has delegated or outsourced any functions, must review at least every 6 (six) months the carrying out of the relevant activities or functions by the relevant service provider.

8.8. If the Fund Manager discovers any non-compliance in respect of a delegation or outsourcing agreement, the Fund Manager must take immediate action to remedy the matter and, where the non-compliance is material, notify the AFSA promptly.

8.9. The Fund Manager takes reasonable steps to ensure that any dealing in relation to a Fund does not give rise to a conflict of interest.

8.10. Where a conflict of interest arises, whether in dealings with associates or otherwise, the Fund Manager must disclose to Unitholders the nature of the conflict and how the conflict will be managed.

8.11. The Fund Manager must ensure that any delegation or outsourcing agreement:

- sets out the functions or activities and service standards that will be applied to the carrying out of such functions or activities;
- provides that the service provider cannot in turn delegate any activities delegated to it, or outsource any functions outsourced to it;
- requires the service provider to maintain records to show and explain transactions in relation to each activity or function performed in relation to the Fund and to enable the Fund to prepare accounts in compliance with the CIS and any other applicable law; and
- requires the service provider to:
 - (a) retain the records for at least 6 (six) years from the date to which they relate;
 - (b) keep the records, at all reasonable times, open to inspection by the Fund Manager, the Auditor and the AFSA; and
 - (c) ensure that the records are, if requested by the AFSA, capable of reproduction within a reasonable period not exceeding 3 (three) days in hard copy and in English.

8.12. The Fund Manager must ensure that a delegation or outsourcing agreement contains an undertaking by the relevant service provider to comply with any Rules applicable to the activity and to disclose to the AFSA and to the Fund Manager any material information that it would disclose to its Financial Services Regulator, if relevant, in relation to the conduct of the delegated or outsourced activity.

8.13. The Fund Manager must ensure that the Fund does not enter into a transaction with the Fund Manager, any Affiliated Person of the Fund Manager or any other Fund managed by the Fund Manager.

8.14. The Fund Manager must maintain records of all agreements, and any instructions given to a service provider under the terms of a delegation or outsourcing agreement, for at least 6 (six) years.

9. THE FUND ADMINISTRATOR'S FUNCTION

9.1. The Fund Manager undertakes the responsibilities of the Fund Administrator.

9.2. The Fund administrator is responsible for matters pertaining to the administration of the Fund:

- processing dealing instructions including subscriptions, redemptions, stock transfers and arranging settlements;
- valuing of assets and performing net asset value calculations in accordance with Section 10 of the Offering materials;
- providing to a Fund manager appraisal reports for both listed and unlisted instruments on the periodicity given in Clause 10.11 of Section 10 of these Offering materials;
- maintaining the share register and Unitholder registration details;
- undertaking transaction monitoring and reconciliation functions;
- performing administrative activities in relation to banking, cash management, treasury and foreign exchange;
- producing financial statements, other than as the Fund's registered auditor; or
- communicating with participants, the Fund, Fund Manager, and investment managers, the Regulators and any other parties in relation to the administration of the Fund.

10. DESCRIPTION OF THE FUND'S VALUATION PROCEDURE AND THE MEASUREMENT METHODOLOGY FOR VALUING ASSETS

10.1. A detailed Fund's valuation policy and procedure are developed and implemented in cooperation with a Fund administrator to avoid any discrepancy that could occur between the managerial reports used for the internal decision-making process of the Fund manager and calculating the value of Units.

10.2. Section 10 covers a short description of procedure and methodology that could be used in the valuation process for the following purposes:

- a NAV calculation;
- evaluation of Units value;

- managerial decision-making processes.

10.3. The Fund Manager performs the accounting services with respect to the Fund:

- maintain such books and records with respect to the Fund's investments transactions;
- retain the records for at least 6 (six) years from the date to which they relate;
- all transactions of the Fund will be reflected on the Fund Manager's accounting system which will provide the underlying records for the preparation of the accounts and the Net Assets Value calculation;
- undertake monthly reconciliations of all bank accounts, cash and investments balances with the Fund administrator and the Kazakhstan Bank;
- monitor and calculate applicable contractual expenses to be accrued within the calculation of the net assets value of the Fund.

10.4. Determination of Net Asset Value.

The Fund Manager determines Net Asset Value per Unit. The assets of the Fund include the total market value of respective Fund's investments, cash and cash equivalents, receivables and accrued income. The market value of Fund's investments based on the security market quotes of the Fund's portfolio. The liabilities include the fees specified in Section 15 of the Offering Material, payables and accrued expenses.

Net Asset Value is the difference between market value of Fund's assets and its liabilities.

Net Asset Value per Unit is calculated by dividing of Net Asset Value by the quantity of classified units on a Valuation Day.

10.5. All valuations of assets and liabilities of the Fund are made applying the local and international valuation standards. Valuations are nominated in US Dollars.

10.6. The value of the assets of the Fund is generally determined on the accrual basis of accounting using IFRS (including IFRS 13: Fair Value Measurement) as a guideline.

10.7. Weighted average cost method would be the most accepted cost relief methodology. Income accruals are booked as income at the time it is earned.

10.8. The Fund Manager determines the liabilities of the Fund independently and the final Net Asset Value is calculated by deducting the liabilities from the Net Asset Value.

10.9. The Fund Manager periodically, but not less than once in a month, informs the Unitholders about composition and value of the net assets of the Fund calculated using the market price, as well as the estimate value of the Units in accordance with the internal rules of the Fund.

10.10. The Fund Manager does not provide any preferential treatment of Unitholders, all procedures and rules apply to all Unitholders.

10.11. A Fund manager and administrator exploit the following techniques recommended by the International valuation standards:

**SAPPHIRE CAPITAL OEIC LTD.
FUND OFFERING MATERIALS**

	APPROACH	TECHNIQUES	INSTRUMENTS	PERIODICITY
1	Market approach	<ul style="list-style-type: none"> • Comparable transactions; • Market quotes of liquid instruments • Comparable multiples 	Cash and cash equivalents (in case of high impairment risk)	Daily
			Listed stock	Monthly
			Listed debt instruments	
			Listed hedging instruments	
			Non-listed instruments (debts, hedges and so on)	Semiannual
2	Income approach	<ul style="list-style-type: none"> • Discounted cash flow to the firm or equity; • Dividend discounting model; • Constant growth DDM; • Capitalization model. 	Non-listed instruments (debts and others)	Quarterly
3	Cost approach	Adjusted net asset method	Cash and cash equivalents	Daily

10.12. Unquoted asset category includes direct investments to peer OEICs duly registered and licensed by AFSA and hedging instruments. It also may include thinly traded corporate debt securities that are not traded through regulated exchanges or recognized markets.

In most cases, the valuation of unquoted investments will require assessment of their specific cash flows and investment terms, with the valuation often based on comparable transaction parameters and risk adjusted discount rates.

The investments are generally held at cost for the first twelve months of ownership unless there is an apparent change in circumstances which would indicate the need for a new valuation. The costs of acquisition are used as inputs in the calculation of the buy/sell spread which is applied on a proportional basis across those investment options holding these assets.

In certain cases, where the directly held investment (or underlying investment) has a directly comparable listed counterpart, the Fund may utilize the listed price of the listed comparable to value the asset in question.

The Fund may also accept the valuation reports from independent expert valuers.

Particular valuation methods for the individual classes of unquoted investments will be determined by Fund's Manager.

In all instances whereby a valuation is adopted, the Fund will ensure that all the following is considered and documented:

- the reasons why a valuation was adopted;
- what information has been relied upon in determining the valuation;
- what the key risks are to the valuation.

11. RISK MANAGEMENT / RISK FACTORS

11.1. The Fund Manager is responsible for the performance of the risk management function. The Fund Manager will employ risk management practices in managing the Fund's investment activities.

11.2. Prospective Unitholders are advised to conduct their own due diligence, including, without limitation, as to the legal, taxation, financial and other consequences of an investment in the Fund, including the merits of investing and the risks involved.

11.3. An investment in the capital of the Fund involves certain risks, including, but without limitation, the risks below:

- **Market risk** – The Fund may experience losses due to factors that affect the overall performance of investments in stocks and shares/units of OEICs. Market risk, also called "systematic risk," cannot be eliminated through diversification. Sources of market risk include recessions, political turmoil, changes in interest rates, natural disasters and terrorist attacks. Systematic, or market risk tends to influence the entire market at the same time.;
- **Concentration Risk** – A Fund may hold no more than 20% of its net assets in one instrument. In this situation, the Fund's assets may be less diversified. In addition, such concentration may make the Fund's unit price more volatile and may reduce the liquidity of the Fund's portfolio.
- **Emerging Markets Risk** (in case of the investment in listed stocks) – Emerging markets risk occurs because emerging markets are generally smaller, less developed, less liquid and more volatile than securities markets in Developed Markets. The risk of political or social upheaval is greater in emerging securities markets. Inflation and rapid fluctuations in inflation rates have had and may continue to have negative effects on the economies and securities markets of certain emerging market countries. Moreover, many of the emerging securities markets are relatively small, have low trading volumes, suffer periods of relative illiquidity and are characterized by significant price volatility and high transaction costs.
- **Equity Risk** - Funds which concentrate on equity investments are affected by specific company developments, by stock market conditions and by general economic and financial conditions in those countries where the investments are listed for trading. Equity funds generally tend to be more volatile than fixed income funds, and the value of their units may vary more widely than fixed income funds.
- **Foreign Currency Risk** – Currency risk occurs when the Funds invest in assets denominated in currencies other than US Dollar. Changes in foreign currency exchange rates will affect the value of the portfolio.
- **Operational risk** – This may come in form of counterparty platform failure during trading.
- **Liquidity risk** – Liquidity is the ability of the Fund to sell its investments without suffering losses. Liquidity risk stems from the lack of marketability of an investment that can't be bought or sold quickly enough to prevent or minimize a loss. To forestall

this, the Fund will seek the highly stable investors or partners that will be capable to buy interests owned by Fund.

- **Dividend payment risk** – Though the Fund has approved its dividend payment policy, payment of dividend to Unitholders is not guaranteed and will depend on profitability of activities, investments plans and the general financial situation.
- **Geopolitical risk** – There is a risk that geopolitical changes can have an effect on activities of the Fund (e.g. conflicts of States, internal conflicts in neighbouring States, insurrections, wars) and for this reason the investment value of the Fund can decrease or it may be impossible to sell the Fund's investments at the desired time for the desired price.
- **Risk related to statements in the future tense** – Statements in the future tense are based on estimate, opinion, expectations and forecasts regarding future events and financial trends that will possibly have an effect on the activities of the Fund. Statements in the future tense include information about possible or presumable results of the Fund's activities, investment strategy, contractual relationships, borrowing plans, investment conditions, effect of future regulation and other information. The Fund cannot assure that statements in the future tense will reflect future events and circumstances fully and correctly. The Fund, the Management Company and its employees do not undertake to adjust or modify statements in the future tense, except to the extent required by laws of AIFC.
- **Risk of valuation of the Fund's assets** – The assets of the Fund will be evaluated according to the main rules set in Constitution and the Valuation Policy. Valuation of individual assets held by the Fund shall be performed by at least one independent appraiser, however such valuation of assets shall be only determining the value of the assets, which does not automatically mean the exact sale price of an investment held by the Fund, which depends on many circumstances, for example, economic and other conditions, which cannot be controlled. Thus, the sale price of investments held by the Fund can be higher or lower than the value of assets determined by a property appraiser.
- **Competition risk** – The Fund, investing into investment objects, will compete with other investors, including, without limitation, with other investment funds/companies or real estate investment funds. Thus, there is a risk that competition with other investors will demand that the Fund would conduct transactions at less favourable conditions than it would be possible in other cases.
- **Risk related to possible liability of the Fund** – There is a risk that the activities of the Fund and the general performance results of the Fund can be negatively affected by demands and claims regarding non-disclosed or non-identified obligations and/or violations in connection with investments acquired by the Fund, which may result in the Fund's liability for such obligations and/or violations and for this reason the value of the Fund's investments and, at the same time, the price of the Units can significantly decrease.
- **Risk of insolvency of the Fund** – In case of realisation of one or several of the above-indicated risks, which would have a negative effect on the value and/or liquidity of investments of the Fund, this can result in the Fund's solvency problems, when the Fund will be incapable of fulfilling its obligations. In such a case, Unitholders can lose all

their funds invested into the Fund.

- **Risk related to the duty to redeem Units of the Fund** – Legal acts provide for a duty of the Fund in certain circumstances to redeem its Units from the Unitholders that requested such redemption. Accordingly, if the Fund becomes subject to the duty to offer to the Unitholders redemption of its own Units and if such a redemption is requested by the Unitholders holding a significant number of Units, the Fund can be forced to sell its investments urgently, which can significantly reduce the return earned by the Fund from sale of its investments.

11.4. The Fund Manager maintains a liquidity management process to monitor the liquidity risk of the Fund, which includes, among other the liquidity, the subscription and the redemption process.

11.5. The Fund Manager controls the liquidity risk of the Fund by monitoring the structure of assets and liabilities in terms of duration of the redemption process by Unitholders and information on future cash flows.

11.6. The Fund Manager will maintain tools and methods of measurement, the use of stress tests under both normal and exceptional liquidity conditions, in particular to manage the subscription and redemption process of the Fund Units.

11.7. The Fund Manager will keep a minimum liquidity buffer to meet immediate or emergency cash outflows. The liquidity buffer will be invested in cash, cash equivalents and money market instruments with a duration in line with every redemption date, thus ensuring the increase in liquidity buffer in redemption periods. The minimum amount of liquidity buffer should not be less than 5% of Fund's total assets.

12. THE BOARD OF DIRECTORS

12.1. Management of the Fund shall be transferred to the Fund Manager, therefore, following the AIFC Legislation and Rules, and the rights and duties of the Board and the head of the Fund, as set in the Law of the AIFC, shall be transferred to the Fund Manager and its representative.

12.2. No other management bodies shall be formed in the Fund. However, in accordance with the requirements of AFSA the Fund Manager may appoint a Director to drive daily activities of the Fund.

13. SUBSCRIPTION/REDEMPTION PROCEDURE

13.1. Subscription Form: in order to subscribe for Units of the Fund the proposed Unitholders shall execute a Subscription Form whereby the Unitholders irrevocably commits to contribute a minimum subscription amount of USD 50 000 cash in the Fund.

13.2. Nominal Price per Unit will be applicable for initial subscription. Initial subscription starts from first subscription and ends on a date when Fund will start its investment activities.

13.3. Procedure for the purchase of Units is as follows:

13.3.1. Units shall be purchased by signing a Unit Purchase Agreement and paying the Nominal Price of Units in USD no later than within a term indicated in the Unit subscription agreement or by transferring the ownership of an in-kind contribution to the Fund in forms of marketable securities or identifiable liquid assets.

13.3.2. The Unit Purchase Agreements are subject to the terms of this Offering Materials.

13.3.3. The Unit Purchase Agreements must indicate that if a person who purchase for Units does not pay for the purchased Units in full within the term set in the Unit Purchase Agreement, it shall be deemed that the Unit Purchase Agreement was terminated and expired, and a relevant number of Units subscribed for by such a Unit Purchase Agreement was not purchased.

13.3.4. Only Eligible Investors may purchase the Units.

13.3.5. Application to purchase the Units must be made in the form provided by the Fund Manager, which should be sent to the Fund Manager at the address or e-mail address set forth in by the Fund Manager.

13.3.6. Where applications are made by e-mail, the original written form should be forwarded without delay to the Fund Manager. Units will not be issued until the original application form and all other relevant due diligence documents have been received by the Fund Manager.

13.3.7. Form of Unitholding. Units will be held in registered form. Unit certificates will generally not be issued, nor will any other documentation be issued, other than number and details of the Units that have been allotted. However, confirmation notices will be sent to subscribers only after approval of their application form and satisfactory completion of due diligence.

13.4. Redemption of Units subject to the following procedures:

13.4.1. The price of the redeemed Units shall be calculated according to latest calculated Net Asset Value if there were no material changes that might make establishment of the Net Asset Value inevitable

13.4.2. All references to a “Valuation Date” will be taken to mean an “End of Quarter”. Valuation Date is the day on which the NAV is determined and the value of “Unit” is quoted.

13.4.3. Redemption request should be given to Fund manager at least 20 (twenty) Calendar days before to the redemption dates.

13.4.4. Redemption amounts shall be paid in cash, at the latest 30 (thirty) Calendar Days after the NAV Calculation Date. Payments are made by wire transfer, and any costs incurred therewith will be borne by the redeeming Unitholder. Redemption proceeds may not be paid in-kind.

13.4.5. A redemption order will not be treated as valid unless it is in respect of Units which are registered and for which the issue price has been fully paid.

14. ISSUANCE OF UNITS PROCEDURE

14.1. Subject to the Companies Regulations, the Fund has variable capital, the maximum amount of which shall be 20,000,000 (twenty million) Units.

14.2. The Nominal Price per Unit shall be USD 1. Holders of Units shall have the rights described in this this Offering Materials.

14.3. Newly issued Units can be offered to persons other than the Unitholders only in case the current Unitholders did not subscribe for all the Units planned to be issued within a period set by a decision of the Management Company, which cannot be shorter than 10 calendar days and longer than 30 calendar days.

14.4. Units of a new Unit issue must be paid within the term set in the Unit subscription agreement, which cannot be longer than 30 Business Days.

14.5. Units of the Company may be paid in cash or in-kind contributions in forms of marketable securities or identifiable liquid assets acceptable in accordance with the Fund's investment strategy.. Assets which are not in a scope of Investment strategy of a Fund will be permitted as contribution.

14.6. Any in-kind contribution shall be agreed upon between the Manager and Investor and is subject to independent valuation by the Fund's Auditor.

14.7. New Units shall be issued only after the money is credited to the bank account of the Company or once an in-kind contribution is owned by the Company.

15. FEES OF THE FUND

15.1. The fees, charges and other expenses of the Fund may be taken out of Fund's property and the basis for determination of the amount of such fees, charges and other expenses.

15.2. Management Fee is the fee fixed and calculated on Net Asset Value and payable at the quarterly basis within 15 (fifteen) Business days following the end of each quarter. The Management Fee is payable to the Fund Manager whether or not the Fund is profitable.

15.3. Management Fee for the initial year of the Fund is fixed at 2% per annum and subject to annual review by the Fund Manager with a written notice to the Unitholders of Fund within 10 (ten) Business days following end of each calendar year.

15.4. The Fund will pay, from its assets, such costs and expenses as the Managing Company reasonably determine to be necessary, appropriate, advisable or convenient for the conduct of the business of the Fund including:

- commissions and other costs of executing transactions, whether or not consummated;
- bank cash transfer fees;
- fees in connection with the custody of Fund assets (if any);
- expenses of preparation and translation of information about the Fund (including documents and agreements of the Fund) and its presentation to Unitholders;

- all costs and expenses arising out of the Fund’s indemnification obligations;
- taxes (if any);
- costs related to the Fund’s investment and operating activities: fees of Central Depository of the Republic of Kazakhstan, AIFC and AFSA fees;
- fees connected with the winding-up of the Fund.

15.5. Charges, duties, and taxes may be applied to the Fund’s assets by financial regulators, stock exchanges, tax authorities, governments, or other regulatory bodies. External service providers' fees must be based on legal agreements between involved parties.

The sum of costs of these external service providers (stock exchanges, banks, broker(s), custodian, registrar(s), auditor, legal advisor, legal help etc.) may not exceed 3% of the Fund’s NAV. Otherwise, Fund Manager must cover all external service providers' costs that exceed the beforementioned 3%.

15.6. Success fee

In addition to the Management Fee, the Fund Manager is entitled to a Success Fee accrued and paid semi-annually within 15 (fifteen) Business days after the end of the period in accordance with fee schedule below.

Fund’s net profit	Threshold	Success fee
up to 5% (inclusively)	0%	0%
5%-10% (inclusively)	5%	20%
10%-15% (inclusively)	10%	25%
Above 15%	15%	30%

For the avoidance of doubt, the Success Fee will be charged against the entire net profit of the Fund.

If the sum of paid fee exceeds the sum of accrued fee by the end of the year, the Fund Manager must compensate the difference to the Fund.

15.7. Subscription fee – 0,1% payable in advance.

15.8. No promotional payment, performance fee or benefit may be made out of or given at the expense of a Fund to its Fund Manager unless it is permitted by the Fund's Constitution and specified in the Fund's Offering Materials.

16. DESCRIPTION OF RECOGNITION, IDENTIFICATION AND REQUIREMENTS FOR ELIGIBLE INVESTORS

16.1. Units of the Fund are offered to investors who are “Professional Clients”, as described in applicable Astana Financial Services Authority Rules. Under no circumstances will the Fund Manager accept a subscription for Units, whether initial or subsequent, if its distribution

cannot be made in reliance on any such exemptions.

16.2. The Fund Manager will be responsible for the Investor on-boarding, including carrying out the “know-your-customer” (KYC) and “anti-money laundering” (AML) procedures. These procedures are put in place, developed in accordance with the requirements of the AIFC Anti-Money Laundering, Counter-Terrorist Financing and Sanctions Rules and include but not limited to the following provisions:

- the provisions on accepting Investors;
- the provisions on the termination of business relationships;
- the provisions on the grounds for refusing to establish business relationships and/or to conduct operations;
- the provisions on identifying the customer (its representative) and the beneficial owner, in accordance with the provisions of the Part 14-1 of the AIFC Companies Regulations;
- the provisions on conducting Simplified and Enhanced Due Diligence of the Investors;
- the provisions on assessing the risk level of the Investor and the basis for assessing such risk.

The Fund Manager will undertake all reasonable steps to hold and update the abovementioned procedures, continuously monitor the risk indicators, and maintain a complete profile of the Investors.

16.3. The Investor shall present the Fund Manager the following information and documents, necessary for the conduct of the due diligence procedures and for the assessment of the eligibility of the Investor based on the abovementioned procedures:

- Investor’s full legal name;
- Investor’s date and place of birth;
- Investor’s nationality;
- Investor’s Residential Address and, if different, an address for service of notices;
- copy of the Investor’s Identity document;
- copies of timely and relevant documents confirming the Source of wealth of Investor;
- copy of the Identity document of the Investor’s representative (if applicable);
- copy of the document confirming the rights to represent the Investor (if applicable);
- copies of the timely and relevant documents confirming the Ultimate beneficial owners of the Investor (if applicable).

16.4. Verification of the accuracy of the information will be conducted through reconciling with data from available sources, copies of supporting documents including

information and extracts from databases containing information from available sources.

17. THE TOTAL AMOUNT OF LEVERAGE EMPLOYED BY THE FUND

17.1. The Fund could use the leverage up to 50% from the total equity.

Liabilities of the Fund	Maximum leverage	Comment
Loans and debts	50%	The Fund could use loans and debts from other entities for the investment purposes.

17.2. The Fund will pledge its assets as collateral. No collateral should be pledged in excess of Fund's NAV.

17.3. The Fund will cautiously and limitedly use borrowings and stock lending as well as may have net short exposure to the market in line with permits/limits of AFSA regulations. The purpose in use of borrowings and leveraged instruments is to amplify the returns of tracked instruments or the Fund's required absolute return itself.

The Fund may be leveraged up to 150% of its NAV as a result of its investments. Manager will ensure that the Fund is not leveraged beyond this limit and must set up a continuous monitoring system to ensure the compliance to said limits. Any short positions (borrowings) in excess of 50% of Fund's NAV must be closed immediately.

18. THE DURATION AND SUSPENSION OF THE FUND

18.1. The duration of the Fund is unlimited.

18.2. The Fund is active until a decision is made to close it by the Fund Manager due to one of the following reasons:

- Fund Manager decides that long-term conditions for investment activity in financial markets are not any longer favorable;
- Fund Manager decides to cease its operations voluntarily;
- political upheavals and other force majeure situations (natural disasters, war, etc.);
- Other.

18.3. In case of liquidation, the Fund's assets are distributed in the following order:

- Fund's liabilities to external service providers and all trading operations are settled;
- obligations to Unitholders;
- all other liabilities

18.4. The Fund Manager may continue the suspension of dealings in Units only for so

long as it reasonably believes that the suspension is in the interests of the Unitholders of the Fund.

18.5. Upon any suspension of dealings in Units, the Fund Manager must notify the Unitholders of the Fund and the AFSA as soon as practicable in writing of the suspension and its reasons for doing so.

19. DESCRIPTION OF THE ARRANGEMENTS IN PLACE FOR THE SAFEKEEPING OF CASH HELD BY OR ON BEHALF OF THE FUND PENDING INVESTMENT OR DISTRIBUTION TO UNITHOLDERS

19.1. Management of Fund's money subject to AIFC Conduct of Business rules 8.2. (Client Money: Investment Business) and 8.3. (Client Investments Rules). In the event of a conflict between the terms of these Offering Materials and aforementioned parts of the AIFC Conduct of Business rules, the latter shall prevail.

19.2. The Fund Manager will carry out separate accounting of the Fund's assets and present financial and other statements on them separately from own assets and assets of other investment funds.

19.3. The Kazakhstan Bank receives cash from Unitholders to the bank accounts opened in the name of the Fund. Those bank accounts will be used for redemption purposes as well. The Kazakhstan Bank is Authorized Firm with appropriate license. The Kazakhstan Bank is not affiliated organization with the Fund Manager.

19.4. The Fund Manager promptly distributes the cash from Kazakhstan Bank for further investment activities.

19.5. The Fund Manager will provide due diligence on third-party providers, based on credibility, reputation and will enter into written agreements which will confirm the separate holding of Fund assets.

19.6. The Fund Manager will keep a record of Investor's accounts and provide at least annually the reports.

20. RELATED PARTY TRANSACTIONS.

20.1. All related party transaction in excess of 5% of Fund NAV is required to be granted by Majority of Fund Unitholders.

20.2. The Fund Manager must provide written notice to Unitholders before a Fund enters into any Related Person Transaction.

20.3. Related Party transactions must be disclosed in Annual Fund return to the AFSA.

This summary is not exhaustive of all AIFC Legislation considerations applicable to an investment in Units. Moreover, the Fund Manager is required to update an Offering Materials under circumstances of any significant changes in legislation, Investment Strategy and any other point which will be classified as significant.

21. HANDLING OF COMPLAINTS

Receipt of Complaints

Written Complaints

All written complaints must be date stamped on the day of receipt in the office. This will evidence adherence to the timescale for complaints handling. Complaints by e-mail also fall into this category and should be printed upon the day of receipt. The date of receipt will be automatically included on the printout.

Verbal Complaints

The Fund will assess whether or not the client is actually complaining and will attempt to resolve the complaint during the course of their conversation. Any complaints resolved verbally will be recorded in the Complaints Log but will be flagged as NON-REPORTABLE.

Responding to Complaints

On receipt of a complaint, a respondent must ensure that the complainant is kept informed thereafter of the progress of the measures being taken for the complaint's resolution send the complainant a prompt written acknowledgement providing early reassurance that it has received the complaint and is dealing with it

Acknowledgement of complaint

The Fund should acknowledge with a complaint matter within 7 (seven) business days and to respond with preliminary results of investigation

Final or other response

The respondent must, by the end of 30 (thirty) business days after its receipt of the complaint, send the complainant:

- a final response
- or a written response which explains why it is not in a position to make a final response and indicates when it expects to be able to provide one
- informs the complainant that he may now refer the complaint to the AFSA.

In exceptional situations, if a full reply cannot be given to all the points raised in a complaint for reasons beyond the control of the firm, then the firm will send a holding reply, clearly indicating the reasons for the delay in providing a full reply to the complaint and specifying the deadline by which the payment service user will receive a full reply. The deadline must not be later than 35 (thirty-five) business days after the day on which the firm received the complaint.

22. FUND MANAGER LIABILITIES

22.1. The Management Company must:

- act in a fair, correct and professional manner on the terms best for the Fund and its Unitholders and in their interests and ensure integrity of the market;
- act carefully, professionally and prudently;
- exercise the degree of care and diligence that a reasonable person would exercise if he/she were in the Manager's position;
- if there is a conflict between the Unitholders' interests and Manager's interests, priority belongs to the Unitholders' interests;
- not improperly make use of information acquired through being Fund Manager in order to gain an advantage for itself or another person, or cause any damage or harm to the Unitholders;
- ensure that the Fund's property is clearly identified as Fund property and held separately from the Manager's property.
- have reliable administration, accounting and record-keeping procedures, electronic data processing control and security measures and a proper mechanism of internal control, including the rules on personal transactions in financial instruments conducted by employees of the Management Company and transactions in financial instruments conducted at the expense of the Management Company;
- ensure that documents of and information about taken investment decisions, conducted transactions would be kept for at least 6 (six) years after the date of taking an investment decision, conduction of a transaction or performance of an operation, unless legal acts set a longer term of keeping documents;
- have such an organisational structure that would help to avoid conflicts of interest. When it is impossible to avoid conflicts of interest, the Fund Manager must ensure that Unitholders are treated fairly;
- ensure that assets of the Fund would be invested according to the investment strategy set in these Constitution and requirements set in legal acts of the AIFC;
- perform other duties set in legal acts of the AIFC.

22.2. If at any time, there is a material change affecting any matter contained in the Offering Materials for a Fund or a significant new matter arises, the Fund must either before or promptly following the effective date of such material change or new matter, issue updated Offering Materials which clearly explain the material change or significant new matter.

23. PROCEDURE OF DISTRIBUTION AND PAYMENT OF DIVIDEND TO UNITHOLDERS

23.1. Dividend is a share of Fund's profit assigned to a Unitholder, proportionate to the nominal value of Units owned by him.

23.2. Decision on payment of dividend shall be taken by the Management Company. The Management Company may at its sole discretion decide to re-invest the Fund's profits instead of

dividend distribution.

23.3. In case of payment of interim dividend, a set of financial statements of the Fund must be drawn up and audited/reviewed no earlier than 15 (fifteen) Business days before making decision to distribute dividend.

23.4. The Fund shall pay the distributed dividend within one month after the date of the decision of the Fund Manager to pay dividend.

23.5. Dividend payable to Unitholders shall be transferred to the bank accounts indicated by the Unitholders or (if a Unitholder's data is unknown or unavailable) to a deposit account under the procedure set by legal acts.

23.6. The Fund shall pay dividend in US Dollars or Kazakhstani Tenge at exchange rate established by National Bank of Republic of Kazakhstan on a date of payment.

23.7. The right to receive dividend shall be vested in Persons who were Unitholders or had the right to dividend on any other lawful grounds at the end of the record date of Manager's corresponding decision to pay dividends.

24. REPRESENTATIONS, WARRANTIES AND INDEMNITIES

24.1. Statements made in these Offering Materials are, except where otherwise stated, based on the AIFC Legislation and Rules currently in force, which may be subject to amendments. No person has been authorised to give any information or to make any representation in connection with the offering or redemption of Units (Participation Shares) other than those contained in these Offering Materials and, if given or made, such information or representation must not be relied upon as having been authorised by the Fund.

24.2. The investment objective of the Fund set forth in the Fund's Constitution is an objective only. There can be no assurance that the Fund's investment objective will be achieved. That investment objective is not a guarantee, forecast, projection, representation and must be viewed in the context of the risks and considerations set forth in the Fund's Constitution and these Offering Materials.

24.3. To the fullest extent permitted under applicable law, the Unitholder shall indemnify and hold harmless the Fund, the Fund Manager, their respective affiliates, representatives, officers, directors, members, agents, managers, employees or controlling persons, any placement agent (if applicable), and their respective officers, directors and controlling persons, and each holder of Units ("Indemnified Parties") from and against any and all expenses, losses, claims, damages, liabilities and actions, suits or proceedings (whether civil, criminal, administrative or investigative and whether such action, suit or proceeding is brought or initiated by the Fund or a third party) that are incurred by or threatened or completed against the Indemnified Parties or any of them (including, without limitation, legal fees and expenses, judgments, fines and amounts paid in settlement) based upon, resulting from or otherwise in respect of:

- any misrepresentation or misstatement of facts, or omission to represent or state material facts, knowingly misrepresented, misstated or omitted by the Unitholder concerning the Unitholder, the Unitholders suitability or authority to invest or the Unitholder's financial position in connection with the offering of the Units, including, without limitation, any such misrepresentation, misstatement or omission contained in or accompanying the

subscription information forms submitted by the Unitholder, or

- the material breach of any of the Unitholder's representations, warranties, agreements or covenants set forth in Unit Subscription documentation or in any other document provided by Unitholder to the Fund or in any agreement executed by Unitholder with the Fund or the Fund Manager in connection with investment in the Unit; provided, however, that such person shall not be so indemnified with respect to any matter resulting from its gross negligence, fraud, gross professional misconduct, wilful default, wilful illegal act, any conscious and material breach or material violation of applicable laws.

25. CLIENT COMMUNICATION AND REPORTING

25.1. All the communications between the Fund Manager and Unitholders, including periodic reports, will be organised by means of emails or private channels on available social media platforms, whichever is preferred by each Unitholder.

25.2. The Managing company prepares and sends reports on changes in the NAV and Unit price for the quarter within first 15 (fifteen) Business days of the month following the end of each quarter.

25.3. Quarterly reports shall contain the following content:

- client identification;
- the number, description, and the current value of Units of the Fund;
- the total value of the portfolio and its composition including the amount and proportion of cash held in the Fund.

END OF THE DOCUMENT

Sultan Urazakov
CEO