

Client Agreement

This Client Agreement (hereinafter referred to as the "**Agreement**") is entered into between:

(1) Investment Club BRICS+ Ltd., a private company registered in the Astana International Financial Centre ("AIFC") under business identification number 240940900602 , with its registered office at Office 5, Al-Farabi avenue, Building 21/1, Astana, Republic of Kazakhstan; and

(2) You, as a participant of the Investment Club BRICS+ Ltd.

1. Introduction

This Agreement establishes the terms of the relationship between the Private company Investment Club BRICS+ Ltd., ("ICBRICS+") and you as a participant of ICBRICS+. Some provisions (clauses 1-5 and 20-32) apply to all ICBRICS+ participants, others (clauses 6-15) apply only to ICBRICS+ participants to the extent they act as Investors/Lenders, and the remaining (clauses 16-19) apply only to ICBRICS+ participants to the extent they act as Issuers/Borrowers. You must carefully read these terms before agreeing to them, and we strongly recommend that you retain a printed or electronic copy of this Agreement for future reference. If you have any questions about this Agreement, please contact compliance@brics-invest.club.

2. This Agreement

2.1. Status. This Agreement is a binding contract between you and us, outlining your and our rights and obligations regarding your participation in ICBRICS+, the use of the Platform, and takes effect when you signify acceptance of this Agreement or when the Client gives the Company an order to enter into a Transaction. By entering into this Agreement, you confirm that you agree to comply with and be bound by all of its terms.

2.2. Interrelation with other agreements. In addition to this Agreement, you and we may enter into additional agreements. For example, if you act as an Issuer/Borrower, you may enter into an Agreement on the Terms of Fundraising with us. If you successfully attract capital through the Platform, you and the Investor/Lender may also enter into a Loan Agreement or Subscription Agreement. Each time you make investments through the Platform and use the

Website, it is considered that you agree to our User Agreement Annex #3. Our Privacy Policy also contains detailed information on how your personal data will be used. These and other agreements you may enter into, and notifications you receive in connection with the use of the Platform, collectively referred to as "Platform Agreements," are intended to complement each other and should be read and interpreted together. However, in the event of a conflict, the terms of any agreement you agree to after this Agreement will prevail over the terms of this Agreement. While the terms of this Agreement will take precedence over the terms of any agreement you have agreed to or notice provided to you before this Agreement (including, without limitation, the User Agreement and Privacy Policy).

2.3. Amendments. We may make changes to this Agreement from time to time, for example, to make it clearer, to comply with legal or regulatory requirements, to keep pace with industry developments, reflect changes in our business, products, or services, or address matters that do not affect your substantial rights. If we make changes that affect any of your fundamental rights, we will notify you of such changes no later than 10 business days before they come into effect for you. Such notice may be provided by email, by notifying you when you log in to the Platform, or by other means. If we provide you with such notice and you do not object to the amendment as specified in the notice before the amendment comes into effect, it will be deemed that you have agreed to the amendment. If you object to the amendment, such amendment will not apply to you, but your objection will be considered as your notice of termination of participation in ICBRICS+ under clause 20.1.

3. Right to Participate

3.1. Joining. To join ICBRICS+ as a participant, you must be either (a) an individual who has reached the age of 18 (referred to as "participant - individual"), or (b) a legal entity, including a private company, limited partnership, limited liability partnership, or another form of legal entity (referred to as "participant - legal entity"). By entering into this Agreement, you warrant to us that you meet the criteria of a participant - individual or participant - legal entity and that you are not subject to the legislation of any territory that would make your participation in the Platform unlawful.

3.2. Termination of Participation Right. You must promptly notify us if you lose the right to be a participant. If you inform us or if we otherwise find that you have ceased to have the right to participate, your membership in ICBRICS+ will be suspended in accordance with clause

20.3. If you subsequently regain the right to be a participant and notify us of this, your participation in ICBRICS+ may be reinstated at our discretion.

3.3. One-Time Participation. You may become a participant of ICBRICS+ only once. You may not attempt to create multiple accounts for yourself using different email addresses or other identifying information. If you attempt to do so, your participation may be terminated in accordance with clause 20.2.

3.4. Agents. If you are a participant - legal entity, to facilitate the registration process on the Platform, you must appoint at least one individual (agent) who may be your employee or any individual to perform actions on your behalf. Your agent must provide their details as your appointed representative in the Platform registration form. You have the right to replace your agent at any time, in which case the agent to be replaced or one of your directors or officers must notify us of this. Your agent is not a participant - individual (except in cases where he or she joins separately as such) and has rights and obligations under this Agreement only to the extent that he or she acts or attempts to act on your behalf. In this Agreement, any reference to "you" relating to the performance of a specific action through the Platform or the completion of anything else that can only be physically done by an individual should be considered as a reference to your agent performing it on your behalf, and any other reference to "you" should be considered as a reference to you as a participant - legal entity or a participant - representative of a governmental entity.

4. Our Relationship with You

4.1. Participant. Upon entering into this Agreement, you become a participant of ICBRICS+ and remain a participant of ICBRICS+ until your membership is terminated or suspended in accordance with section 20. Our obligations to you as a participant of ICBRICS+ are outlined in this Agreement and other Platform agreements. You are not our client or customer according to the AIFC Regulations and Rules, except as provided in section 4.2.

4.2. Client. If and to the extent that you make investments through the Platform or attempt to attract capital through the Platform, you are our client, and we will consider you as our client in all matters related to such investments or capital attraction. Unless we notify you otherwise, we will categorize you as a "retail" Investor/Lender in accordance with the AIFC Regulations and Rules.

4.3. No Recommendations and Advice. We do not provide advice or recommendations regarding any aspect of transactions conducted through the Platform, except for advice on the technical use of the Platform. This means, among other things, that we cannot provide you with any investment, legal, tax, or other advice in connection with your membership or any investments you make through the Platform, and nothing on the Platform or in any messages we send you constitutes advice or a recommendation. If you need or want advice, you should consult with an appropriate professional financial, legal, tax, or other consultant.

4.4. Place of Business. By entering into this Agreement, you agree that all activities we undertake with you take place in the AIFC, regardless of where you may physically be when using the Platform or interacting with us. This means that you agree that our activities are regulated only by the laws of the AIFC, not the laws of any other country where you may be physically located at any given time, and therefore, any redress you may seek from us must be in accordance with the laws of the AIFC. However, you agree to comply with all relevant laws and regulations that may apply to the use of the Platform in any jurisdiction where you may be located. Without prejudice to this clause 4.4 or clause 31.9, you agree that under no circumstances will you make any statements that our activities are conducted in or subject to the laws of any jurisdiction other than the jurisdiction of the AIFC.

5. Platform

5.1. Role. Your interaction with us and other ICBRICS+ participants will take place almost entirely through the Platform. If you act as an Issuer/Borrower, you will use the Platform both in the process of seeking investments and to inform your Investors/Lenders after the completion of the investment. If you act as an Investor/Lender, you will use the Platform to make investments, including transferring funds, and to track the progress of your investments after completion, which may include receiving returns from sales or dividends. Additionally, most communications between us and you, as well as between you and other ICBRICS+ participants, will be conducted through the Platform. There are certain exceptions when we may interact with you or you may interact with other ICBRICS+ participants via email, phone, or in person, but in general, you should expect that you will not be able to communicate with us or other ICBRICS+ participants using any other means except the Platform. If you are uncomfortable using the Platform for such interaction, you should not sign this Agreement and become an ICBRICS+ participant.

5.2. Access. Access to the ICBRICS+ Platform is facilitated through an authentication token. The authentication token may consist of a username and password set by you or an authentication token provided by an external platform where you have an account. Your participation in ICBRICS+ is personal to you and is not transferable. As long as the correct authentication token is used, we will consider you the person conducting activities on the Platform. You may have one or more authentication tokens, and we may request or not request additional authentication tokens from you to allow you to perform certain actions on the Platform. You may not permit other individuals or devices to access your authentication tokens (including, but not limited to, transferring or accidentally disclosing your authentication tokens). If you do so, you will be fully responsible for all actions on the Platform by the person or device to which you granted access, and any other person or device to which that person or device granted access. We will not be liable to you for any losses, damages, or expenses arising from your granting access to your authentication tokens. You should be aware that we may terminate or suspend your access to the Platform under certain circumstances, as described in clauses 20 and 21.

5.3. Security. Your authentication tokens are the methods we use to identify you, so you must consistently ensure their security. You must immediately notify us if you suspect or learn that the security of your username or password, or the account or accounts you use to log into the Platform, may be compromised. If we receive such notification from you or determine that the security of any of your authentication tokens may have been compromised, you will not be able to access the Platform until measures are taken to verify your identity.

5.4. Profile. At a certain stage after logging into the Platform, you will be prompted to fill out a profile. The information you provide in your profile is the basis on which we identify you for the purpose of communicating with you, fulfilling any reporting obligations we have to any regulatory or governmental authorities, and conducting any anti-money laundering checks or other checks we perform on you (as described in clause 8.2), and which you may modify at any time. To the extent that you decide to make your profile "public" for certain purposes, it will also be the basis on which other ICBRICS+ participants identify you. You must fill out the profile truthfully, and you must keep the information in the profile up to date.

5.5. Content. You are fully responsible for any content posted by you on the Platform, including your profile, information about your activity for which you are seeking investments (as described in clause 17), information posted in connection with the post-investment process (as described in clauses 11 and 18), and any other information posted by you. You may not post, transmit, or share on the Platform any information that does not belong to you or for which you do not have permission to display, publish, or post. Neither we nor other ICBRICS+ participants are responsible for the content of the information you provide, and you agree to indemnify us and other ICBRICS+ participants for any losses, damages, or expenses arising from or in connection with any content of information posted by you on the Platform.

5.6. Interaction with other ICBRICS+ Participants. You are fully responsible for your interaction with other ICBRICS+ participants. We reserve the right, but are not obligated, to monitor actions and disputes between you and other ICBRICS+ participants, and we reserve the right to delete any messages you post that we deem offensive, trolling, spam, or otherwise inappropriate messages (including any discussions of legal proceedings).

Provisions Applicable Only to Investors/Lenders

6. Admission to Investing

6.1. Client Classification. We need to classify you as a retail or accredited Investor/Lender in accordance with the rules of the AIFC. This classification may limit the amount of funds you can invest in one Issuer/Borrower during any 12-month period. If you are classified as a retail Investor/Lender, this will limit the maximum amount you can invest on the Platform in one Issuer/Borrower during any 12-month period, as stated in clause 7.3.23 of the AIFC Authorised Market Institution Rules. If you are classified as an Accredited Investor/Lender in accordance with clauses 2.4 and 2.5 of the AIFC Conduct of Business Rules, all the above restrictions will be lifted.

Guidance

The Company must classify as a Retail Lender or Retail Investor any Client that is not an Accredited Lender or Accredited Investor.

According 7.3.1. (5 (a)) AIFC Authorised Market Institutions Rules (AIFC AMI Rules) “Accredited Lender or Accredited Investor” means:

1. (a) in respect of a Loan Crowdfunding Platform, any natural person who lends or intends to lend for a total consideration of at least USD 100,000 (or an equivalent amount in another currency) per Borrower across one or more Permitted Loans in any 12-month period; or
2. (b) in respect of an Investment Crowdfunding Platform, any natural person who acquires or intends to acquire Permitted Investments for a total consideration of at least USD 100,000 (or an equivalent amount in another currency) per Issuer across one or more offers in any 12-month period; or
3. (c) an Authorised Person; or
4. (d) a Body Corporate.

6.2. Foreign Territories. Foreign citizen participants of ICBRICS+ cannot become participants with the right to invest if their access to investment opportunities and investment through the Platform would contradict the legislation or other regulatory requirements of their country.

7. Type and Structure of Investments

7.1. **Type of Investments.** If you become a participant with the right to invest, you will have the opportunity to invest in some or all types of investments that are available on the Platform from time to time. Each of these investments consists of shares, bonds, or other securities or instruments, including loans (which we collectively refer to as "securities"), in one or more Issuers/Borrowers or organizations investing in Issuers/Borrowers. In some cases, these investments will be managed through an agreement, as described further in clause 7.2.

7.2. **Investment Structure.** When you decide to make investments through the Platform, your securities in one or more Issuers will be administered by us under separate agreements entered into between you and us. In cases where we manage your shares, you will be the beneficial owner of the Issuer's shares.

7.3. **Non-Public Offers.** The opportunity to invest in the shares of an Issuer, as described in this section 7, may also be considered an "offer" of these shares to you. By entering into this Agreement, you expressly agree that you consider and will treat for all purposes any such offer (a) as "not made to directly or indirectly result in such securities being made available to persons not receiving the offer," and, as a result, (b) as a "non-public offer" but a "Securities Placement Offer" under Rule 1.1.2 of the AIFC Market Rules.

8. Investment Account

8.1. **Purpose.** If you become a participant with the right to invest, after logging into the Platform, you will be able to access the section called "My Investments." The purpose of this page is to show your investment activity in ICBRICS+ and the status of each investment made by you on the Platform.

8.2. **Identity Verification and Anti-Money Laundering.** In accordance with the AIFC Rules and other applicable regulations, we have certain obligations to verify the identity of clients acting as Investors/Lenders and to conduct anti-money laundering checks. To fulfill these obligations, we may use third-party identity verification services to confirm your identity when you first attempt to make investments through the Platform. In case this service cannot confirm your identity to a sufficiently reliable level, you may be asked to send us physical or scanned versions of certain identity-confirming documents. Likely, after you make your first investment through the Platform, we may need to conduct additional identity verification. By entering into this Agreement, you explicitly agree that we may conduct any such checks, and you will not be able to make investments until these checks are passed. We are not responsible for any losses, damages, or expenses arising from the conduct of such checks or for the implementation of investments while checks are under review or due to unsatisfactory check results.

8.3. **Payment of Investments.** When you make and pay for investments through the Platform using the process described in clause 9, the amount of money you invested will be debited from your payment card or bank account. During the period between the investment being made and its completion (as described in the relevant subscription agreement), the money will continue to be held in the custodial account. Once the investment is completed, the money, along with the funds allocated by other Investors/Lenders, will be transferred from the client money account to the Issuer/Borrower's account. If investments are not completed (as described in the relevant subscription agreement or loan agreement), the money will remain in the client money account and will be credited back to your payment card or bank account.

Investors/Lenders are required to send funds from their personal bank account or payment card to the custodial account specified in the loan agreement, and repayments of interest and principal to Investors/Lenders will be directed to the same bank details from which funds were initially sent by Investors/Lenders to the custodial account.

8.4. Receiving Investment Returns. When you receive returns from investments, as described in clause 11.2, the money will be credited to your payment card or bank account.

Investment Process

9.1. Fundraising Campaigns. If you become a participant with the right to invest, after logging into the Platform, you will be able to view Issuers/Borrowers available for investment. Initially, you will see brief information about Issuers/Borrowers currently seeking capital on the Platform, and we refer to this information as the "campaign brief." You can click on the brief of any Issuer/Borrower to see additional information about the Issuer/Borrower, which we refer to as "campaign details" (campaign brief and campaign details together constitute the "campaign" of the Issuer/Borrower). Campaign details provide information on the basis of which you will make an investment decision regarding that Issuer/Borrower. All campaigns on the Platform are created independently by an ICBRICS+ participant acting as an Issuer/Borrower, with ICBRICS+ having the right to provide technical support to such a participant for the timely start of the campaign.

9.2. Our Verification and Approval. We have reviewed each campaign you see on the Platform and approved its content on a specific date as financial advertising in accordance with the AIFC Rules. This means that we have concluded that the information, taken as a whole, is "fair, clear, and not misleading" as of that date. For factual statements, we have checked the evidence of their accuracy, and for aspirational statements or statements of opinions or beliefs, we believe they are properly formulated considering their speculative or subjective nature. It should be noted that, in the case of factual statements, the evidence we review is provided by the Issuer/Borrower. Although we exercise reasonable care in the review, it is limited, and we do not conduct an audit. This means that we will not be able to and will not be responsible if we fail to identify forged or altered evidence or information or intentionally misleading or inaccurate statements (except due to our intentional non-performance of obligations or fraud). It should also be noted that in the case of statements of ambition or statements of opinion or belief, the nature of the types of Issuers/Borrowers presented on the Platform is such that they likely have high ambitions, and we may approve statements conveying these ambitions even if we have no opinion on the likelihood of them being fully realized, and approval does not imply confidence on our part that they are likely to be fully realized.

9.3. No Recommendations. Do Not Rely on Other Information. Our approval of a campaign, as described in section 9.2, does not mean that we recommend you to invest in the Issuer/Borrower, that we believe the Issuer/Borrower is likely to be successful, or that we assume any responsibility or will in any way be accountable to you if the Issuer/Borrower is not successful. We provide no warranties or representations and assume no responsibility regarding the Issuer/Borrower or the content of its campaign. The investment decision regarding any investments through the Platform is made by you and you alone, and you must independently assess the viability and prospects of the Issuer/Borrower and the accuracy of its campaign, consulting with any relevant advisors if assistance is needed. Except for what is contained in the campaign, we have not reviewed or approved any information about the Issuer/Borrower. The discussion and documents section, as well as any additional downloadable documents, are not part of the campaign. Any responses by the Issuer/Borrower in the discussion forum and document sections, as well as any documents uploaded upon request, are considered "one-time messages" and should be treated as if you were communicating with the respective Issuer/Borrower one-on-one via email without any involvement from us. Additionally, any other information outside the campaign—whether in documents provided by the Issuer/Borrower, in or through any news feed on the ICBRICS+ Platform, on the Issuer/Borrower's website, in social media profiles, or elsewhere—is not part of the campaign, and it has not been reviewed or approved by us. We assume no responsibility for statements made in the discussion and documents section of the Issuer/Borrower, for any information provided in or through any news feed on the ICBRICS+ Platform, or for documents or other information provided by or about the Issuer/Borrower outside the campaign, and you should not rely on any such information when making an investment decision. As for any news feeds presented on the Platform, such content is provided solely for informational purposes. ICBRICS+ does not undertake any obligations to update news feeds and may change or remove content at any time without notice.

9.4. Confidentiality and Proper Use of Campaigns. Campaigns are presented on the Platform for you to make investment decisions, not for any other purposes. Although you are not legally obligated to maintain the confidentiality of information presented in campaigns, you are not entitled to use it in any way for competition or otherwise obstruct the success of the relevant Issuer/Borrower, and if you do so, we may sue you for any damage caused by you to our reputation, our business, or otherwise.

9.5. Investment Choices. After reviewing the campaign, you can decide to invest in the Issuer/Borrower by clicking on the respective button, and you will be prompted to specify the amount you would like to invest. You will also be presented with a subscription agreement or loan agreement regarding the investments.

9.6. Execution and Obligations. Once you have decided to invest in the Issuer/Borrower and the extent of your investment, as described in section 9.5, the final step in making the investment will be to formalize the subscription agreement or loan agreement, as well as a pledge agreement (if necessary), using the means provided on the Platform. The subscription agreement or loan agreement will set out the terms under which you acquire the securities of the Issuer/Borrower in which you have chosen to invest, and, to the extent applicable, it will also describe the agreement mentioned in section 7.2. The terms of the subscription agreement or loan agreement, the pledge agreement will govern your relationship with us, if applicable, as well as your relationship with the Issuer/Borrower.

In the event of concluding a pledge agreement, decisions on the realization of rights and the performance of obligations of the pledge holders (Co-pledge holders), as provided for in this Agreement, the pledge agreement, the subscription or loan agreement, and the legislation of the Republic of Kazakhstan, shall be made by the Co-pledge holders' Council formed from the relevant Investors/Lenders. The procedure for the operation and decision-making of the Co-pledge holders' Council shall be approved by the Co-pledge holders' Council at its first meeting.

The legal and organizational support for the activities of the Co-pledge holders' Council is provided by ICBRICS+.

9.7. Cancellation Rights. You have the right to cancel your investments within a specified period. Any such cancellation rights will be described in the respective subscription or loan agreement. If you exercise the cancellation right under such an agreement, we will refund the amount of your investments to your credit card or bank account. If you do not exercise your right to cancel investments within the specified period, your investments will be unconditionally accepted and are not subject to cancellation.

9.8. Multiple Investments. You can invest in the same Issuer/Borrower multiple times if you wish. To do so, you will need to repeat the process described above, including entering into a new subscription or loan agreement for each additional investment.

9.9. Investment Closure. For any specific Issuer/Borrower seeking capital through the Platform, the relevant subscription or loan agreement will specify the process and circumstances under which we will close or not close investments, as well as the consequences of such closure or non-closure.

9.10. Investment Bonuses. Issuers/Borrowers may offer Investors/Lenders bonuses such as discounts, rewards, or incentives as part of their campaign. Note that any benefits offered by the Issuer/Borrower are governed by the terms and conditions provided by the Issuer/Borrower. The responsibility for providing such benefits lies solely with the Issuer/Borrower, and ICBRICS+ assumes no responsibility for them.

10. Risk Warnings. You acknowledge and accept that there may be other risks than those mentioned in Chapter 10 and accept that they have read and understood the Risk Disclosure Statement (Annex#2) which was provided to them during the Account opening process, and which is available on the Platform.

10.1. Loss of Invested Capital. Most Issuers/Borrowers at early stages of development and many other growth-oriented Issuers/Borrowers experience failure. If you invest in an Issuer/Borrower presented on the Platform, the likelihood of losing the entire invested capital is significantly higher than the likelihood of capital return or profit. You should not invest more money in Issuers/Borrowers presented on the Platform than you can afford to lose without changing your standard of living.

10.2. Illiquid Securities. Almost all investments you make in an Issuer/Borrower presented on the Platform will be illiquid. It is highly unlikely that there will be a liquid secondary market for the securities of the Issuer/Borrower. This means you should assume that you are unlikely to sell your securities until the Issuer/Borrower is listed on the stock exchange or acquired by another company. Even if the Issuer/Borrower is listed or acquired, your investments may remain illiquid for an extended period.

10.3. Rarity of Dividend Payments. Issuers/Borrowers presented on the Platform rarely pay dividends. Even if the Issuer/Borrower is successful, the payment of dividends or realization of profits may take a considerable amount of time.

10.4. Dilution. Any investments you make in an Issuer/Borrower presented on the Platform are likely to be subject to dilution, especially if subsequent funding rounds involve the issuance of new securities or options, reducing your ownership percentage in the company. These new securities may also have certain preferential rights to dividends, proceeds from sales, and other matters, which may be disadvantageous to you. Your investments may also be subject to dilution through the issuance of options (or similar rights to acquire shares) to employees, service providers, or certain other contacts of the Issuer/Borrower.

10.5. Diversification. If you decide to invest in Issuers/Borrowers of this type presented on the Platform, such investments must be made only within a well-diversified portfolio. This means that you should invest only a relatively small portion of your investable capital in such Issuers/Borrowers, with the majority of your investable capital being allocated to safer and more liquid assets. It also means that you should spread your investments among multiple Issuers/Borrowers rather than investing a significant amount in only a few.

11. Post-Investment Process (Investors/Lenders)

11.1. Information and Rights. After you execute a subscription or loan agreement regarding investments, the investments will be listed in the Platform section "My Investments," and you will be able to view information about other investments made in the Issuer/Borrower through the Platform. If the investment is completed as described in Section 9.9, it will continue to be listed in the "My Investments" section, and through this section, you can access information and exercise certain other rights as specified in the subscription or loan agreement.

11.2. Payouts. If we administer your investments according to the scheme described in Section 7.2, dividends and other distributions or receipts in relation to these investments are paid out. We allocate your share of dividends, other distributions, or receipts, and these payments are credited to your credit card or bank account, minus any applicable fees as specified in the subscription or loan agreement.

12. Account and Investment Information

You can view your balances and transaction history at any time, as well as see all your current investments through the Platform's "My Investments" section. These are the only ways you can receive information about your transactions and investments from us, and we reserve the right not to send you periodic reports in any form.

13. Taxation

Your investments may be subject to taxation. Taxation depends on individual circumstances and may change in the future. For example, you may be required to pay taxes on any dividends or profits received from your investments. Tax payment is solely your responsibility, and in accordance with the requirements of the legislation of the Republic of Kazakhstan, we will not withhold any taxes for you or provide you with any statements or information regarding your tax position or obligations, except for information about your transactions and investments described in Section 12. Additionally, in cases provided by Article 6 of the Constitutional Law of the Republic of Kazakhstan "On the International Financial Center 'Astana'," the Investor is exempt from taxes on investments in shares and bonds made through the Platform. The availability of any such incentives will be described in the respective campaign and subscription agreement. If you have any questions regarding tax matters, you should consult a professional advisor.

14. Acting as an Issuer/Borrower

Acting as an Investor/Lender does not exclude the possibility that you may also act simultaneously as an Issuer/Borrower. In this case, the initiation of a Campaign on behalf of the Issuer/Borrower is carried out by the "lead entrepreneur" in the manner established by this Agreement. If you decide to act both as an Investor/Lender and as an Issuer/Borrower, the provisions of this Agreement relating to Investors/Lenders will apply to you to the extent that you act as an Investor/Lender, and the provisions of this Agreement relating to Issuers/Borrowers will apply to you to the extent that you act as an Issuer/Borrower.

15. Our Commissions

15.1. Commissions Charged to You. We do not charge you any commissions for investing. The only fees deducted from your investment rewards are transaction fees associated with money transfers (e.g., fees for credit card transfers or bank transfers).

15.2. Fees Charged to the Issuer/Borrower. When an Issuer/Borrower raises a certain amount of money through the Platform, such as the target funding amount, we deduct a portion of that amount as our commission, and the Issuer/Borrower receives less than the full amount. Details of this fee, in addition to fees for opting out of intermediation and for breach of conditions, which may also apply, are outlined in the Campaign Terms and Conditions ("Campaign Terms and Conditions") that we enter into with the Issuer/Borrower.

Provisions Applicable Only to Issuers/Borrowers

Additional terms are outlined in the attachment to this agreement titled "Fundraising Terms and Conditions." Annex #1

16. Authorization of Issuer/Borrower

16.1. Absence of Restrictions for Issuer/Borrower. Unlike actions taken as an Investor/Lender, the authorization process for actions taken as an Issuer/Borrower on the Platform is non-existent. Legal entities acting as Issuers/Borrowers have the right to raise capital by operating through a "lead entrepreneur" in the manner established in Section 14 of the Agreement.

16.2. Criteria for Selecting Issuers/Borrowers. While any ICBRICS+ participant may act as an Issuer/Borrower, you can raise capital only for activities that we deem acceptable. The decision on whether an Issuer/Borrower is eligible to receive capital through the Platform is made by us and us alone, and we may decide that an Issuer/Borrower is not entitled to raise capital for any reason or without reason. We are not obligated to inform you of the reason for such a decision.

Campaign Registration Process

17.1. Campaign Creation. To raise capital for an Issuer/Borrower using the Platform, you must follow the process outlined in the relevant Platform section. This process requires you to provide answers to a series of questions about your activities, as well as evidence supporting some of these answers. It also allows you to upload certain videos and other files at your discretion. When placing shares, you can determine the amount of capital you are seeking for the Issuer, the percentage of the Issuer's equity you are offering in exchange for this capital. When placing bonds, you can also specify the amount of capital you are seeking for the Issuer, the maturity date, and the interest rate you are offering in exchange for this capital. The campaign will be active for a certain period, as indicated in the campaign rules and conditions described in Section 17.3.

17.2. Lead Entrepreneur and Team. During the creation of the Campaign, the Issuer/Borrower, as described in Section 17.1 of the Agreement, appoints a "lead entrepreneur." This means, among other things, that the "lead entrepreneur" will be the main point of contact regarding the campaign. If there are other members of your team you want to include in the campaign, you can do so during the campaign process. After completing the investment, as described in Section 17.5, the Issuer/Borrower must also, in accordance with the Subscription Agreement or Loan Agreement, appoint someone (this can be you or another ICBRICS+ participant associated with the Issuer/Borrower) as the "lead entrepreneur" for the purpose of contacts between the Issuer/Borrower and us, as well as between the Issuer/Borrower and its Investors/Lenders.

17.3. Campaign Terms and Conditions. After completing the process described in Section 17.1 but before the campaign is submitted for our consideration, as described in Section 17.4, you will need to agree to the terms and conditions for fundraising, which outline your and our rights and obligations regarding the campaign.

17.4. Our Verification and Approval. After you agree to the campaign rules and conditions, as described in Section 17.3, we will review your campaign. The purpose of this review is to ensure that your activities meet the eligibility criteria described in Section 16.2, and to allow us to conclude that the campaign is "fair, clear, and not misleading" for the purposes of the FCA Rules (and therefore we can approve it as financial promotion), as more fully described in Section 9.2. We may ask you to make changes to the campaign or provide additional

evidence, and we may decide not to approve the campaign for any reason or without reason, and we are not obligated to inform you of the reason for such a decision. Your and our rights and obligations regarding the review and approval of the campaign will be outlined in the "Fundraising Terms and Conditions" section.

17.5. Investment Process. If we approve the campaign, as described in Section 17.4, Investors/Lenders will be able to review the campaign and make investments within the process described in Section 9. Your and our rights and obligations regarding the investment process will correspond to the Campaign Terms and Conditions. If the Issuer/Borrower receives all the investments it is seeking, and we complete the legal due diligence process and negotiations on the subscription agreement or loan agreement to our satisfaction, the Issuer/Borrower will be invited to sign the subscription agreement or loan agreement. Your rights and obligations, the rights and obligations of the Issuer/Borrower, as well as our rights and obligations regarding investments after their completion will be as specified in the respective subscription agreement or loan agreement.

17.6. Multiple Campaigns. You can create a campaign for more than one activity, and you can have multiple active campaigns simultaneously. To create an additional campaign, you need to repeat the process outlined in sections 17.1-17.5.

18. Post-Investment Process (Issuers/Borrowers)

After creating a campaign, it will be available to you in the Platform's "My Applications" section, where you can see information about investments directed to the Issuer/Borrower through the Platform. If the investment is completed, it will continue to be listed in the "My Applications" section, and through this section, you can provide information and take certain actions on behalf of the Issuer/Borrower, as indicated in the respective subscription agreement or loan agreement.

19. Acting as an Investor/Lender

Acting as an Issuer/Borrower does not exclude the possibility that you may also act as an Investor/Lender, simultaneously or at different times. In case you decide to act as both an Investor/Lender and an Issuer/Borrower, the provisions of this Agreement related to Investors/Lenders will apply to you to the extent that you act as an Investor/Lender, and the

provisions related to Issuers/Borrowers will apply to you to the extent that you act as an Issuer/Borrower.

Provisions Applicable to All Participants

20. Termination of Participation

20.1. Termination at Your Initiative

If you no longer wish to be an ICBRICS+ participant, you can terminate your membership at any time by notifying us following the notification procedure outlined in section 30.1.

20.2. Termination on Our Part

We may immediately terminate your ICBRICS+ membership and will promptly inform you of such termination if:

- You have violated the terms of this Agreement in a serious or persistent manner and have not rectified the situation within a reasonable time after ICBRICS+ requested you to do so.
- You have violated or attempted to violate the law or placed ICBRICS+ in a position where we may violate the law.
- You use the Platform in a way that harms ICBRICS+, for example, causing damage to our Platform or our reputation.
- You provided us with false information.
- You insulted any of ICBRICS+ employees or other ICBRICS+ participants.
- If we are required to do so in accordance with any law, regulation, or the demand of a government or regulatory authority.

We may also terminate your participation in ICBRICS+ for other reasons, notifying you in advance of at least two weeks.

20.3. Suspension

If you provide us with information in accordance with section 3.2 that asserts or leads us to believe that you no longer have the right to be an ICBRICS+ participant, we may suspend your

participation in ICBRICS+ until we determine that you again have the right to be an ICBRICS+ participant.

20.4. Consequences of Termination or Suspension

If your participation in ICBRICS+ is terminated in accordance with section 20.1 or 20.2 or suspended in accordance with section 20.3, you will no longer be able to use the Platform. If you created a campaign that is still active at the time of such termination or suspension, it will be terminated in accordance with the rules and conditions of the campaign. In accordance with section 21, after termination or suspension, you may continue to have access to the Platform to participate in the post-investment process for any investments made by you or activities for which you raised capital, as described in sections 11 and 18, respectively.

20.5. Death

If we receive official confirmation of your death, we will terminate your participation in ICBRICS+. If, by that time, you still have investments listed in the "My Investments" section, we will handle them as specified in the respective subscription agreement or loan agreement. If you still have Issuers/Borrowers for which investments were completed listed in the "My Applications" section, each such Issuer/Borrower must replace you as the lead entrepreneur.

21. Termination of Access to the Platform and Termination of the Agreement

21.1. Termination upon Conclusion of Activity

If your participation is terminated in accordance with section 20.1 or 20.2, or suspended in accordance with section 20.3, your access to the Platform may be terminated at the moment when you no longer have any investments listed in the "My Investments" section of the Platform or Issuers/Borrowers listed in the "My Applications" section.

21.2. Termination for Unlawful Actions

Despite section 21.1, there are circumstances under which we can terminate your access to the Platform, even if you still have investments listed in the "My Investments" section or Issuers/Borrowers listed in the "My Applications" section. These circumstances may include your use of the Platform in a manner that (1) causes or may cause interruption or damage to

the Website or its access, (2) is for fraudulent purposes or in connection with a criminal offense, (3) sends, uses, or reuses any material that is illegal, offensive, indecent, disparaging, or threatening, causes harm to third parties, or contains software viruses, political campaigns, commercial offers, spam, or any other form of solicitation, or (4) causes annoyance, inconvenience, or unnecessary anxiety, or (5) leads or may lead to criminal or other liability on our part. If we terminate your access to the Platform in accordance with this section 21.2 and you still have investments listed in the "My Applications" section, we will follow the process outlined in the respective subscription agreement or loan agreement regarding how to handle these investments. If we terminate your access to the Platform in accordance with this section 21.2 and you still have Issuers/Borrowers for which investments were completed listed in the "My Applications" section, each such Issuer/Borrower must replace you as the lead entrepreneur.

21.3. Termination of the Agreement

After termination of your access to the Platform in accordance with section 21.1 or 21.2, this Agreement terminates, and neither you nor we will continue to be bound by its provisions, except for those provisions that survive the termination of the Agreement in accordance with section 29.7.

22. Communications and Information

22.1. Information on the Platform

In addition to the information outlined in each campaign, we may provide information on the Platform about investing in Issuers/Borrowers or other matters that, in our opinion, may be relevant or of interest to you. We call this "additional information." No additional information, including information about historical performance and the content of news feeds, should be relied upon as a guarantee or indication of any specific result, and additional information is not a form of advice, recommendation, or endorsement by us. We cannot guarantee to you that any additional information is complete, accurate, current, or free from errors, and we are not liable to you for any losses, damages, or expenses if it is not. To the extent that any additional information constitutes references to other websites or contact details of third parties, we are not responsible for the availability or accuracy of such websites or contact details, as well as the actions of such third parties.

22.2. Platform Activity Messages

From time to time, we may send you emails with information about activity on the Platform, including new campaigns and the progress of existing ones. Any emails we send you about Platform activity are not advice or a recommendation to invest. From time to time, we may also send you emails related to your membership, campaigns, or investments, our business, this Agreement, or other matters that, in our reasonable opinion, are relevant to you. We will do our best to keep such emails relatively rare, but we may send you such emails at our discretion.

Complaints

23.1. Initial Complaint

If you have a complaint about any aspect of the Platform, you must immediately inform us by sending an email with the subject "complaint" from the email address registered for your participation in ICBRICS+ to (apd@afsa.kz). We will send an initial response to your email no later than three working days after receiving it, indicating whether we consider the complaint resolved or that we are conducting further investigation. If we conduct further investigation, we will provide you with a final response no later than eight weeks after receiving your email. We may need to ask you questions to understand the details of your complaint, and any questions we ask and any response we provide will be sent by email to the email address registered for your ICBRICS membership.

23.2. AFSA - Astana Financial Services Authority

If you file a complaint in accordance with section 23.1, and we do not resolve it to your satisfaction, you may have the right, according to AFSA Rules, to file a complaint directly with the AFSA Financial Services Regulatory Committee at 55/17 Mangilik Yel Avenue, Pavilion C-3.2, Astana city, and the website is located at <https://afsa.aifc.kz/>.

24. Records

24.1. Storage Period. In accordance with legislative and regulatory requirements, we will retain records related to your ICBRICS+ membership and any activities you carried out on the Platform for a minimum of six years after the termination of your access to the Platform in

accordance with section 21. This period may be extended by law, regulatory requirements, or mutual agreement between you and us.

24.2. No Deletion Request. You may request the destruction or deletion of any records related to your ICBRICS+ membership in accordance with section 24.1 only if we are not obligated to destroy or delete them under the law or other regulatory requirements.

24.3. Data and Data Protection. You acknowledge that we may process and transmit your personal data as described in our Privacy Policy. For additional information on how we use your personal data, see our Privacy Notice, available <https://brics-invest.club>.

24.4. Convincing Evidence

Records kept on the Platform constitute incontrovertible evidence of the facts and issues they are designed to record.

25. Conflicts of Interest

We make every effort to ensure that our interests do not conflict with yours, and we intentionally designed our compensation structure so that we receive money only when you successfully raise capital (if you act as an Issuer/Borrower) or make a profit from investments (if you act as an Investor/Lender). However, as the Platform provider, we are not your representative or agent, and sometimes our interests may conflict with yours. In particular, if you act as an Investor/Lender, you should be aware that we or our employees are not authorized to make investments through the Platform. Full information on potential conflicts of interest and how we manage them is outlined in our conflicts of interest policy. You can request an electronic copy of this policy at any time by contacting us.

26. Termination of Our Activities

In the event of the termination of our activities, we will notify you as soon as possible after the decision to terminate our activities is made, and at this stage, all active campaigns will be terminated. Meanwhile, the shares in which you invested will be processed in accordance with the terms of the respective subscription agreement.

27. Liability

27.1. Your Liability to Us. You are liable to us for any losses or damages suffered by us as a result of any breach of this Agreement or any other agreement you enter into with us or any use of the Platform that is fraudulent or constitutes intentional misconduct.

27.2. Our Liability to You. We are responsible to you for any losses or damages you may suffer as a result of being a participant in ICBRICS+ or using the Platform only to the extent that such losses or damages directly result from our material breach of this Agreement or are a direct result of our intentional non-performance of our obligations or fraud. Notwithstanding the foregoing, we are not liable to you for any losses or damages regarding any matter for which liability is expressly excluded in accordance with this or any other Platform Agreement, or arising out of or in connection with any error or inaccuracy in data entered by you or another ICBRICS+ participant, or any misleading or intentionally unlawful conduct, or any other action of another ICBRICS+ participant. We are not liable to you for any indirect, consequential, special, or punitive losses, damages, costs, or expenses, unforeseeable losses or damages, loss of business, lost or wasted management time, or other employees, loss of reputation, depletion of business opportunity, or loss, damage, or corruption of data. Our liability to you for any losses or damages arising in connection with your investments in a specific Issuer/Borrower is limited to the amount you invested in such Issuer/Borrower through the Platform (excluding any subsequent increase in the value of shares acquired in these investments). You agree that any legal actions against us are permitted only on an individual basis, and you will not initiate or join any purported or actual group or consolidated actions against us. Nothing in this Agreement limits our liability for bodily injury or death, fraud, or any other liability, the exclusion or limitation of which is not permitted by applicable law or regulations.

28. Assignment, Transfer, and Delegation

28.1. Assignment, Transfer, and Delegation by Us

We may assign, transfer, or delegate any of our obligations or rights under this Agreement to any person, provided that we ensure that such person is competent to perform or carry out the assigned obligations or rights. We may provide information about you and your activities on the Platform to any person to whom we assign, transfer, or delegate our obligations or rights.

28.2. Assignment, Transfer, and Delegation by You

Your participation in ICBRICS+ is personal to you, and therefore, none of your rights or obligations in connection with your participation in ICBRICS+ or your activity on the Platform can be assigned, transferred, or delegated to any other person without the prior written consent of ICBRICS+ and, in the case of Investors/Lenders, the respective Investor/Lender. This prohibition on assignment and delegation does not affect your right to make certain transfers as described in this Agreement and other agreements you enter into with us. Any attempt to assign, transfer, or delegate any of your rights or obligations in violation of this section 28.2 is void.

29. General Provisions

29.1. No Partnership or Agency. This Agreement shall not be construed as creating a partnership or joint venture between you and us. Nothing in this Agreement shall be construed to make you and us agents of each other.

29.2. No Waivers. No failure or delay on your or our part in exercising any of our rights under this Agreement shall be construed as a waiver of that right, and no waiver on your or our part of any breach of any provision of this Agreement shall be construed as a waiver of any subsequent breach of the same or any other provision.

29.3. Severability. If any provision of this Agreement is held by any court or other competent authority to be invalid or unenforceable in whole or in part, this Agreement shall continue to be valid as to the other provisions and the remainder of the affected provision.

29.4. Entire Agreement. Except as provided in section 2.2, this Agreement constitutes the entire agreement between you and us and supersedes all previous agreements and understandings between you and us regarding the subject matter of this Agreement. Any agreements related to this Agreement shall be drafted in Russian. You and we acknowledge that, by entering into this Agreement, neither of us relies on or has any remedies in respect of any representation, warranty, pre-contractual statement, or other provision except as expressly provided in this Agreement. Without limiting the generality of the foregoing, you shall have no remedies in respect of any innocent or negligent misrepresentation based on any statement made by us in this Agreement, and your sole remedy is for breach of contract. However,

nothing in this Agreement excludes liability for any fraudulent statement or action. This Agreement will be filled out by ICBRICS+ and available through the profile settings tab on the Platform.

29.5. Further Assurances. You and we shall, from time to time (both during the term of this Agreement and after its termination), perform all such acts and execute all such documents as may be reasonably necessary to give effect to the provisions of this Agreement.

29.6. Expenses. Your and our expenses and costs (including professional, legal, and accounting expenses) related to the preparation, negotiation, and execution of this Agreement and any related documentation shall be borne by you and us, respectively.

29.7. Duration (Survival). All disclaimers, liability agreements for losses and/or expenses, and exclusions in this Agreement shall survive the termination of this Agreement for any reason, as will any other provisions of this Agreement that, by their nature, are intended to survive such termination.

29.8. Force Majeure. We shall not be in breach of this Agreement if a force majeure event occurs, and we shall not be liable or obligated in any way for any losses or damages incurred by you due to any complete or partial refusal, interruption, or delay in the performance of our obligations and responsibilities caused by any natural disaster, fire, act of government, state, national or supranational authority, or regulatory body, or war, civil unrest, terrorism, failure of any computer system, power supply disruptions, labor disputes of any kind, or any other cause (whether of a similar nature to any of the foregoing or not) beyond our reasonable control.

29.9. Applicable Law and Jurisdiction. This Agreement and any disputes or claims arising from or in connection with it, its subject matter, or formation (including non-contractual disputes and claims) shall be governed and construed in accordance with the laws of AIFC. The AIFC Court shall have exclusive jurisdiction over any such claim, although we reserve the right to initiate a breach of this Agreement against you in your country of residence or any other relevant country.

29.10. Third-Party Rights. Unless expressly provided otherwise in this Agreement, a person who is not a party to this Agreement cannot enforce any of its terms, and, notwithstanding any

term of this Agreement, no consent of a third party is required to make any changes (including any release or compromise of any liability) or terminate the effect of this Agreement.

29.11. **Execution.** This Agreement is deemed properly executed and becomes effective and binding on you and us when you confirm your consent to it using the means provided on the Platform.

29.12. **Language of the Document.** This Agreement is drafted in the English language.

30. Notifications

30.1. **Notifications from You to Us.** Any notification from you to us regarding this Agreement, your participation in ICBRICS+, or your activity on the Platform must be sent by email to compliance@brics-invest.club, unless this Agreement or any other Platform agreement you enter into establishes alternative means for sending us a notification.

30.2. **Notifications from Us to You.** Any notification from us to you regarding this Agreement, your participation in ICBRICS+, or your activity on the Platform may be sent either through the Platform, by email to the address provided in your profile, or by mail or courier to the physical address provided in your profile.

30.3. **Receipt of Notifications.** Notifications sent in accordance with this section 30 through the Platform or by email are considered received by the recipient at the time of dispatch. Notifications sent in accordance with this section 30 by mail or courier are considered received by the recipient at the time of actual delivery. If you send us a notification by means other than those specified in section 30.1, and we actually receive it, we may, but are not obligated to, consider the notification received after its actual receipt.

30.4. **Language of Notifications.** All notifications sent under this Agreement may be in Russian or English.

31. About Us

31.1. **Corporate Form and Office.** Investment Club BRICS+ Limited is a private company registered in AIFC under business identification number 240940900602, with its registered office at Office 5, Al-Farabi avenue, Building 21/1, Astana, Republic of Kazakhstan.

31.2. **AFSA License.** Investment Club BRICS+ Limited is authorized by the AIFC Financial Services Authority ("AFSA") under license AFSA-G-LA-2024-0014, to conduct crowdfunding platform management for loan crowdfunding and investment crowdfunding.

31.3. **Data Protection Officer.** Investment Club BRICS+ Limited is registered with the Data Protection Commissioner's Office and included in the Data Protection Registry.

31.4. **Trademark.** "ICBRICS+" is a registered trademark.

32. Definitions and Interpretation

32.1. In this Agreement, the following words and phrases, as listed below, have the meanings:

"Acting as Issuer/Borrower" means using the Platform to seek investments in its activities and participating in the post-investment process after receiving investments in its activities.

"Acting as Investor/Lender" means using the Platform to invest in an Issuer/Borrower and participating in the post-investment process after investing in an Issuer/Borrower.

"Additional Information" means information we provide on the Platform, excluding information contained in a campaign, as explained in section 22.1.

"Agent" means, in the case of a participant being a legal entity, an individual acting on behalf of such participant, as explained in section 3.4.

"Agreement" means this Client Agreement between you and us.

"AFSA" means the AIFC Financial Services Authority, an independent organization that authorizes and regulates us, with an address at Republic of Kazakhstan, Astana, Mangilik El Avenue, 55/17, Pavilion C-3.2.

"AIFC" means the Astana International Financial Centre, a territory within the city of Astana with defined boundaries where a special legal regime applies in the financial sphere, established by this Constitutional Law of the Republic of Kazakhstan "On the Astana International Financial Centre."

"AIFC Rules" means the AIFC Financial Services Regulatory Framework No. 18 of 2017, all secondary legislation enacted in accordance with it, rules and regulations adopted by AFSA or any successor or replacement regulatory body responsible for regulating our business, and any other laws or regulations on financial services applicable to us.

"Lender" means a legal entity or an individual providing funds to the Borrower in the form of a loan through the "ICBRICS+" Platform.

"Borrower" means a legal entity or an individual entrepreneur attracting funds in the form of a loan through the "ICBRICS+" Platform.

"Campaign" means a brief description of the campaign and a detailed campaign for the Issuer/Borrower, taken together, as explained in section 9.1.

"Investor" means a legal entity or an individual purchasing shares, bonds, and/or other securities of the Issuer through the "ICBRICS+" Platform.

"Issuer" means a legal entity registered with the AIFC as a participant, placing shares, bonds, and other types of securities for investment through the "ICBRICS+" Platform.

"Campaign Summary" means brief information about the Issuer/Borrower seeking capital through the Platform, as explained in section 9.1.

"Execute" means, concerning this Agreement, any Platform Agreement, or any other agreement you enter into with us, to express your agreement to the binding nature of its terms through electronic means provided on the Platform or by signing or executing it in a manner approved by us.

"Individual Participant" means an individual who becomes a participant in ICBRICS+, as explained in section 3.1.

"Investment Account" means, for an ICBRICS+ participant acting as an Investor/Lender, the section of the Platform displaying your investment activity and the status of each investment made by you on the Platform, as explained in section 8.

"Investment Authorization Form" means the form by which we determine whether to allow you to act as an Investor/Lender, as explained in sections 6.1 and 6.2.

"Authorized Investment Participant" means an ICBRICS+ participant who has passed the investment authorization test to our satisfaction, and to whom we have granted permission to act as an Investor/Lender.

"Investment Decision" means the decision of whether to invest in a particular Issuer/Borrower through the Platform and, if so, the amount to invest.

"Lead Entrepreneur" means, regarding the Issuer/Borrower for whom a campaign has been created, or an Investor/Lender who is a legal entity, the person primarily responsible for the relationship between the Issuer/Borrower, its Investors/Lenders, and us, as explained in section 17.2.

"Foreign Participant" means an ICBRICS+ participant who is a non-resident or is located outside the Republic of Kazakhstan, as explained in section 6.7.

"Person" means an individual or legal entity acting as a single entity for the purposes of this Agreement.

"Personal Data" has the meaning specified in the Privacy Policy.

"Platform" means the ICBRICS+ Platform, which includes the website currently hosted at <https://brics-invest.club> and all pages on its subdomains, and may from time to time include pages hosted on other domains and designated by us as part of the Platform.

"Platform Agreements" means any other agreement you enter into in connection with the use of the Platform, as explained in section 2.2.

"Post-Investment Process" means, concerning an Investor/Lender, the processes of providing information, rights, payments, and transfer mentioned in section 11, and concerning an Issuer/Borrower, providing information and other actions mentioned in section 18.

"Privacy Policy" means the privacy policy of Investment Club BRICS+ Limited, available on each page of the Website, and about which you are notified when providing your personal data.

"Profile" means the profile you complete as part of joining ICBRICS+, as explained in section 5.4.

"ICBRICS+ Participant" means a person who has joined the ICBRICS+ Platform as a participant, including confirming agreement with the relevant Participation Agreement, and whose participation has not been terminated or suspended in accordance with section 20.

"Shares" means shares or other equity or equity-like interests of the Issuer, as explained in section 7.1.

"Subscription Agreement" means a subscription agreement and/or shareholder and/or other agreement(s) entered into by the Issuer regarding investments, as described in section 17.5.

"Terms of Service" means the terms of service of the Website, available on each page of the Website, which you are deemed to agree to by using the Website.

"We, Us, and Our" means Investment Club BRICS+ Limited, any of our subsidiaries, and any holding company (as these expressions are defined in section 2 of Appendix 1 AIFC Companies Regulations 2017) and, where the context allows, our permitted assigns, transferees, and delegates.

"Website" means, concerning ICBRICS+, the website hosted at <https://brics-invest.club>, including all its subdomains.

"Business Day" means any day other than Saturday, Sunday, a national or state holiday of the Republic of Kazakhstan, from 09:00 to 18:00 Astana time.

"You or Your" means you, as an ICBRICS+ participant who is a party to this Agreement.

32.2. With the above in mind, expressions used in this Agreement should, where the context allows, have the same meanings as in the AIFC Rules.

32.3. If the context does not require otherwise, singular words include the plural and vice versa, and the use of the masculine includes the feminine and neuter, and vice versa.

32.4. The term "including" or "includes" is not exclusive, so it should be read as if it were followed by the words "without limitation."

32.5. References to a specific section mean the section of this Agreement, unless otherwise indicated.

32.6. Any use of terms such as "you must," "you are required to," "you may only," "you cannot," or similar terms means that, by entering into this Agreement, you expressly agree to be bound by any action or obligation referred to by such terms.

Fundraising Terms and Conditions ('Terms and Conditions')

These Terms and Conditions define the terms of the relationship between (i) us, ICBRICS+, and (ii) you, the Issuer/Borrower, wishing to raise funds on the Platform, and become effective and binding on you from the moment you start the process of creating your campaign on our Platform.

1. Definitions and Interpretation

1.1. In these Terms and Conditions, unless the context requires otherwise, the following expressions shall have the following meanings:

"Confirmations" means as defined in clause 15.1.1;

"Activity" means as defined in clause 10.2;

"AFSA" means the Astana Financial Service Authority of the AIFC, an independent organization that authorizes and regulates us, located at: Republic of Kazakhstan, Astana, Mangilik Yel Avenue, 55/17, Pavilion C-3.2;

"AIFC" means the Astana International Financial Centre, the territory within the city of Astana with precise boundaries where a special legal regime in the financial sphere is established by this Constitutional Law of the Republic of Kazakhstan "On the Astana International Financial Centre";

"AIFC Rules" means the AIFC Financial Services Framework Rules No. 18 of 2017, all subsidiary legislation enacted thereunder, rules and regulations adopted by AFSA or any successor or replacement regulatory body responsible for regulating our business, and any other laws or regulations on financial services applicable to us;

"Break Clause Fee" means as defined in clauses 12.4-12.6;

"Business Day" means any day from 09:00 to 18:00 Astana time, excluding Saturday, Sunday, and national or state holidays in the Republic of Kazakhstan;

"Campaign" means a fundraising campaign created by the Issuer/Borrower or on its behalf on the Platform;

"Change" means as defined in clause 10.1;

"Commitment Period" means the period during which Investors/Lenders may commit to invest in a specific Issuer/Borrower;

"Commitment" means as defined in clause 4.5;

"Companies Regulations" means the AIFC Companies Regulations 2017, as may be amended from time to time;

"Disintermediation Fee" means as defined in clause 12.3;

"Execution" means that a Party expresses its agreement to the binding of its terms in a manner approved by us, including by electronic means;

"Fully Diluted" means, in relation to an Issuer, the sum of (a) all Shares (including ordinary, preferred, and other) of the Issuer allotted or issued before or on the date of execution of the subscription agreement or other agreements in relation to investments, as described in clause 4.7,

plus (b) all Shares (including ordinary, preferred, and other) of the Issuer that are the subject of any form of right to acquire or receive (whether an option, warrant, similar contractual arrangement, or other right) on the date of execution of the subscription agreement or other agreements in relation to investments, as described in clause 4.7, regardless of whether such right has transferred;

"ICBRICS+" means the Investment Club BRICS+ Limited, a private company registered in the AIFC with business identification number 240940900602, whose registered office is located at office 5, Al-Farabi Avenue, building 21/1, Astana, Republic of Kazakhstan;

"ICBRICS+ Participant" means an individual or legal entity that has joined the Platform as a participant, including confirmation of agreement with the relevant Participation Agreement, which we have approved as a Platform participant, and whose membership has not been terminated or suspended in accordance with the relevant Participation Agreement;

"Investment-Enabled Participant" means an ICBRICS+ participant to whom we have granted permission to make investments through the Platform;

"Investment Account" means, for an ICBRICS+ participant acting as an Investor/Lender, an account they have with us for the purpose of investing on the Platform;

"Minimum Target Amount" means the minimum amount of investments that the Issuer/Borrower wishes to attract through the Campaign, as stated by it;

"Platform Agreements" means as defined in clause 1.12;

"Shares" means shares, equity-like securities, or other instruments of the Issuer/Borrower, some of which will be offered in exchange for investments on a fully diluted basis, as indicated in the Campaign;

"Standard Campaign Support" means the services described in clause 3.7 below, and each of them is separately referred to as "Support Service";

"Success Fee" means as defined in clause 12.1;

"Total Invested Amount" means as specified in clause 4.7.1;

"we," "us," and "our" mean ICBRICS+, any of our subsidiaries, and any holding company (as these terms are defined in section 2 of Appendix 1 of the AIFC Companies Regulations 2017) and, where the context allows, our authorized successors, assignees, and delegates; and

"you" means you, the Issuer/Borrower who wishes to attract funds on the Platform.

1.2. In consideration of the foregoing, the expressions used in these Terms and Conditions shall, if the context allows, have the same meanings as in the AIFC Rules.

1.3. Unless the context requires otherwise, words in the singular include the plural and vice versa, and the use of the masculine gender includes the feminine gender and vice versa.

1.4. The word "including" or "includes" is not exclusive, so it should be read as if followed by the words "without limitation."

1.5. References to a specific clause mean the clause of these Terms and Conditions, unless otherwise stated.

1.6. Any use of terms such as "you must," "you are obliged," "you may only," "you may not," or similar terms means that, by agreeing to these rules and conditions, you explicitly agree to be bound by any actions or obligations referred to by such terms.

1.7. Unless the context requires otherwise, each reference in these Terms and Conditions to "writing" and any similar expression includes a reference to any message sent by facsimile, email, or a similar method.

1.8. Memorandum or articles of association refers to the said memorandum or articles of association as amended or restated from time to time.

1.9. The liability of any party to these Terms and Conditions consisting of several natural or legal persons is joint.

1.10. Any reference to you or us includes a reference to your or our respective personal representatives, heirs, successors, and permitted assigns.

1.11. Headings in these Terms and Conditions are for convenience only and do not affect their interpretation.

1.12. You may enter into several other agreements with us. For example, you may have already entered into a Participation Agreement, and by using the website, you are considered to have agreed to our Terms of Use. If you manage to raise capital through the Platform, the Issuer/Borrower may enter into a subscription agreement and/or other agreement(s) regarding investments. All these agreements and notices and other agreements you may enter into or notices provided to you in connection with the use of the Platform, collectively referred to as "Platform Agreements," are intended to correspond with each other and must be read and construed together. However, if there is a conflict, the terms of any agreement that you agree to after these Terms and Conditions will prevail over these Terms and Conditions, and these Terms and Conditions will prevail over the terms of any prior agreement, unless otherwise expressly stated in another agreement.

Your confirmations

2. Suitability for Fundraising

2.1. Before creating a Campaign, you must open a profile as an Issuer/Borrower on the Platform to assess its suitability. Specific information about the Issuer/Borrower and its potential for fundraising on the Platform will be requested. This data will be automatically submitted for our review, and we will make one of three decisions, solely at our discretion:

2.1.1. Request you to proceed with creating the Campaign;

2.1.2. Inform you that the activity is not suitable for fundraising on the Platform; or

2.1.3. Request additional information about the Issuer/Borrower.

3. Campaign Creation and Standard Campaign Support

3.1. After agreeing to these Terms and Conditions, you can create a Campaign.

3.2. Once you create a campaign and submit it for review on the Platform, we will make one of three decisions, solely at our discretion:

3.2.1. Approve the Campaign;

3.2.2. Reject the approval of the Campaign; or

3.2.3. Ask you to make specific changes to the Campaign.

3.3. If we approve the Campaign, it will be made available for eligible participants to review and commit to investing, following the process outlined in section 4.1. This does not guarantee that the Issuer/Borrower will successfully secure funding, and we may remove the Campaign from the Platform at any time, with or without cause, without obligation to inform you of the reason.

3.4. We may reject the approval of the Campaign for any reason or without reason, and we are not obliged to provide you with a reason. If we ask you to make specific changes to the Campaign, we may still reject its approval for any reason or without reason, despite the changes you have made. However, if we refuse to approve the Campaign, you can create a new campaign at any time, provided we have not notified you otherwise.

3.5. If, after submitting your Campaign for review, you provide videos or other materials for inclusion in the Campaign, they will be considered part of the Campaign for all purposes of this section 3. You grant us a non-exclusive (non-transferable, revocable, royalty-free) right to use all materials included in the Campaign, including the Campaign video, to promote the Campaign and ICBRICS+ as a whole. You agree that we may use all Campaign materials at our discretion, without seeking your prior consent; and we may do so both during the support of your Campaign and after its completion, expiration, or termination.

3.6. Standard Campaign Support. If we do not agree otherwise, if the Campaign is approved as described in section 3.3, we will provide the Issuer/Borrower with the services described in section 3.7 below ("Standard Campaign Support").

3.7. Email Marketing:

3.7.1. After the ICBRICS+ launch, awareness of the Campaign will be raised in the ICBRICS+ email to Investors/Lenders sent to authorized investment participants on the Platform.

3.7.2. When the Campaign reaches 80% of the minimum target amount, it will remind investment-eligible participants that the Campaign remains open for investments.

3.7.3. Any emails sent beyond the above will be sent at our discretion.

3.8. Lack of Investment Guarantee. We provide Standard Campaign Support separately from the Campaign, and you acknowledge that we are not responsible for attracting Investors/Lenders for the Campaign. We do not provide any assurances or guarantees that any Support Service will lead to investments in the Campaign.

3.9. Campaign Content. You are responsible for providing (at your own expense) any proprietary content or assets (including, but not limited to, the Issuer/Borrower's logo) necessary for us to provide each Support Service. You confirm that you have sufficient authority and rights to provide us and permit us to use such content, and that this will not violate the rights of third parties and will not require any additional consents or licenses.

3.10. Intellectual Property. You grant us a non-exclusive (non-transferable, revocable, royalty-free) right to use the Issuer/Borrower's logo and other relevant content of the Issuer/Borrower solely for the purpose of providing each Support Service. Each of us retains all respective rights to intellectual property and other related rights, and except for the right outlined in this section 3.10, no such rights are granted to the other party. For the avoidance of doubt, unless explicitly

stated otherwise, we retain ownership rights to any assets created during the provision of Standard Campaign Support.

3.11. Standard Service. We will make reasonable efforts to provide Standard Campaign Support in accordance with the description provided in these Terms and Conditions. We do not guarantee that any Support Service will meet your requirements. You acknowledge that our primary business is fundraising and an investment platform, and we are not a provider of marketing services, a law firm, or a tax consultant.

4. Investment Process

4.1. Unless otherwise agreed, if the Campaign is approved as described in section 3.3, the Campaign will become publicly accessible to participants with the right to invest on the Platform.

4.2. If a participant with investment rights decides to invest in the Issuer/Borrower, they will specify the amount they wish to invest, and the investment will be registered on the Platform. Payment for investments must be made within a specific period determined by us. We reserve the right to reject an investment for any reason or without reason, and we are not obliged to inform you of the reason.

4.3. Investments made in accordance with the process described in sections 4.1 and 4.2 may be canceled. For the purposes of these Terms and Conditions, when we refer to investments or amounts as "Commitments," we mean that investments have not been canceled, payments for investments have been made, and we have verified the identities of Investors/Lenders in accordance with our regulatory obligations.

4.4. Provided that the aggregate commitment amounts equal the Maximum Target Amount, taking into account any other agreement between you and us, the Campaign will be completed on the earlier of the dates when:

4.4.1. You notify us of your intention to complete the Campaign; or

4.4.2. The Campaign period expires.

4.5. If the Campaign is closed in accordance with section 4.4, then:

4.5.1. Further investments will not be accepted, but Investors/Lenders can submit an "expression of interest" to join the waiting list.

4.5.2. We will initiate a "cooling-off period" at the end of the Commitment Period. The "cooling-off period" means a period lasting no less than 48 hours, beginning at the end of the Commitment Period. During the cooling-off period, Investors/Lenders may withdraw their investment Commitments without any penalties and without providing reasons.

4.5.3. If, as a result of refunds made in accordance with section 4.5.2, there are available investments, Investors/Lenders who submitted an "expression of interest" will be notified of the need to sign a subscription agreement and commit to their investments.

4.5.4. Upon the expiration of the cooling-off period, we will present certain documents that must be reviewed, accepted, and executed by the Issuer/Borrower, its directors, officers, representatives, and/or other individuals whom we deem should be parties, which may include, among other things: a subscription agreement or other agreement(s) to complete investments, as well as agreements on the transfer of the Issuer/Borrower's intellectual property (which must be drafted in our standard form unless agreed otherwise); and

4.5.5. If the relevant documents described in section 4.5.3 are accepted and executed, and any preconditions set out in these documents are satisfied, subject to section 4.6, we will transfer the Total Invested Amount (minus the Success Fee, if applicable, in accordance with section 12.2) to the Issuer/Borrower in exchange for signed investment or loan agreements.

4.6. With regard to the process described in sections 4.1-4.5, the definitions and decisions we make in accordance with the process described in section 4.5 will be made solely at our discretion, and we may refuse to complete investments for any reason or without reason (except where we are obliged to do so under the subscription agreement or other agreement(s) relating to investments in the Issuer/Borrower).

4.7. The Platform operates on an "all or nothing" principle, meaning that if the Minimum Target Amount is not reached in accordance with the process described in sections 4.1 or 4.2 before the Campaign period expires, or if the relevant documents are not accepted and executed in accordance with section 4.5.3, the Issuer/Borrower will not receive investments. In such a case, each Investor/Lender will receive a refund of their invested amount, and the proposed transaction will be considered terminated.

5. Role and Responsibilities of ICBRICS+

5.1. The platform serves as a communication hub between the Issuer/Borrower and potential Investors/Lenders and is not an underwriter or placement agent. Accordingly:

5.1.1. We are not obligated to attract or make any efforts to secure investments for the Issuer/Borrower.

5.1.2. At any given time, we may approve and list campaigns for any number of Issuers/Borrowers, including other entities that are similar or compete with the Issuer/Borrower. The fact that we approve and list such campaigns may mean that some Investors/Lenders prefer to invest in other Issuers/Borrowers rather than in your campaign.

5.1.3. Even if we approve your Campaign, the Issuer/Borrower may not receive investments up to the Minimum Target Amount, and if this happens, the Issuer/Borrower will not receive any investments.

5.2. All decisions and determinations made regarding the Campaign and the completion of any investments in the Issuer/Borrower are solely at our discretion. We are not liable to you for any losses or damages you may incur as a direct or indirect result of any such decision or determination.

5.3. When creating a Campaign and seeking capital through the platform, you take the position that the Issuer/Borrower is not participating in a "public offer" as defined in section 36(2) of the AIFC Companies Regulations. We are not responsible to you for any losses or damages that the Issuer/Borrower may incur as a direct or indirect result of a court or other judicial or administrative body refusing to accept this position.

5.4. Notwithstanding points 5.1-5.3, we disclaim and refuse any responsibility to you to the maximum extent permitted by law for:

5.4.1. Any losses or damages arising from or related to actions taken or not taken by us in accordance with these Terms and Conditions, except in cases where such losses result directly from fraud, intentional non-performance of obligations, or gross negligence on our part; or

5.4.2. Any indirect, consequential, special, or punitive losses, costs, or expenses, unforeseeable losses or damages, loss of profit, loss of business, wasted management or other staff time, loss of reputation, or loss, damage, or corruption of data.

5.5. Nothing in these Terms and Conditions limits our liability for personal injury or death, fraud, or any other liability, exclusion, or limitation not allowed by applicable law or regulations.

5.6. If investments in the Issuer/Borrower are completed as described in section 4.5.4, and the Issuer/Borrower distributes dividends, sale proceeds, or other income to Investors/Lenders through a bank custodian appointed by us:

5.6.1. The Issuer/Borrower will be responsible for calculating such distributions, and we are not liable for any errors in them.

5.6.2. If, after the payment of such distributions to Investors/Lenders, an error is identified in the calculation described in section 5.6.1 that resulted in an overpayment, neither Investors/Lenders nor we are obligated to make any payments. If, after the payment of such distributions to Investors/Lenders, an error is identified in the calculation described in section 5.6.1 that resulted in an underpayment, the Issuer/Borrower undertakes to notify us of such error and promptly pay the additional amount.

6. Regulation

6.1. You and we acknowledge that the Campaign is intended to qualify as an offer of Securities by placement in accordance with Rule 1.1.2 of the AIFC Market Rules.

6.2. You and we acknowledge that any Securities issued in accordance with the process described in section 4.5.4 or otherwise in connection with the Campaign will not be registered in accordance with the AIFC Market Rules and may only be traded on the secondary market of ICBRICS+, which is not yet established, between authorized investment participants or transferred to:

6.2.1. The issuer of the securities;

6.2.2. An "accredited Investor/Lender" as defined in sections 2.4 and 2.5 of the AIFC Conduct of Business Rules;

6.2.3. As part of an offering registered on the Astana International Exchange or another regulated securities exchange; or

6.2.4. To a family member of the buyer or its equivalent, or in connection with the death or divorce of the buyer or similar circumstances.

6.3. Even when the Securities become freely transferable, the secondary market for Securities may not be established.

7. Your Obligations

7.1. As the Issuer/Borrower, you create the Campaign with the aim of attracting investment capital, and you intend to use all the capital raised through the Platform to facilitate your growth and development, as described in the Campaign.

7.2. The person whom you have appointed or will appoint to act on behalf of the Issuer/Borrower is a lawful representative, has the authority to speak and act on behalf of the Issuer/Borrower, and binds the Issuer/Borrower to these Terms and Conditions. At the time when the investment is ready

for completion, as described in section 4.7, this representative will have the authority to undertake the obligations of the Issuer/Borrower to sign and provide the documents described in this section.

8. Accuracy of Information Disclosure

As of the date of Campaign submission:

8.1. Each statement you provide in the Campaign will:

8.1.1. Be true and accurate in all respects if it is a statement of fact.

8.1.2. Be reasonable and justified, and the Issuer/Borrower will sincerely believe that it can be achieved if it is a forecast or a statement of intention or opinion.

8.1.3. Be, individually and collectively with all other statements presented in the Campaign, honest, clear, and not misleading.

8.1.4. Not omit any statement necessary to make the Campaign or any statement contained therein honest, clear, and not misleading.

9. Exemption from Prospectus Requirements

9.1. Offers made on the Platform are exempt from the prospectus requirements in accordance with the provision set forth in Section 1.1.2 of the AIFC Market Rules.

10. Timely Information Updates

10.1. You shall promptly notify us if at any time between the date of submitting the Campaign and the date of acceptance and execution of the documents described in section 4.5.3, you become aware of any fact, circumstance, event, or information (including a change of opinion) (hereinafter referred to as "Change") that renders or may render any statement in the Campaign:

10.1.1. Inaccurate or untrue in any respect, if it is a statement of fact.

10.1.2. Unreasonable and sincerely believed by the Issuer/Borrower to be capable of achievement, if it is a forecast or a statement of aspiration or opinion.

10.1.3. Individually or in conjunction with all other statements made in the Campaign, not fair, clear, or misleading (including cases where a statement required to make the Campaign or any statement contained therein fair, clear, and not misleading is omitted).

10.2. You shall promptly notify us if at any time between the approval of the Campaign, as described in section 3.3, and the date of acceptance and execution of the documents described in section 4.5.3, you become aware of any investment or other activity (hereinafter referred to as "Activity") that makes or may make the Campaign misleading. This may include, but is not limited to, investments made by you or other Investors/Lenders that are unpaid, canceled, not genuine, and/or create a deceptive impression of investment activity; and comments posted on the discussion forum by you or other Investors/Lenders that are not authentic and/or create a deceptive impression of interest in the Campaign. You will also notify us of any material changes in the legal or regulatory status of the Issuer/Borrower or its relationships with any legal or regulatory body.

10.3. By undertaking the commitments outlined in sections 10.1 and 10.2, you acknowledge that as a result of Changes, Activities, or other updates, we may decide not to approve the Campaign or, if we have already approved the Campaign, remove it from the Platform at any time.

11. Fundraising from Other Sources

11.1. During the Commitment Period, you will be restricted from using any other crowdfunding services to raise funds, including but not limited to crowdfunding platforms, crowdlending platforms, investment solicitation platforms, investor clubs or chat groups, and services of other entities or individuals facilitating investment attraction.

12. Commissions

In normal circumstances, we will only charge you one commission, the "Success Fee," for our services, and we will only charge it if the Issuer/Borrower successfully attracts the investments they are seeking, as described in section 12.1. To protect ourselves from the unlawful use of the Platform, under limited circumstances described in sections 12.3-12.7, we may also charge you a "Disintermediation Fee" and/or "Break Clause Fee."

Success Fee

12.1. If the Issuer/Borrower successfully raises funds on the Platform, you agree to pay us the "Success Fee," which will consist of the following:

12.1.1. As compensation for our services in approving the Campaign and providing it to investment-authorized participants, a fundraising fee ranging from 6% of the Total Invested Amount, as mutually agreed between you and the Platform.

12.2. You agree that the payment of the Success Fee becomes due from the Issuer/Borrower at the time we present the documents, as described in section 4.5, and provided that the Campaign is closed in accordance with section 4.4. The Success Fee is deducted from the total investment amount when we transfer it to the Issuer/Borrower.

Disintermediation Fee

12.3. In addition to the Success Fee, if an investment-authorized participant (excluding a participant with whom you can prove to us that you had a pre-existing relationship before the date of your Campaign submission), who viewed the Campaign or any of its parts, makes investments in the Issuer/Borrower outside the Platform at any time within twelve months from the date of your Campaign submission:

12.3.1. You will promptly notify us as soon as you become aware of such investment.

12.3.2. As compensation for our work in conveying information about the Issuer/Borrower to the Investor/Lender, you will pay us a fee of 6% of the amount of money invested by such person.

12.3.3. The obligation to pay the fee specified in section 12.3.2. arises from the moment you receive investments, and in case of non-payment or cessation of its fulfillment, you will be charged a penalty of 0,3-0,5 % per month on the unpaid amount of such fee.

Break Clause Fee

As compensation for the work we have done and the value created for the Issuer/Borrower, you will pay us a fee for the breach of conditions equal to 10% of the Maximum Target Amount under the following circumstances:

12.4.1. After we have commenced the review of the Campaign, you decide not to continue raising capital for the Issuer/Borrower through the Platform and attract another crowdfunding,

fundraising, investment platform, or organization to raise capital within six months from the date you notified us that you would not continue the Campaign; or

12.4.2. After we have made the Campaign available for investment-authorized participants to review and commit to investing on the Platform, you (a) decide not to continue raising investments, (b) do not cooperate with us in providing accurate, current, and timely responses to our reasonable inquiries for due diligence, or (c) do not act in good faith to negotiate, accept, or execute (or ensure the acceptance or execution of) any of the agreements described in section 4.5.3 by the parties involved (except us).

12.5. We will waive the early termination fee specified in section 12.4 if you and we mutually agree not to continue the Campaign.

12.6. The obligation to pay the Break Clause Fee arises from the moment you receive our notice of the application of section 12.4 to you. In case of non-payment or cessation of its fulfillment, you will be charged a penalty of 0,3-0,5% per month on the unpaid amount of such fee.

13. Tax Exemption

13.1. If, during the creation of the Campaign, you specify that you would like Investors/Lenders investing funds in the Issuer/Borrower through the Platform to benefit from tax incentives according to Article 6 of the Constitutional Law of the Republic of Kazakhstan "On the International Financial Center "Astana," and we, based on the information provided by you, determine that Investors/Lenders are entitled to such benefits, we will indicate this in your Campaign.

14. Additional Investment Placement Materials

14.1. If you produce any materials for the offering or other promotional materials related to investments in the Issuer/Borrower, in addition to the approved Campaign itself, you are responsible for ensuring that the distribution of these materials complies with applicable rules of financial promotion and offering in each jurisdiction where such rules apply.

14.2. For the avoidance of doubt, the offering or promotional materials mentioned in section 14.1 include any communications through the discussion section and documents, as well as any additional documentation provided by you to Investors/Lenders, but none of these are part of the Campaign and will not be reviewed or approved by us.

Miscellaneous Matters

15. Impact of Acknowledgments and Commitments

15.1. By agreeing to these Terms and Conditions, you:

15.1.1. Confirm to us that you understand and agree with each of the statements and descriptions set forth in sections 2-5, collectively referred to as "Acknowledgments."

15.1.2. Commit to observe and fulfill the conditions outlined in sections 7 through 14, collectively referred to as "Commitments."

15.2. Indemnification and Release

By agreeing to these Terms and Conditions, you hereby agree to indemnify and hold us harmless from any losses, including indirect and consequential losses and lost profits, that we may incur as a result of:

- 15.2.1. Your actions contrary to the Acknowledgment;
- 15.2.2. Your non-compliance or non-fulfillment of any Commitment; or
- 15.2.3. Any other violation by you of these Terms and Conditions.

16. Appointment, Transfer, and Delegation

16.1. We may appoint, transfer, or delegate any of our obligations or rights under these Terms and Conditions to any person, provided that we are satisfied that such person is competent to perform or exercise the transferred obligations or rights. We may disclose information about you and your activities on the Platform to any person to whom we appoint, transfer, or delegate our obligations or rights.

16.2. The Campaign is personal to you, and therefore, none of your rights or obligations under these Terms and Conditions may be assigned, transferred, or delegated to any other person without prior written consent from ICBRICS+ and, where applicable, the Investor/Lender. Any attempt to transfer, assign, or delegate any of your rights or obligations in violation of this Section 16.2 shall be deemed null and void.

17. Termination

17.1. These Terms and Conditions remain in force and effect and are binding on both you and us unless and until:

17.1.1. We inform you that the Issuer/Borrower is not suitable for fundraising on the Platform under Section 2.2; 17.1.2. We refuse to approve the Campaign in accordance with Section 3.4; 17.1.3. We remove the Campaign after approval under Section 3.3; or 17.1.4. The investment is not completed, for example, under the circumstances described in Section 4.9.

17.2. Any termination of these Terms and Conditions does not affect the rights of both you and us regarding prior breaches.

17.3. Your obligations regarding the Disintermediation Fee and the Break Fee remain in effect for 12 months after the termination of these Terms and Conditions and continue until full payment.

18. General Provisions

18.1. No Partnership or Agency. These Terms and Conditions shall not be construed as creating a partnership, agency relationship, or joint venture between you and us. Nothing in these Terms and Conditions shall be construed to deem you and us as agents of each other.

18.2. No Waivers. No failure or delay on your or our part in exercising any of our rights under these Terms and Conditions shall be considered as a waiver of that right, and no waiver by you or us of any breach of any provision of these Terms and Conditions shall be considered as a waiver of any subsequent breach of the same or any other provision.

18.3. No Changes. No change to these Terms and Conditions shall be effective unless it is in writing and signed by each of you and us.

18.4. No Consultations. We do not provide investment, legal, regulatory, financial, or advisory services of any kind, and nothing in these Terms and Conditions or any part of your interaction with us constitutes such advice. If the Issuer/Borrower wishes to obtain such advice, they should consult with a professional independent consultant.

18.5. Severability. If any provision of these Terms and Conditions is determined by any court or other competent authority to be invalid or unenforceable, in whole or in part, the remaining terms and conditions shall remain in force (including the remainder of any affected provision).

18.6. Entire Agreement. In accordance with section 1.12, these Terms and Conditions and the information outlined in the Campaign constitute the entire agreement between you and us, replacing all prior agreements and understandings between you and us regarding the matters set forth herein. You and we acknowledge that, by agreeing to these Terms and Conditions, neither of us relies on or has any remedies in respect of any representation, warranty, pre-contractual statement, or other provision other than those expressly set out in these Terms and Conditions. Without limiting the generality of the foregoing, you shall have no remedies in respect of any innocent or negligent misrepresentation made by us under these Terms and Conditions, and your sole remedy shall be for breach of contract. However, nothing in these Terms and Conditions excludes liability for fraudulent statements or actions.

18.7. Additional Assurances. You and we shall, from time to time (both during the term of these Terms and Conditions and after their termination), perform all such acts and execute all such documents as may reasonably be necessary to give effect to the provisions of these Terms and Conditions.

18.8. Non-Solicitation of Employees. You agree not to solicit, entice, or hire any of our employees, directly or indirectly involved in providing services under these Terms and Conditions, to work for the Issuer/Borrower or any affiliated party, from the effective date of these Terms and Conditions until twelve months after the termination of any contractual relationship between us. In the event of a breach of this section 18.8, you shall be obliged to pay us a one-time payment equivalent to the annual salary of the employee.

18.9. Expenses. You and we shall individually and at your own expense bear all costs and expenses (including professional, legal, and accounting expenses) for the preparation, negotiation, and execution of any agreement or documentation related to these Terms and Conditions.

18.10. Duration (Survival). All disclaimers, indemnities, and exclusions in these Terms and Conditions shall survive the termination of these Terms and Conditions for any reason, as will any other provisions of these Terms and Conditions that by their nature are intended to survive such termination (including, without limitation, provisions regarding our fees).

18.11. Force Majeure. We shall not be considered in breach of these Terms and Conditions if a force majeure event occurs, and we shall not be liable or obligated in any manner for any losses or damages suffered by you due to any complete or partial failure, interruption, or delay in the performance of our duties and obligations caused by any act of God, fire, government action, state, supra-national body or regulatory authority, or war, civil unrest, terrorism, failure of any computer system, power failure, labor disputes of any nature, or any other cause (whether or not similar in nature to any of the foregoing) beyond our reasonable control.

18.12. Applicable Law and Jurisdiction. This Agreement and any disputes or claims arising out of or in connection with it, its subject matter, or its formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of the Astana International Financial Centre (AIFC). The AIFC Court shall have exclusive jurisdiction over any such action, although we reserve the right to bring proceedings against you for breach of these Terms and Conditions in your country of residence, the country where the Issuer/Borrower is located or registered, or any other relevant country.

18.13. Rights of Third Parties. Except as expressly provided in this Agreement, a person who is not a party to these Terms and Conditions may not enforce any of its terms, and notwithstanding any term of these Terms and Conditions, no consent of any third party is required for any change (including any release or compromise of any liability) or termination of these Terms and Conditions.

18.14. Data Protection. For the purposes of these Terms and Conditions and in connection with your use of the Platform and investments in the Issuer/Borrower, we may disclose your provided personal data to any of our affiliates or partners with whom we contract, engage, or work (including those located in other jurisdictions) in connection with the provision of services under these Terms and Conditions. We may also disclose such data to any tax, legislative, or regulatory authorities if required by such authorities. For more detailed information on how we use personal data, please refer to our Privacy Policy.

18.15. Performance. ICBRICS+ and the Issuer/Borrower shall be deemed to have properly performed these Terms and Conditions when you confirm your agreement to them using the means provided by us on the Platform or otherwise.

18.16. Document Language. These Terms and Conditions are drafted in the English language.

19. Notifications

19.1. Notifications from You to Us. Any notification from you to us regarding these Terms and Conditions or your Campaign must be sent by email to [insert an email], except where these Terms and Conditions or another Platform agreement you enter into establish alternative means by which you must send us a notification.

19.2. Notifications from Us to You. Any notification from us to you regarding these Terms and Conditions or your Campaign may be sent either through the Platform, by email, or by mail or courier to the physical address, each time using the details that the Issuer/Borrower or its representative registered on the Platform or otherwise notified to ICBRICS+.

19.3. Receipt of Notifications. Notifications sent in accordance with this section 19 via the Platform or by email are deemed received by the recipient at the time of dispatch. Notifications sent in accordance with this section 19 by mail or courier are deemed received by the recipient at the time of actual delivery. If you send us a notification by means other than those specified in section 19, and we actually receive it, we may, but are not obligated to, consider the notification received after its actual receipt.

19.4. Language of Notifications. All notifications sent in accordance with these Terms and Conditions may be issued in English.

RISK DISCLOSURE STATEMENT

This Disclosure contains a description of the risks associated with investing through the ICBRICS+ Platform. The purpose of this Disclosure is to provide the Investor with information about the risks related to investing and providing loans to businesses and to warn about potential financial losses. This Disclosure does not disclose information about all possible risks due to the variety of situations, but it allows determining an acceptable level of risk for the Investor, realistically assessing capabilities, and making a responsible decision to commence operations. In this Disclosure, the risk associated with conducting transactions through the Platform implies that investing using an investment platform is high risk and may result in the loss of investments in whole or in part.

Risk is a complex and multidimensional concept that is inseparably linked by cause-and-effect relationships with the bankruptcy of enterprises, currency devaluation, unexpected fluctuations in inflation and interest rates, and even changes in civil and tax legislation.

The Platform recommends that the Investor more carefully and comprehensively consider the acceptability of conducting operations from the perspective of financial capabilities and take a more responsible approach to the decision-making process in choosing a strategy. Risks arising from working in the investment market are divided into financial (liquidity risk), functional (operational risk, legal risk, regulatory risk, strategic risk), and risks of the operational environment (industry risk, competition risk, loss of business reputation risk).

Below are specific types of risks, the list of which is not exhaustive but allows the Investor to have a general idea of the main risks that may be encountered when operating on the Platform:

Liquidity Risk - the risk of losses due to the Borrower's inability to fulfill its obligations in full. Liquidity risk arises from the imbalance of the Borrower's financial assets and liabilities (including the untimely fulfillment of financial obligations by one or more of the Borrower's counterparts) and/or the unforeseen need for the Borrower to immediately and simultaneously fulfill its financial obligations. The risk is associated with the reduction of the Borrower's ability to finance its positions in a timely manner, i.e., to fulfill its financial obligations to clients and counterparts promptly and in full without deteriorating its solvency.

Operational Risk - the risk of incurring losses due to non-compliance with the nature and scale of the Borrower's activities and/or the requirements of the current legislation, internal rules, and procedures for conducting operations and other transactions, their violation by the Borrower's

employees and/or other individuals (due to incompetence, unintentional or intentional actions or inaction), inadequacy (insufficiency) of the Borrower's functional capabilities (characteristics), applied information, technological, and other systems and/or their failures (malfunctions), as well as a result of the impact of external events.

Legal Risk - the risk of losses to the Borrower due to the imperfections of the legal system (contradictions in legislation, the absence of legal norms regulating certain issues arising in the Borrower's activities); violations by counterparts of regulatory legal acts, as well as the terms of concluded contracts.

Regulatory Risk - the risk of losses to the Borrower due to non-compliance with the legislation of the Republic of Kazakhstan, the internal documents of the Borrower, as well as a result of the application of sanctions and/or other measures of influence by supervisory authorities.

Strategic Risk - the risk of losses to the Borrower due to errors (deficiencies) made in making decisions that determine the strategy of the Borrower's activities and development (strategic management).

Industry Risk - the risk of losses associated with financial and non-financial changes in the environment in which the Borrower operates. These risks may include the risk of an economic crisis, the risk of adverse changes in the rules established by government bodies.

Competition Risk - the risk arising from the more active position of the Borrower's competitors in the market for the services and works provided, the loss of competitive advantages, the customer base, and a decrease in profit.

Loss of Business Reputation Risk (Reputational Risk) - the risk of losses to the Borrower due to a reduction in the number of clients (counterparties) as a result of the formation of a negative perception of the Borrower's financial stability, the quality of services provided, or the nature of its activities in general.

The Declaration is not intended to restrict you from conducting operations through the Platform but aims to help you assess risks and approach the investment process responsibly, as well as the choice of an investment strategy.

User Agreement

This Agreement (hereinafter referred to as the "Agreement") governs your use of our website and the relationship between the Private company Investment club BRICS+ Ltd., (hereinafter referred to as "ICBRICS+") and you — the user of the services (hereinafter referred to as the "User" or "You").

1. General Provisions

In these Terms of Service, general provisions regulating your use of the website are outlined. By using our website, you fully accept these terms; accordingly, if you do not agree with these terms or any part of these terms, you should not use our website.

2. Connection with Other Agreements

In addition to this Agreement, our Privacy Policy applies to you and all other users of the website, providing detailed information on how your personal data will be used. All of this together is referred to as the "Website Agreements."

During the use of the website, you may agree to some other agreements. For example, if you want to register on ICBRICS+, you will need to agree to the Participation Agreement, and if you want to invest in businesses through ICBRICS+, you will need to agree to the relevant Investment Agreement. We call all these other agreements "Platform Agreements" because they not only regulate your technical use of the website but establish the basic conditions governing your relationship with us when you use our platform.

Website Agreements will continue to apply to you even after you agree to the Platform Agreements. However, if there is a conflict between the Website Agreements and the Platform Agreement you agree to, the Platform Agreement will take precedence.

3. Intellectual Property

The website may include, at any time, text, graphics, logos, icons, images, sound clips, video clips, and data compilations, along with the layout of the website pages, underlying code, and software – collectively referred to as "Content."

All Content is the property of ICBRICS+, our affiliates, or third parties with whom we collaborate. This means that you do not have the right to reproduce, copy, distribute, store, or otherwise reuse materials from the website unless otherwise specified on the website or unless ICBRICS+ has provided explicit written permission for it. Importantly, data mining or web scraping from the website is not allowed without ICBRICS+ 's direct written permission.

4. Links to Other Websites

This site may contain links to other websites. Unless explicitly stated otherwise, you should assume that these other sites are not under the control ICBRICS+ or our affiliates. We do not take any responsibility for the content of such sites and disclaim any liability for any form of loss or damage arising from their use. Additionally, even if we provide a link to another site on this site, it does not imply that we endorse that site or recommend its use in any way.

5. Disclaimer

If you choose to agree to the Participation Agreement, you will notice that within it—and in other Platform agreements—we make certain promises regarding what parts of the website and its content we are responsible for and what we are not. This means that if you are a party to one of these agreements and something goes wrong while you use the website, you may be able to hold us accountable depending on the circumstances.

However, with the exception of specific promises made in the Platform agreements you are party to, you should be aware that:

- We do not provide any warranties or representations (explicit or implied) that the website will meet your requirements, be of satisfactory quality, be suitable for a particular purpose, not infringe on third-party rights, be compatible with all systems, be secure, or that all information provided will be accurate.
- We do not guarantee any specific results from using the website.
- No part of this website constitutes a recommendation, and the content of this website should not be relied upon when making any decisions or taking any actions of any kind.
- The website is provided "as is" and "as available," and we make no warranties that it is free from defects and/or faults.
- We are not responsible for any failures or unavailability of the website due to external factors, including but not limited to provider equipment failures, host equipment failures, network failures, power outages, natural disasters, military actions, or legal restrictions and censorship.
- To the maximum extent permitted by law, we disclaim responsibility for any direct or indirect losses or damages, whether foreseeable or otherwise, including any indirect, incidental, or direct losses arising from your use of the website or any information contained on it, and you use the website and its content at your own risk. This does not exclude or limit our liability for death or personal injury arising from your use of the website.
- Users must be aware that they use the website and its content at their own risk.

6. Severability

We have made every effort to ensure that this User Agreement strictly complies with the relevant requirements of the AIFC Implied Terms in Contracts and Unfair Terms Regulations 2017 and other applicable rules. However, in the event that any of these provisions are deemed unlawful, invalid, or unenforceable, such provision will be deemed excluded from this User Agreement and will not affect the validity and enforceability of the remaining provisions of the User Agreement. This provision of "severability" applies only in jurisdictions where the specific provision is unlawful.

7. Waiver of Rights

If you or we do not exercise any right or legal remedy contained in these Terms of Service, it does not mean that you or we (depending on the situation) have waived such right or legal remedy, and it should not be construed as a waiver.

8. Revision

From time to time, we may update this User Agreement for substantial reasons, such as reflecting changes in legislation or modifications to our services. If we update this User Agreement, we will post a new version on the Website, and once you begin using the website after the posting, it will be deemed that you have agreed to the updated version. However, you will still be bound by the terms of any previous versions with which you agreed or were deemed to agree. In case of a conflict between two versions of User Agreements with which you agreed or were deemed to agree, the latest version takes precedence unless explicitly stated otherwise.

9. Communications

If you wish to contact us regarding any matter related to this User Agreement, you can do so by sending an email to compliance@brics-invest.club. Please note that the webmaster can only respond to questions related to this User Agreement and any technical issues related to the use of the Website. If you have any other questions about the Website, you should write to the relevant address specified in the "Contacts" section on the Website.

10. Complaints

If you wish to file a complaint against ICBRICS+, the complaint procedure is outlined in the Participation Agreement, which can be accessed through your ICBRICS+ profile. If we do not resolve your complaint, you have the right to file a complaint directly with the AFSA Astana Financial Services Authority at: Pavilion C-3.2, 55/17 Mangilik El Avenue, Astana city, Republic of Kazakhstan, or through the website: <https://afsa.aifc.kz/>.

11. Applicable Law

These Terms of Service, as well as the relationships between you and ICBRICS+ established based on them, are governed and interpreted in accordance with the laws of the International Financial Center “Astana.”

12. Jurisdiction

Any dispute, disagreement, contradiction, or demand, contractual or non-contractual, arising from or in connection with this Agreement, including matters related to its existence, validity, interpretation, performance, breach, or termination, shall be submitted to and finally resolved through arbitration conducted by the International Arbitration Center of the International Financial Center “Astana” (“IAC”), in accordance with the Arbitration and Mediation Rules of the IAC in effect on the date the Request for Arbitration is submitted to the IAC Registrar, and forming an integral part of this clause/agreement.

13. Definitions

In this agreement, we use several terms with initial capitalization, indicating that they have specific definitions. In some cases, the definition is provided upon first use, but in others, we provide the meaning below.

- **Privacy Policy** means the privacy policy of the website.
- **Investment Club BRICS+ Limited** is a private company registered in the International Financial Center “Astana” under the business identification number 240940900602.
- **Website** means the website you are currently using <https://brics-invest.club> and any subdomains of this site, unless explicitly excluded by their own terms and conditions).