

**THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. If you are in any doubt about the Increased Offer or the contents of this document or what action you should take, you are recommended to seek your own personal financial advice immediately from your stockbroker, bank manager, solicitor, accountant or other independent financial adviser duly authorised under the Financial Services and Markets Act 2000 (as amended from time to time) if you are resident in the United Kingdom or, if not, from another appropriately authorised independent financial adviser in the relevant jurisdiction.**

This document and any documents incorporated into it by reference should be read in conjunction with the accompanying Form of Acceptance (if you hold KAZ Minerals Shares in certificated form).

If you have sold or otherwise transferred all of your KAZ Minerals Shares (other than pursuant to the Increased Offer), please send this document, together with the accompanying reply-paid envelope (for use in the UK only), but not the personalised Form of Acceptance, at once to the purchaser or transferee, or the stockbroker, bank or other agent through whom the sale or transfer was effected (but not into a Restricted Jurisdiction), for delivery to the purchaser or transferee. If you have sold or otherwise transferred only part of your holding of KAZ Minerals Shares, you should retain these documents and consult the stockbroker, bank or other agent through whom the sale or transfer was effected. If you have recently purchased or otherwise acquired KAZ Minerals Shares in certificated form, notwithstanding receipt of this document and any accompanying documents from the transferor, you should contact the Receiving Agent to obtain a personalised Form of Acceptance.

The Increased Offer referred to in this document and the accompanying Form of Acceptance is not being made, and will not be made, directly or indirectly, in, into or from any Restricted Jurisdiction and will not be capable of acceptance from within any Restricted Jurisdiction. Accordingly, such documents should not be forwarded, distributed or transmitted in whole or in part in, into or from any Restricted Jurisdiction.

**The release, publication or distribution of this document and the accompanying Form of Acceptance in, into or from jurisdictions other than the United Kingdom, and the availability of the Increased Offer to KAZ Minerals Shareholders who are not resident in the United Kingdom, may be restricted by the laws of those jurisdictions and therefore persons into whose possession this document and the accompanying Form of Acceptance comes should inform themselves about, and observe, such restrictions. Any failure to comply with the restrictions may constitute a violation of the securities laws of any such jurisdiction. To the fullest extent permitted by law, Bidco and KAZ Minerals disclaim any responsibility or liability for the violation of such restrictions by such persons. This document does not constitute an offer to sell or issue, nor the solicitation of an offer to buy or subscribe for, shares in any jurisdiction in which such offer or solicitation is unlawful.**

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**Increased Recommended Cash Offer**

**by**

**NOVA RESOURCES B.V.**

**(a company indirectly owned by joint offerors (i) Oleg Novachuk and  
(ii) Vladimir Kim)**

**for**

**KAZ MINERALS PLC**

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**KAZ Minerals Shareholders should read carefully the whole of this document and (in the case of KAZ Minerals Shareholders holding KAZ Minerals Shares in certificated form) the accompanying Form of Acceptance. Your attention is drawn to the letter from the Deputy Chair of KAZ Minerals in Part 1 of this document, which contains the unanimous recommendation of the members of the Independent Committee to accept the Increased Offer, which is set out on pages 10 to 14 of this document.**

**The procedure for acceptance of the Increased Offer is set out on pages 25 to 30 of this document and, in respect of KAZ Minerals Shares in certificated form, in the Form of Acceptance. To accept the Increased Offer in respect of KAZ Minerals Shares in certificated form, you must complete and return the accompanying Form of Acceptance as soon as possible and, in any event, so as to be received by the Receiving Agent by no later than 1.00 p.m. on 9 March 2021. Acceptances in respect of KAZ Minerals Shares in uncertificated form must be made electronically through CREST so that the TTE instruction settles no later than 1.00 p.m. on 9 March 2021. If you are a CREST sponsored member, you should refer**

**to your CREST sponsor as only your CREST sponsor will be able to send the necessary TTE instruction to Euroclear.**

This document is available, subject to certain restrictions relating to persons resident in Restricted Jurisdictions, on Bidco's website at <http://www.novaresourcesbv.com/Announcements.html> and on KAZ Minerals' website at <https://www.kazminerals.com/investors/announcement/details/>. The content of the websites referred to in this document are not incorporated into and do not form part of this document.

**Subject to certain restrictions in relation to persons in any Restricted Jurisdiction, you may request a hard copy of this document (and any information incorporated into it by reference to another source) by contacting the Receiving Agent at Computershare, Corporate Actions Projects, Bristol, BS99 6AH or between 8.30 a.m. and 5.30 p.m. Monday to Friday (excluding UK public holidays) on (0) 370 707 1100 from within the UK (or on +44 (0) 370 707 1100 if calling from outside the UK) with an address to which the hard copy may be sent. Calls may be recorded and randomly monitored for security and training purposes. You may also request that all future documents, announcements and information to be sent to you in relation to the Acquisition should be in hard copy form.**

A hard copy of this document (and any information incorporated into it by reference to another source) will not be sent to you unless you have previously notified KAZ Minerals' Registrar or the Receiving Agent that you wished to receive all documents in hard copy form or unless requested in accordance with the procedure set out above.

**Capitalised words and phrases used in this document shall have the meanings given to them in Appendix VI to this document.**

If you have any questions about this document or the accompanying document(s) or are in any doubt as to how to complete the Form of Acceptance (if you hold KAZ Minerals Shares in certificated form), please call the Shareholder Helpline operated by Computershare, on +44 (0) 370 707 1100 between 8.30 a.m. and 5.30 p.m. Monday to Friday (excluding UK public holidays). Calls from outside the UK will be charged at the applicable international rate. Different charges may apply to calls from mobile telephones. Calls may be recorded and randomly monitored for security and training purposes. The Shareholder Helpline cannot provide advice on the merits of the Increased Offer nor give any financial, legal or tax advice.

VTB Capital plc ("**VTB Capital**"), which is authorised by the PRA and regulated by the PRA and the FCA in the United Kingdom, is acting exclusively for Bidco and no one else in connection with the Acquisition and will not be responsible to anyone other than Bidco for providing the protections afforded to clients of VTB Capital nor for giving advice in relation to the Acquisition or any matter or arrangement referred to in this document.

Citigroup Global Markets Limited ("**Citigroup**"), which is authorised by the PRA and regulated in the UK by the FCA and the PRA, is acting as financial adviser to KAZ Minerals and no one else in connection with the Acquisition and other matters described in this document, and will not be responsible to anyone other than KAZ Minerals for providing the protections afforded to clients of Citigroup nor for providing advice in connection with the Acquisition or any other matters referred to herein. Neither Citigroup nor any of its affiliates, directors or employees owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, consequential, whether in contract, in tort, in delict, under statute or otherwise) to any person who is not a client of Citigroup in connection with this document, any statement contained herein, the Acquisition or otherwise.

UBS AG London Branch ("**UBS**") is authorised and regulated by the Financial Market Supervisory Authority in Switzerland. It is authorised by the PRA and subject to regulation by the FCA and limited regulation by the PRA in the United Kingdom. UBS provides financial and corporate broking advice to KAZ Minerals and no one else in connection with the matters described in this document. In connection with such matters, UBS will not regard any other person as its client, nor will it be responsible to any other person for providing the protections afforded to its clients or for providing advice in connection with this document, any statement contained herein, the Acquisition or otherwise.

## IMPORTANT NOTICE

This document has been prepared in accordance with English law and the Takeover Code and information disclosed may not be the same as that which would have been prepared in accordance with the laws of jurisdictions outside England. The statements contained in this document are not to be construed as legal, business, financial or tax advice. If you are in any doubt about the contents of this document, you should consult your own legal adviser, financial adviser or tax adviser for legal, business, financial or tax advice.

No person has been authorised to make any representations on behalf of KAZ Minerals or Bidco concerning the Increased Offer which are inconsistent with the statements contained in this document and any such representations, if made, may not be relied upon as having been so authorised.

The statements contained in this document are made as at the date of this document, unless some other time is specified in relation to them, and service of this document shall not give rise to any implication that there has been no change in the facts set out in this document since such date. Nothing contained in this document shall be deemed to be a forecast, projection or estimate of the future financial performance of KAZ Minerals except where otherwise expressly stated. Neither Bidco nor KAZ Minerals intends, or undertakes any obligation, to update information contained in this document, except as required by applicable law, the Takeover Code or other regulation.

### **Overseas shareholders**

This document has been prepared in accordance with English law and regulation (including the Takeover Code, the Market Abuse Regulation and the Disclosure Guidance and Transparency Rules) and information disclosed may not be the same as that which would have been prepared in accordance with the laws and regulations of jurisdictions outside England.

The Acquisition is subject to the applicable rules and regulations of the FCA, the London Stock Exchange and the Takeover Code.

The release, publication or distribution of this document in jurisdictions other than the United Kingdom and the availability of the Increased Offer to KAZ Minerals Shareholders who are not resident in the United Kingdom may be affected by the laws of relevant jurisdictions. Therefore any persons who are subject to the laws of any jurisdiction other than the United Kingdom or KAZ Minerals Shareholders who are not resident in the United Kingdom will need to inform themselves about, and observe, any applicable legal or regulatory requirements. Any failure to comply with such requirements may constitute a violation of the securities laws of any such jurisdiction. To the fullest extent permitted by applicable law, Bidco and KAZ Minerals disclaim any responsibility or liability for the violation of such restrictions by such persons. This document does not constitute an offer to sell or issue, nor the solicitation of an offer to buy or subscribe for, shares in any jurisdiction in which such offer or solicitation is unlawful.

Unless otherwise determined by Bidco or required by the Takeover Code (and permitted by applicable law and regulation), the Increased Offer is not being communicated, and will not be communicated, directly or indirectly, in or into, or by use of the mails of or any means or instrumentality (including, but not limited to, by mail, telephonically or electronically by way of internet or otherwise) of interstate or foreign commerce of, or by any facilities of a national, state or securities exchange of, any Restricted Jurisdiction and will not be capable of acceptance by any such use, means, instrumentality or facility or from within such Restricted Jurisdiction. Accordingly, unless otherwise determined by Bidco or required by the Takeover Code and permitted by applicable law and regulation, copies of this document and the accompanying Form of Acceptance are not being, and must not be, directly or indirectly mailed, transmitted or otherwise forwarded, distributed or sent in, into or from any Restricted Jurisdiction. Accordingly, any person (including, without limitation, any custodian, nominee or trustee) who would, or otherwise intends to, or who may have a contractual or legal obligation to, forward this document and/or the accompanying document(s) to any jurisdiction outside the United Kingdom, should inform themselves of, and observe, these restrictions and must not, directly or indirectly, mail, send or otherwise forward or distribute them in, into or from any Restricted Jurisdiction. Doing so may render any purported acceptance of the Increased Offer invalid.

Further information for overseas shareholders is set out in paragraph 7 of Part B of Appendix I to this document. Any person (including, without limitation, any custodian, nominee or trustee) who would, or otherwise intends to, or who may have a contractual or legal obligation to forward this document, together with the accompanying Form of Acceptance, to any jurisdiction outside the United Kingdom should read that paragraph.

### **Important Notice to US holders of KAZ Minerals Shares**

The Acquisition relates to the shares of an English company and is being made by means of a contractual takeover offer under the Takeover Code and under the laws of England and Wales. The Increased Offer will be made in the United States pursuant to all applicable laws and regulations, including, to the extent applicable, Section 14(e) and Regulation 14E under the US Securities and Exchange Act of 1934 (the “**US Exchange Act**”) and otherwise in accordance with the requirements of the Takeover Code. Accordingly, the Acquisition will be subject to disclosure and other procedural requirements, including with respect to withdrawal rights, offer timetable, settlement procedures and timing of payments that are different from those applicable under US domestic tender offer procedures and law. The Increased Offer is being made in the United States by Bidco and no one else.

Furthermore, the payment and settlement procedure with respect to the Increased Offer will comply with the relevant United Kingdom rules, which differ from US payment and settlement procedures, particularly with regard to the date of payment of consideration.

In accordance with, and to the extent permitted by, the Takeover Code and normal UK market practice, VTB Capital and their respective affiliates may continue to act as exempt principal traders or exempt market makers in KAZ Minerals Shares on the London Stock Exchange and will engage in certain other purchasing activities consistent with their respective normal and usual practice and applicable law, as permitted by Rule 14e-5(b)(9) under the US Exchange Act.

In addition, Bidco, its affiliates, their advisors, and the nominees or brokers (acting as agents) may make certain purchases of, or arrangements to purchase, shares in KAZ Minerals outside the Acquisition, such as in open market purchases or privately negotiated purchases, during the period in which the Acquisition remains open for acceptance. If such purchases or arrangements to purchase were to be made, they would be made outside the US and would comply with applicable law, including United Kingdom laws and the US Exchange Act. Any such purchases by Bidco or its affiliates will not be made at prices higher than the price of the Acquisition provided in this announcement unless the price of the Acquisition is increased accordingly. Any information about such purchases or arrangements to purchase shall be disclosed as required under United Kingdom laws and will be available to all investors (including US investors) via the Regulatory Information Service on [www.londonstockexchange.com](http://www.londonstockexchange.com). To the extent that such information is required to be publicly disclosed in the United Kingdom in accordance with applicable regulatory requirements, this information will, as applicable, also be publicly disclosed in the United States.

The financial statements, and all financial information included in this announcement or that may be included in this Offer Document, have been prepared in accordance with accounting standards applicable in the United Kingdom and thus may not be comparable to financial statements and information of US companies or companies whose financial statements are prepared in accordance with generally accepted accounting principles in the US (“**US GAAP**”). US GAAP differs in certain significant respects from accounting standards applicable in the United Kingdom. None of the financial information in this announcement has been audited in accordance with auditing standards generally accepted in the United States or the auditing standards of the Public Company Accounting Oversight Board (United States).

Neither the Acquisition nor this announcement have been approved or disapproved by the Securities and Exchange Commission, any state securities commission in the United States or any other US regulatory authority, nor have such authorities passed upon or determined the adequacy or accuracy of the information contained in this announcement or the merits of this Increased Offer. Any representation to the contrary is a criminal offence in the US.

The receipt of cash by a US holder as consideration for the transfer of its KAZ Minerals Shares pursuant to the Acquisition will likely be a taxable transaction for US federal income tax purposes and under applicable US state and local, as well as foreign and other, tax laws. Each US holder of KAZ Minerals Shares is urged to consult their independent professional adviser immediately regarding the tax consequences of the Acquisition applicable to him or her.

### **Forward-looking statements**

This document (including information incorporated by reference in this document), oral statements made regarding the Acquisition, and other information published by Bidco and KAZ Minerals contains statements about Bidco and KAZ Minerals that are or may be deemed to be “forward looking statements”. These statements are prospective in nature and are not based on historical facts, but rather based on the current expectations of the management of Bidco and KAZ Minerals about future events, and are naturally subject to uncertainty and changes in circumstances. The forward looking statements contained in this document include statements relating to the financial position, business strategy or plans for future operations of, and the expected effects of the Acquisition on, Bidco and KAZ Minerals and the Wider KAZ Minerals Group, the expected timing and scope of the Acquisition and other statements other than historical facts. Without limitation, any statements preceded or followed by or that include the words “targets”, “plans”, “believes”, “expects”, “aims”, “intends”, “will”, “may”, “should”, “would”, “could”, “anticipates”, “estimates”, “projects”, “strategy” or words or terms of similar substance or the negative thereof are forward looking statements.

Such forward looking statements are not guarantees of future performance. By their nature, because they relate to events and depend on circumstances that will occur in the future, such forward looking statements involve risks and uncertainties that could significantly affect expected results and are based on certain key assumptions. Many factors could cause actual results and developments to differ materially from those projected or implied in any forward looking statements. These factors include, but are not limited to, the satisfaction of the Conditions to the Acquisition, as well as additional factors, such as changes in political and economic conditions, changes in the level of capital investment, retention of key employees, changes in customer habits, success of business and operating initiatives and restructuring objectives, impact of any acquisitions or similar transactions, changes in customers’ strategies and stability, competitive product and pricing measures, changes in the regulatory environment, fluctuations or interest and exchange rates, the outcome of any litigation. Other unknown or unpredictable factors could cause actual results to differ materially from those in the forward-looking statements. Due to such uncertainties and risks, readers are cautioned not to place undue reliance on such forward looking statements, which speak only as of the date hereof. Each of Bidco and KAZ Minerals disclaims any obligation to update publicly or revise any forward looking or other statements contained herein, whether as a result of new information, future events or otherwise, except as required by applicable law.

### **No profit forecasts or profit estimates**

No statement in this document is intended as a profit forecast or profit estimate for any period and no statement in this document should be interpreted to mean that earnings or earnings per share for KAZ Minerals for the current or future financial years would necessarily match or exceed the historical published earnings or earnings per share for KAZ Minerals. Neither Bidco nor KAZ Minerals intends, or undertakes any obligation, to update information contained in this document, except as required by applicable law, the Takeover Code or other regulation.

### **Right to switch to a Scheme**

Bidco reserves the right to elect, with the consent of the Panel, and subject to the terms of Cooperation Agreement, to implement the Acquisition by way of a Scheme. In such an event, the Scheme will be implemented on the same terms or, if Bidco so decides, on such other terms being no less favourable (subject to appropriate amendments), so far as practicable, as those which would apply to the Increased Offer and subject to appropriate amendments.

## **Disclosure requirements of the Takeover Code**

Under Rule 8.3(a) of the Takeover Code, any person who is interested in 1% or more of any class of relevant securities of an offeree company or of any securities exchange offeror (being any offeror other than an offeror in respect of which it has been announced that its offer is, or is likely to be, solely in cash) must make an Opening Position Disclosure following the commencement of the Offer Period and, if later, following the announcement in which any securities exchange offeror is first identified. An Opening Position Disclosure must contain details of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company and (ii) any securities exchange offeror(s). An Opening Position Disclosure by a person to whom Rule 8.3(a) applies must be made by no later than 3.30 pm (London time) on the 10th Business Day following the commencement of the Offer Period and, if appropriate, by no later than 3.30 pm (London time) on the 10th Business Day following the announcement in which any securities exchange offeror is first identified. Relevant persons who deal in the relevant securities of the offeree company or of a securities exchange offeror prior to the deadline for making an Opening Position Disclosure must instead make a Dealing Disclosure.

Under Rule 8.3(b) of the Takeover Code, any person who is, or becomes, interested in 1% or more of any class of relevant securities of the offeree company or of any securities exchange offeror must make a Dealing Disclosure if the person deals in any relevant securities of the offeree company or of any securities exchange offeror. A Dealing Disclosure must contain details of the dealing concerned and of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company and (ii) any securities exchange offeror(s), save to the extent that these details have previously been disclosed under Rule 8. A Dealing Disclosure by a person to whom Rule 8.3(b) applies must be made by no later than 3.30 pm (London time) on the Business Day following the date of the relevant dealing.

If two or more persons act together pursuant to an agreement or understanding, whether formal or informal, to acquire or control an interest in relevant securities of an offeree company or a securities exchange offeror, they will be deemed to be a single person for the purpose of Rule 8.3.

Opening Position Disclosures must also be made by the offeree company and by any offeror and Dealing Disclosures must also be made by the offeree company, by any offeror and by any persons acting in concert with any of them (see Rules 8.1, 8.2 and 8.4).

Details of the offeree and offeror companies in respect of whose relevant securities Opening Position Disclosures and Dealing Disclosures must be made can be found in the Disclosure Table on the Takeover Panel's website at [www.thetakeoverpanel.org.uk](http://www.thetakeoverpanel.org.uk), including details of the number of relevant securities in issue, when the Offer Period commenced and when any offeror was first identified. You should contact the Panel's Market Surveillance Unit on +44 (0)20 7638 0129 if you are in any doubt as to whether you are required to make an Opening Position Disclosure or a Dealing Disclosure.

## **Information relating to KAZ Minerals Shareholders**

Please be aware that addresses, electronic addresses and certain other information provided by KAZ Minerals Shareholders, persons with information rights and other relevant persons for the receipt of communications from KAZ Minerals may be provided to Bidco during the Offer Period as required under Section 4 of Appendix 4 to the Takeover Code.

## **Rounding**

Certain figures included in this document have been subjected to rounding adjustments. Accordingly, figures shown for the same category presented in different tables or forms may vary slightly and figures shown as totals in certain tables or forms may not be an arithmetic aggregation of the figures that precede them.

The date of publication of this document is 8 February 2021.

**ACTION TO BE TAKEN IF YOU WISH TO ACCEPT THE INCREASED OFFER:**

- (A) **IF YOU HOLD KAZ MINERALS SHARES IN CERTIFICATED FORM**, YOU SHOULD COMPLETE THE ACCOMPANYING FORM OF ACCEPTANCE IN ACCORDANCE WITH THE INSTRUCTIONS PRINTED THEREON. THE COMPLETED FORM OF ACCEPTANCE, TOGETHER WITH YOUR SHARE CERTIFICATE(S) AND/OR OTHER DOCUMENT(S) OF TITLE MUST BE RETURNED AS SOON AS POSSIBLE AND IN ANY EVENT SO AS TO BE RECEIVED BY THE RECEIVING AGENT BY POST AT COMPUTERSHARE, CORPORATE ACTIONS PROJECTS, BRISTOL, BS99 6AH, NO LATER THAN 1.00 P.M. ON 9 MARCH 2021. A REPLY-PAID ENVELOPE IS ENCLOSED FOR USE IN THE UNITED KINGDOM.
- (B) **IF YOU HOLD YOUR KAZ MINERALS SHARES IN UNCERTIFICATED FORM**, THAT IS, IN CREST, YOU SHOULD READ PARAGRAPH 19.2 OF THE LETTER FROM BIDCO TO KAZ MINERALS SHAREHOLDERS IN PART 2 OF THIS DOCUMENT AND ENSURE THAT AN ELECTRONIC ACCEPTANCE IS MADE BY YOU OR ON YOUR BEHALF AND THAT SETTLEMENT IS MADE NO LATER THAN 1.00 P.M. ON 9 MARCH 2021.

**IF YOU REQUIRE ASSISTANCE IN COMPLETING YOUR FORM OF ACCEPTANCE (OR WISH TO OBTAIN AN ADDITIONAL FORM OF ACCEPTANCE) OR HAVE QUESTIONS IN RELATION TO MAKING AN ELECTRONIC ACCEPTANCE, PLEASE CONTACT THE RECEIVING AGENT BETWEEN 8.30 A.M. AND 5.30 P.M. MONDAY TO FRIDAY (EXCLUDING UK PUBLIC HOLIDAYS) ON (0) 370 707 1100 FROM WITHIN THE UK (OR ON +44 (0) 370 707 1100 IF CALLING FROM OUTSIDE THE UK).** Please note that calls may be monitored or recorded. No advice on the merits of the Increased Offer or any financial, legal or tax advice can be given.

UNLESS OTHERWISE SPECIFIED, ALL REFERENCES TO TIME IN THIS DOCUMENT AND IN THE FORM OF ACCEPTANCE ARE TO LONDON TIME.

**Settlement**

Subject to the Increased Offer becoming or being declared unconditional in all respects, settlement for those KAZ Minerals Shareholders who have validly accepted the Increased Offer will be effected within 14 calendar days of the Increased Offer becoming or being declared unconditional in all respects or, in relation to valid acceptances received after this date, within 14 calendar days of receipt of that acceptance.

This page should be read in conjunction with the rest of this document and, in the case of KAZ Minerals Shares held in certificated form, the Form of Acceptance. KAZ Minerals Shareholders are recommended to seek financial advice from their stockbroker, bank manager, solicitor, accountant or other independent financial adviser authorised under the Financial Services and Markets Act 2000 (as amended from time to time) if they are resident in the United Kingdom or, if not, from another appropriately authorised independent financial adviser in the relevant jurisdiction.

**THE FIRST CLOSING DATE OF THE INCREASED OFFER IS 1.00 P.M. ON 9 MARCH 2021**

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## PART 1

### LETTER OF RECOMMENDATION FROM THE DEPUTY CHAIR OF KAZ MINERALS PLC

*Members of the Independent Committee:*

Michael Lynch-Bell, *Deputy Chair and Senior Independent Non-Executive Director*  
Andrew Southam, *Chief Executive Officer*  
Lynda Armstrong, *Independent Non-Executive Director*  
Alison Baker, *Independent Non-Executive Director*  
John MacKenzie, *Independent Non-Executive Director*  
Charles Watson, *Independent Non-Executive Director*

*Registered office:*

KAZ Minerals PLC  
6th Floor Cardinal Place  
100 Victoria Street  
London  
SW1E 5JL

8 February 2021

*To KAZ Minerals Shareholders and, for information only, to participants in the KAZ Minerals Share Plans and persons with information rights.*

Dear KAZ Minerals Shareholder,

#### INCREASED RECOMMENDED CASH OFFER BY NOVA RESOURCES B.V. FOR KAZ MINERALS PLC

##### 1. INTRODUCTION

On 28 October 2020, the Bidco Directors and the Independent Committee of KAZ Minerals announced that they had reached agreement on the terms of a recommended cash offer by Bidco (a company indirectly owned by joint offerors (i) Oleg Novachuk and (ii) Vladimir Kim) for the entire issued and to be issued ordinary share capital of KAZ Minerals (other than the KAZ Minerals Shares already owned or controlled by either member of the Consortium). On 7 December 2020, Bidco announced that the Acquisition is to be implemented by way of a recommended takeover offer.

As announced on 4 February 2021, Bidco and the Independent Committee of KAZ Minerals have reached agreement on the terms of a significantly increased recommended cash offer comprising 780 pence in cash for each KAZ Minerals Share, which has been unanimously recommended by the Independent Committee of KAZ Minerals.

Further information regarding Bidco and the Consortium can be found in the letter from Bidco in Part 2 of this document.

The purpose of this letter is to explain the background to the Acquisition and the reasons why the Independent Committee, who have been so advised by Citigroup and UBS as to the financial terms of the Acquisition, consider the terms of the Acquisition to be fair and reasonable and unanimously recommend that you accept the Increased Offer in respect of your KAZ Minerals Shares.

The formal Increased Offer, and the action to be taken in order to accept the Increased Offer, is set out in the letter from Bidco in Part 2 of this document.

##### 2. SUMMARY TERMS OF THE INCREASED OFFER

Under the terms of the Acquisition, which is subject to the Conditions and further terms set out in Appendix I to this document, KAZ Minerals Shareholders will be entitled to receive:

<b>For each KAZ Minerals ordinary share</b>	<b>780 pence in cash (the “Increased Offer Price”)</b>
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The terms of the Acquisition value the entire issued and to be issued share capital of KAZ Minerals at approximately £3.7 billion. The Increased Offer Price represents a premium of approximately:

- 21.9 per cent. to the Original Offer Price of 640 pence in cash for each KAZ Minerals Share;
- 52.2 per cent. to the Closing Price of 512.4 pence per KAZ Minerals Share on 2 October 2020 (being the last Business Day prior to agreement in respect of the Original Offer having been reached with the Independent Committee);
- 36.7 per cent. to the Closing Price of 570.8 pence per KAZ Minerals Share on 27 October 2020 (being the last Business Day prior to the date of the 2.7 Announcement);
- 42.0 per cent. to the volume-weighted average price of 549.2 pence per KAZ Minerals Share for the one-month period ended 27 October 2020 (being the last Business Day prior to the date of the 2.7 Announcement); and
- 54.2 per cent. to the volume-weighted average price of 505.8 pence per KAZ Minerals Share for the six-month period ended 27 October 2020 (being the last Business Day prior to the date of the 2.7 Announcement).

If, on or after the date of the 2.7 Announcement, any dividend and/or other distribution and/or return of capital is declared, made or paid or becomes payable in respect of the KAZ Minerals Shares, Bidco reserves the right to reduce the Increased Offer Price payable under the terms of the Acquisition for KAZ Minerals Shares by an amount up to the amount of such dividend and/or other distribution and/or return of capital, in which case any reference in this document to the Increased Offer Price payable under the terms of the Acquisition will be deemed to be a reference to the Increased Offer Price as so reduced. In such circumstances, the relevant KAZ Minerals Shareholders will be entitled to retain any such dividend and/or other distribution and/or return of capital.

The Increased Offer extends to any KAZ Minerals Shares, transferred or sold from treasury or unconditionally allotted or issued prior to the date on which the Increased Offer closes (or such earlier date as Bidco may, subject to the rules of the Takeover Code or with the consent of the Panel, decide), including KAZ Minerals Shares issued or transferred from treasury as a result of the exercise of options or vesting of awards granted under the KAZ Minerals Share Plans.

### **3. BACKGROUND TO AND REASONS FOR THE INDEPENDENT COMMITTEE RECOMMENDATION**

On 28 October 2020, it was announced that the boards of Bidco and KAZ Minerals had reached agreement on the terms of a recommended cash offer by Bidco for the entire issued and to be issued share capital of KAZ Minerals (other than the KAZ Minerals Shares already owned or controlled by the Consortium). In reaching its decision to recommend the Acquisition to KAZ Minerals Shareholders at the time, the Independent Committee took account of a number of factors and concluded that the Acquisition provided KAZ Minerals Shareholders with a fair value for KAZ Minerals' operating assets and development portfolio in Kazakhstan and Kyrgyzstan, whilst crystallising a value for the Baimskaya project which reflected the Independent Committee's view of the increasing risks of the project.

Subsequent to that announcement, there have been a number of significant developments that have affected KAZ Minerals specifically, as well as its copper mining peer group. The LME copper price has increased by 14 per cent since 26 October 2020 and medium-term analyst price expectations for copper have also been revised upwards, resulting in stronger forecast cash flows for KAZ Minerals. The share prices of other copper-focused companies have also risen over the same period, reflecting this improved outlook.

In light of this, the Independent Committee notified Bidco that, if the improved market conditions persisted, it would expect to withdraw its recommendation of the Acquisition unless a higher price was forthcoming at a level that it felt reflected an appropriate value for KAZ Minerals Shareholders, and engaged in extensive discussions with Bidco regarding an improved offer. Following this engagement, Bidco made a revised proposal to the Independent Committee regarding a potential improved cash offer of 730 pence per share,

which after careful consideration the Independent Committee rejected on the grounds that it undervalued the company. Following this, on 30 January 2021, Bidco put forward a further increased proposal of 780 pence per share in cash.

The Increased Offer Price represents:

- an increase of 140 pence per share over the Original Offer, representing an increase of approximately 22 per cent and a total value increase of £403 million for KAZ Minerals Shareholders;
- a premium of approximately 37 per cent to the Closing Price of 570.8 pence per KAZ Minerals Share on 27 October 2020 (being the last Business Day prior to the date of the 2.7 Announcement); and
- a premium of approximately 54 per cent to the volume-weighted average price of 505.8 pence per KAZ Minerals Share for the six-month period ended 27 October 2020 (being the last Business Day prior to the date of the 2.7 Announcement).

The Independent Committee believes the Increased Offer Price:

- fairly compensates KAZ Minerals Shareholders for the increased cash flows generated since 27 October 2020 and the current improved prospects for the KAZ Minerals Group;
- represents a fair value for KAZ Minerals' operating assets and development portfolio, on a fundamental basis using KAZ Minerals' internal model, whilst reflecting the risks in the development of the Baimskaya project, including the increase of the estimated capital construction budget to close to \$8 billion, as announced on 18 November 2020; and
- ensures that an offer is put to KAZ Minerals Shareholders at a price significantly greater than 640 pence per KAZ Minerals Share and provides KAZ Minerals Shareholders with the opportunity to realise their investments in KAZ Minerals at a premium in cash.

In coming to its recommendation, the Independent Committee's view on the fundamental valuation of KAZ Minerals has taken account of the benefits of increased market consensus copper prices over the short and medium term. It has also taken account of the current market consensus on the long-term price of copper that, whilst higher than at the date of the 2.7 Announcement, is lower than the current spot price, which has fluctuated significantly. Given the impact of commodity prices, the Independent Committee notes that, if a KAZ Minerals Shareholder has a materially different view of long-term commodity prices than the current market consensus, the Increased Offer Price may be viewed differently by that shareholder.

The Independent Committee, has carefully considered the Increased Offer, and engaged with a number of KAZ Minerals Shareholders, and has concluded that it will unanimously recommend the Increased Offer to KAZ Minerals Shareholders.

#### **4. MANAGEMENT, EMPLOYEES AND LOCATIONS**

Your attention is drawn to the statement of the Consortium's intentions for the KAZ Minerals business as set out in paragraph 11 of the letter from Bidco in Part 2 of this document. In considering the recommendation of the Acquisition to KAZ Minerals Shareholders, the members of the Independent Committee have given due consideration to the Consortium's strategic plans for KAZ Minerals, and to the assurances given by the Consortium in relation to the business, employees, management and location of the places of business of KAZ Minerals.

#### **5. KAZ MINERALS SHARE PLANS**

Details of the arrangements proposed to be implemented in relation to the KAZ Minerals Share Plans and the SIP in connection with the Acquisition, together with certain other matters relating to the retention and incentivisation of certain KAZ Minerals employees, are set out in paragraph 13 of Part 2 of this document.

Participants in the KAZ Minerals Share Plans and the SIP will also be contacted separately regarding the effect of the Acquisition on their outstanding options and awards under the KAZ Minerals Share Plans.

## **6. KAZ MINERALS PRODUCTION REPORT**

On 28 January 2021, KAZ Minerals published its unaudited production report for the twelve months and the fourth quarter ended 31 December 2020 (the “**KAZ Minerals Q4 2020 Production Report**”). KAZ Minerals achieved full year copper production of 306 kt, 2% above guidance range with strong performance at all divisions, and full year gold production of 196.3 koz.

Financial and ratings information relating to KAZ Minerals is set out in paragraph 2 of Appendix II to this document.

## **7. TAXATION**

Your attention is drawn to Appendix IV to this document, which contains a summary of limited aspects of the UK tax treatment of the Increased Offer. This summary relates only to the position of certain categories of KAZ Minerals Shareholders (as explained further in Appendix IV to this document), does not constitute tax advice and does not purport to be a complete analysis of all potential UK tax consequences of the Acquisition.

You are strongly advised to contact an appropriate independent professional adviser immediately to discuss the tax consequences of the Acquisition on your particular circumstances, in particular if you are in any doubt about your own taxation position or you are subject to taxation in a jurisdiction other than the United Kingdom.

## **8. OVERSEAS SHAREHOLDERS**

The attention of KAZ Minerals Shareholders who are citizens or residents of jurisdictions outside the United Kingdom or who are holding shares for such citizens or residents and any person (including, without limitation, any custodian, nominee or trustee) who may have an obligation to forward any document in connection with the Acquisition outside the United Kingdom is drawn to paragraph 17 of the letter from Bidco set out in Part 2 of this document, paragraph 7 of Part B, paragraph (b) of Part C and/or paragraph (b) of Part D of Appendix I to this document and to the relevant provisions of the Form of Acceptance, which they should read before taking any action.

**The availability of the Increased Offer to KAZ Minerals Shareholders who are not resident in the United Kingdom may be affected by the laws of their relevant jurisdiction. Such persons should inform themselves of, and observe, any applicable legal or regulatory requirements of their jurisdiction. If you remain in any doubt, you should consult your professional adviser in the relevant jurisdiction without delay.**

## **9. SQUEEZE-OUT, DELISTING, CANCELLATION OF TRADING AND RE-REGISTRATION**

Your attention is drawn to paragraph 15 of Part 2 of this document in relation to Bidco’s intentions with regard to the squeeze-out, delisting and cancellation of trading in KAZ Minerals Shares.

## **10. ACTION TO BE TAKEN TO ACCEPT THE INCREASED OFFER**

Your attention is drawn to Part 2 of this document, the Appendices to this document and the accompanying Form of Acceptance. The procedure for acceptance of the Increased Offer is set out in paragraph 19 of Part 2 of this document and, if you hold your shares in certificated form, in the Form of Acceptance.

## **11. RECOMMENDATION**

**The members of the Independent Committee, who have been so advised by Citigroup and UBS as to the financial terms of the Acquisition, consider the terms of the Acquisition to be fair and reasonable. In providing their advice to the members of the Independent Committee, Citigroup and UBS have taken into account the commercial assessments of the members of the Independent Committee.**

**Accordingly, the members of the Independent Committee unanimously recommend that KAZ Minerals Shareholders accept, or procure acceptance of, the Increased Offer as the members of**

**the Independent Committee who hold KAZ Minerals Shares have irrevocably undertaken to do in respect of their own beneficial holdings totalling 719,026 KAZ Minerals Shares (representing approximately 0.15 per cent. of the existing issued ordinary share capital (excluding shares held in treasury) of KAZ Minerals as at the close of business on the Latest Practicable Date).**

Yours faithfully

**Michael D. Lynch-Bell**

*Deputy Chair*

**KAZ Minerals PLC**

## PART 2

### LETTER FROM BIDCO TO KAZ MINERALS SHAREHOLDERS

8 February 2021

*To KAZ Minerals Shareholders and, for information only, to persons with information rights and participants in KAZ Minerals Share Plans*

Dear Shareholder

#### INCREASED RECOMMENDED CASH OFFER BY BIDCO FOR KAZ MINERALS

##### 1. INTRODUCTION

On 28 October 2020, the Bidco Directors and the Independent Committee of KAZ Minerals announced that they had reached agreement on the terms of a recommended cash offer by Bidco (a company indirectly owned by joint offerors (i) Oleg Novachuk and (ii) Vladimir Kim) for the entire issued and to be issued ordinary share capital of KAZ Minerals (other than the KAZ Minerals Shares already owned or controlled by either member of the Consortium). On 7 December 2020 Bidco announced that it was proposed that the Acquisition would be implemented by way of a recommended takeover offer.

As announced on 4 February 2021, Bidco and the Independent Committee of KAZ Minerals have reached agreement on the terms of a significantly increased recommended cash offer comprising 780 pence in cash for each KAZ Minerals Share, which has been unanimously recommended by the Independent Committee of KAZ Minerals.

**Your attention is drawn to the letter of recommendation from the Deputy Chair of KAZ Minerals in Part 1 of this document which sets out the reasons why the Independent Committee, who have been so advised by Citigroup and UBS as to the financial terms of the Increased Offer, consider the financial terms of the Increased Offer to be fair and reasonable and accordingly unanimously recommend that KAZ Minerals Shareholders accept the Increased Offer.**

The attention of KAZ Minerals Shareholders who are not resident in the United Kingdom or who are citizens or nationals of other countries is drawn to paragraph 17 of this letter and paragraph 7 of Part B, paragraph (b) of Part C and/or paragraph (b) of Part D of Appendix I to this document and to the relevant provisions of the Form of Acceptance.

This letter, Appendix I to this document and, in the case of KAZ Minerals Shares held in certificated form, the Form of Acceptance contain the formal terms and conditions of the Increased Offer for your KAZ Minerals Shares.

**To accept the Increased Offer you must complete, sign and return the, where relevant, witnessed, Form of Acceptance, or make an Electronic Acceptance, as soon as possible and, in any event, so as to be received or settled by no later than 1.00 p.m. on 9 March 2021.**

##### 2. THE INCREASED OFFER

Bidco hereby offers to acquire, on the terms and subject to the Conditions set out in Appendix I to this document and, in the case of KAZ Minerals Shares held in certificated form, the Form of Acceptance, all of the issued and to be issued shares of KAZ Minerals (other than the KAZ Minerals Shares already owned or controlled by either member of the Consortium) on the following basis:

<b>For each KAZ Minerals ordinary share</b>	<b>780 pence in cash (the “Increased Offer Price”)</b>
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The terms of the Acquisition value the entire issued and to be issued share capital of KAZ Minerals at approximately £3.7 billion. The Increased Offer Price represents a premium of approximately:

- 21.9 per cent. to the Original Offer Price of 640 pence in cash for each KAZ Minerals Share;
- 52.2 per cent. to the Closing Price of 512.4 pence per KAZ Minerals Share on 2 October 2020 (being the last Business Day prior to agreement in respect of the Original Offer having been reached with the Independent Committee);
- 36.7 per cent. to the Closing Price of 570.8 pence per KAZ Minerals Share on 27 October 2020 (being the last Business Day prior to the date of the 2.7 Announcement);
- 42.0 per cent. to the volume-weighted average price of 549.2 pence per KAZ Minerals Share for the one-month period ended 27 October 2020 (being the last Business Day prior to the date of the 2.7 Announcement); and
- 54.2 per cent. to the volume-weighted average price of 505.8 pence per KAZ Minerals Share for the six-month period ended 27 October 2020 (being the last Business Day prior to the date of the 2.7 Announcement).

If, on or after the date of the 2.7 Announcement, any dividend and/or other distribution and/or return of capital is declared, made or paid or becomes payable in respect of the KAZ Minerals Shares, Bidco reserves the right to reduce the Increased Offer Price payable under the terms of the Acquisition for KAZ Minerals Shares by an amount up to the amount of such dividend and/or other distribution and/or return of capital, in which case any reference in this document to the Increased Offer Price payable under the terms of the Acquisition will be deemed to be a reference to the Increased Offer Price as so reduced. In such circumstances, the relevant KAZ Minerals Shareholders will be entitled to retain any such dividend and/or other distribution and/or return of capital.

The Increased Offer extends to any KAZ Minerals Shares transferred or sold from treasury or unconditionally allotted or issued prior to the date on which the Increased Offer closes (or such earlier date as Bidco may, subject to the rules of the Takeover Code or with the consent of the Panel, decide), including KAZ Minerals Shares issued or transferred from treasury as a result of the exercise of options or vesting of awards granted under the KAZ Minerals Share Plans.

### **3. IRREVOCABLE UNDERTAKINGS**

As set out in the 2.7 Announcement and the Switch Announcement, Bidco obtained irrevocable undertakings from each member of the Independent Committee who holds KAZ Minerals Shares to accept, or procure acceptance of, the Original Offer in respect of all of their own beneficial holdings totalling 719,026 KAZ Minerals Shares, representing approximately 0.15 per cent. of the existing issued share capital (excluding shares held in treasury) of KAZ Minerals as at the close of business on the Latest Practicable Date.

In addition, as previously disclosed, Bidco obtained further irrevocable undertakings from KAZ Minerals Shareholders to accept, or procure acceptance of, the Original Offer in respect of 49,522,023 KAZ Minerals Shares, representing, in aggregate, approximately 10.48 per cent. of the existing issued share capital (excluding shares held in treasury) of KAZ Minerals as at the close of business on the Latest Practicable Date.

Each of these Irrevocable Undertakings remain binding and continue to apply in respect of the Increased Offer.

In total, therefore, Bidco has received Irrevocable Undertakings to accept, or procure acceptance of, the Increased Offer in respect of 50,241,049 KAZ Minerals Shares in aggregate, representing approximately 10.63 per cent. of the existing issued share capital (excluding shares held in treasury) of KAZ Minerals on the Latest Practicable Date and the aggregate of those KAZ Minerals Shares and the KAZ Minerals Shares in which the Consortium is already interested (as further described in paragraph 7 of this Part 2 below), represents approximately 50.02 per cent. of the existing issued share capital (excluding shares held in treasury) of KAZ Minerals as of the above date.

Further details of these Irrevocable Undertakings are set out in paragraph 6 of Appendix V to this document.



#### **4. EFFECTS OF ACCEPTANCE OF THE INCREASED OFFER**

Full acceptance of the Increased Offer would result in the earnings, assets and liabilities of the Bidco Group incorporating the consolidated earnings, assets and liabilities of KAZ Minerals, and Bidco's (and the Wider KAZ Minerals Group's) earnings, assets and liabilities would thereby be increased. Details of the financing of the Acquisition are set out in paragraph 5 below.

#### **5. FINANCING OF THE INCREASED OFFER**

The Increased Offer Price payable to KAZ Minerals Shareholders by Bidco pursuant to the terms of the Acquisition will be financed with the proceeds of the VTB Facility Agreement.

Further details in respect of the VTB Facility Agreement are set out in paragraph 7 of Appendix V to this document.

VTB Capital is satisfied that sufficient resources are available to Bidco to satisfy in full the consideration payable to KAZ Minerals Shareholders under the terms of the Acquisition.

#### **6. BACKGROUND TO AND REASONS FOR THE ACQUISITION**

The Consortium believes that there is a strong rationale for the Acquisition given KAZ Minerals' shift to a capital-intensive strategy. KAZ Minerals is a well-established and efficient copper company focused on open pit mining in the CIS region.

The Consortium recognises that KAZ Minerals' focus on developing and operating large scale, low cost copper mines in Kazakhstan and the CIS region has enabled it to successfully progress a pipeline of growth projects, including its largest assets in Kazakhstan, Aktogay and Bozshakol.

The Consortium also believes that KAZ Minerals' decision to dedicate efforts to a capital intensive strategy focused on long term growth remains the optimal long term strategic path for KAZ Minerals. The Consortium has the appetite for the significantly higher risks involved in this strategy, which demands a number of years of heavy capital investment with curtailed prospects for a reliable dividend stream. The members of the Consortium accept those diminished prospects but recognise this may be misaligned with the preference of many investors in the mining sector who look for a greater proportion of capital to be allocated to dividends rather than focussed on re-investment into long term growth projects.

The Baimskaya project is one of the world's most significant undeveloped copper assets with the potential to deliver a strong return on investment in the future. However, in the 2.7 Announcement, the Bidco Directors and the Independent Committee of KAZ Minerals highlighted that the risks to the Baimskaya project were significant and had increased. These include project delivery risks, demand and supply dynamics for copper, future prevailing prices for copper and gold, and a reliance on the Government of the Russian Federation to make the necessary investments in new infrastructure for the project.

Since the announcement of the Original Offer, certain of these risks have begun to crystallise. KAZ Minerals announced in the Baimskaya Project Update on 18 November 2020 that the Ministry of Development of the Russian Far East and Arctic had submitted for approval by the Prime Minister of the Russian Federation a multi-party Complex Development Plan ("CDP") for new infrastructure in the Chukotka region, including infrastructure to be used by KAZ Minerals for the Baimskaya project. Under the CDP, additional responsibility was transferred to KAZ Minerals for a portion of these infrastructure capital costs. Together with a revised cost for the tailings storage facility and the impact of an approximate one year delay to the project schedule, the capital construction budget for the Baimskaya project is now estimated to be close to USD8 billion. The project will also have a peak working capital requirement of USD700 million in nominal terms over the initial years of operation.

In addition to these capital construction and working capital costs, members of the Consortium anticipate that the financial liabilities that KAZ Minerals will have to enter into associated with life-of-mine take-or-pay contracts will be substantial.

The Consortium believe that the project delivery risks remain elevated; both the project schedule and budget remain subject to change. KAZ Minerals continues to be exposed to unprecedented wider economic instability compounded by a global financial system significantly weakened as a result of the COVID pandemic as well as consistent geopolitical tensions. These factors could reduce the ability of KAZ Minerals

to finance the construction of the Baimskaya project from its own cash resources, materially increasing pressure on gearing levels during development of the project. Furthermore, there is increasing risk that KAZ Minerals may need to make material capital investments ahead of definitive commitments from the Russian government in respect of all aspects of infrastructure, whether or not covered by the CDP.

In September 2020, the Russian State Duma approved an increase in mineral extraction tax (“MET”) for mining companies in Russia; the Consortium believes the revised MET regime has a negative impact on the overall economics of the Baimskaya project.

The Independent Committee has acknowledged the risks surrounding the successful development of the project are significant. The members of the Consortium accept those uncertainties.

Consequently, whilst the Consortium firmly believes that Baimskaya is the right project to underpin the long term transformation of KAZ Minerals and represents an attractive opportunity to deliver value accretive growth from 2027, the members of the Consortium have concluded that KAZ Minerals' long term development of Baimskaya would be best undertaken away from public markets as a private company.

Since the announcement of the Original Offer, the spot price of copper has increased. This short-term increase has been seen in the context of rapid depletion of LME and SHFE copper inventories driven by stronger than expected demand recovery, principally from China, significant supply disruptions at copper mines globally and a weaker USD. Market consensus estimates on the long-term price of copper remain significantly lower than the spot copper price.

In this context, the Consortium is confident that the Increased Offer Price represents compelling value for KAZ Minerals on the basis of consensus long-term estimates for the price of copper. Accordingly, the Consortium is offering KAZ Minerals Shareholders an opportunity to crystallise the value of their investment in KAZ Minerals Shares in cash at a material increase to pre-Offer announcement trading levels whilst providing certainty, and insulating them from the risks to KAZ Minerals described above.

The Consortium considers the terms of the Acquisition to be highly attractive for KAZ Minerals Shareholders. The Increased Offer Price represents a premium of approximately:

- 22 per cent. to the Original Offer Price of 640 pence in cash for each KAZ Minerals Share;
- 52 per cent. to the Closing Price of 512.4 pence per KAZ Minerals Share on 2 October 2020 (being the last Business Day prior to agreement having been reached with the Independent Committee); and
- 54 per cent. to the volume-weighted average Closing Price of 505.8 pence per KAZ Minerals Share for the six-month period ended on 27 October 2020 (being the last Business Day prior to the date of the 2.7 Announcement).

## **7. INFORMATION RELATING TO THE CONSORTIUM**

As detailed above, the Consortium consisting of Oleg Novachuk and Vladimir Kim has been formed for the purpose of making the Acquisition.

Oleg Novachuk is the current Chair of KAZ Minerals. He joined the KAZ Minerals Group in 2001 and was Finance Director from 2005 to 2007, overseeing the KAZ Minerals Group’s listing on the London Stock Exchange, before serving as Chief Executive Officer from 2007 to 2017 during which time he led the delivery of the major growth projects and the restructuring that created the listed entity which today is KAZ Minerals. Oleg Novachuk was appointed Chair of KAZ Minerals on 1 January 2018, with responsibility for strategy, government relations and business development. Prior to joining the KAZ Minerals Group, Oleg Novachuk was chairman of Kazprombank JSC, at the time one of the largest private banks in Kazakhstan.

Vladimir Kim has served on the board of KAZ Minerals as a non-executive director since stepping down as Chair in 2013. Vladimir Kim was appointed Chair of KAZ Minerals in 2005 prior to its listing on the London Stock Exchange. Vladimir Kim joined the KAZ Minerals Group in 1995, when he was appointed as Managing Director and Chief Executive Officer of Zhezkazgantsvetmet JSC, now part of the Kazakhmys group. Prior to that, between 1992 and 1995, he worked for the Kazakhstan-Samsung industrial enterprise.

As at the close of business on the Latest Practicable Date, each member of the Consortium legally and/or beneficially owned (directly or indirectly) the following interests in KAZ Minerals Shares:

<i>Consortium Member</i>	<i>Registered Holder</i>	<i>Number of KAZ Minerals Shares owned</i>	<i>Percentage of KAZ Minerals Shares (excluding treasury shares)</i>
<b>Oleg Novachuk</b>	Oleg Novachuk	1,848,991	0.39%
	Harper Finance Limited	29,706,901	6.29%
	Kinton Trade Ltd	5,216,522	1.10%
<b>Vladimir Kim</b>	Cuprum Holding Limited	135,944,325	28.77%
	Perry Partners S.A.	13,362,470	2.83%

In addition, Oleg Novachuk has vested options to acquire 186,884 KAZ Minerals Shares through his participation in the Long Term Incentive Plan 2007, and unvested options to acquire 629,927 KAZ Minerals Shares through his participation in the 2017 Long Term Incentive Plan, all of which Oleg Novachuk intends to waive entirely when the Increased Offer becomes or is declared unconditional in all respects.

Accordingly, as at the close of business on the Latest Practicable Date, the Consortium held in aggregate a total of 186,079,209 KAZ Minerals Shares, representing approximately 39.38 per cent. of the existing issued share capital (excluding shares held in treasury) of KAZ Minerals.

## **8. INFORMATION RELATING TO BIDCO AND HOLDCO**

### ***Bidco***

Nova Resources B.V. is a Dutch private limited liability company indirectly owned by the Consortium. Bidco has not traded since incorporation, nor has it entered into any obligations, other than in connection with the Acquisition and financing of the Acquisition.

### ***Holdco***

Bidco is wholly owned by Vostok Cooper B.V., a Dutch private limited liability company indirectly owned by the Consortium. Holdco has not traded since incorporation, nor has it entered into any obligations, other than in connection with the Acquisition and financing of the Acquisition.

Holdco's share capital consists of 10,000 shares of which Oleg Novachuk holds, through his investment vehicle, 3,650 shares (representing 36.5 per cent. of the issued share capital of Holdco) and of which Vladimir Kim holds, through his investment vehicle, 6,350 shares (representing 63.5 per cent. of the issued share capital of Holdco). As at the Effective Date, Oleg Novachuk will indirectly own 36.5 per cent. of Holdco and Vladimir Kim will indirectly own 63.5 per cent. of Holdco.

## **9. INFORMATION RELATING TO KAZ MINERALS**

KAZ Minerals is a well-established and efficient copper company focused on large scale, low cost, open pit mining in Kazakhstan, Russia and Kyrgyzstan. It operates the Aktogay and Bozshakol open pit copper mines in the East Region and Pavlodar region of Kazakhstan, three underground mines and associated concentrators in the East Region of Kazakhstan and the Bozymchak copper-gold mine in Kyrgyzstan. In 2020, total copper production was 306 kt with by-products of 196 koz of gold, 3,374 koz of silver and 50 kt of zinc in concentrate. The KAZ Minerals Group acquired the Baimskaya project in the Chukotka region of Russia in January 2019, one of the world's most significant undeveloped copper assets, with the potential to become a large scale, low cost, open pit copper mine.

The KAZ Minerals Group's major operations at Aktogay and Bozshakol have delivered industry leading production growth and transformed KAZ Minerals into a company with a strong portfolio of world class, open pit copper mines.

Aktogay is a large scale, open pit mine with a remaining mine life of around 25 years (including the expansion project) at an average copper grade of 0.35 per cent. (oxide) and 0.33 per cent. (sulphide). Aktogay commenced production of copper cathode from oxide ore in December 2015 and copper in concentrate from sulphide ore in February 2017. The operating sulphide concentrator has an annual ore processing capacity of 25 million

tonnes and the sulphide processing capacity is expected to be doubled to 50 million tonnes with the addition of a second concentrator by the end of 2021. Aktogay is competitively positioned on the global cost curve and is expected to produce an average of 100 kt of copper per year from sulphide ore until 2021, increasing to 170 kt per year from 2022 to 2027, after the second concentrator commences operations. Copper production from oxide ore is expected to be in the region of 20 kt per annum until 2024.

Bozshakol is a first quartile asset on the global cost curve with an annual ore processing capacity of 30 million tonnes and a remaining mine life of c.40 years at an average copper grade of 0.36 per cent. The mine and processing facilities commenced output in 2016 and are expected to produce an average of 100 kt of copper production and 120 koz of gold in concentrate per year over the first 10 years of operations.

The Peschanka deposit within the Baimskaya licence area in Russia has JORC measured, indicated and inferred resources of 9.5 Mt of copper at an average grade of 0.43 per cent. and 16.5 Moz of gold at an average grade of 0.23 g/t. The project is located in a region identified by the Russian government as strategically important for economic development and is expected to benefit from the construction of some state-funded power and transport infrastructure and the provision of tax incentives. The updated estimated capital budget for construction is close to \$8 billion.

KAZ Minerals is listed on the London Stock Exchange and the Kazakhstan Stock Exchange and employs around 16,080 people, principally in Kazakhstan.

Financial information on KAZ Minerals is set out in paragraph 2 of Appendix II to this document.

## 10. BAIMSKAYA SPA

In 2018, KAZ Minerals, KAZ Minerals Investments Limited (a wholly-owned subsidiary of KAZ Minerals) and Aristus entered into the Baimskaya SPA, pursuant to which KAZ Minerals Investments Limited agreed to acquire from Aristus the Baimskaya project, one of the world's most significant undeveloped copper assets, located in the Chukotka region of Russia. The Baimskaya SPA provides for completion of the acquisition to occur in two tranches: (i) first completion, which took place in January 2019; and (ii) second completion, which has yet to take place.

At first completion under the Baimskaya SPA, KAZ Minerals Investments Limited acquired a 75 per cent. interest in the Baimskaya project from Aristus, in return for cash consideration of approximately USD 436 million and an approximately 4.75 per cent. shareholding in KAZ Minerals. The KAZ Minerals Shares issued at first completion remain subject to a lock-up period that expires in January 2022. Pursuant to a carve-out to that lock-up agreement, Aristus subsequently transferred its holding of KAZ Minerals Shares to its parent company, Ferris. Ferris currently holds 22,344,944 KAZ Minerals Shares, representing approximately 4.73 per cent. of the existing issued share capital (excluding shares held in treasury) of KAZ Minerals on the Latest Practicable Date. In addition, Denalot and Greenleas, ultimate beneficiaries of which are among the ultimate beneficiaries of Ferris, currently hold 4,067,219 and 4,067,218 KAZ Minerals Shares, representing approximately 0.86 per cent. and 0.86 per cent. of the existing issued share capital (excluding shares held in treasury) of KAZ Minerals on the Latest Practicable Date, respectively.

Under the Baimskaya SPA, KAZ Minerals Investments Limited agreed to acquire the remaining 25 per cent. interest in the Baimskaya project at second completion. Second completion is scheduled to occur at the earlier of: (i) the date when the Baimskaya project reaches an agreed level of ore processing capacity, which is not expected until 2026 at the earliest; and (ii) a long stop date of 31 March 2029. At scheduled second completion, the consideration payable to Aristus comprises the issue of up to 21,009,973 new KAZ Minerals Shares (although the Baimskaya SPA provides that such number of new KAZ Minerals Shares may be adjusted upwards to account for any dividend paid by KAZ Minerals prior to second completion). The exact number of new KAZ Minerals Shares to be issued depends on the extent to which various project delivery triggers (the “**Consideration Triggers**”) are satisfied, or waived by the KAZ Minerals Group, at the date of second completion.

If and to the extent that the Consideration Triggers have not been satisfied, or waived by the KAZ Minerals Group, at second completion, share consideration is not payable at second completion and is instead payable in cash at the long stop date of 31 March 2029. The maximum cash consideration payable at the long stop

date of 31 March 2029 (if none of the Consideration Triggers are satisfied at second completion) is USD 225 million. If the Baimskaya project does not reach the agreed level of ore processing capacity by the long stop date of 31 March 2029, second completion will occur as if none of the Consideration Triggers have been satisfied, and USD 225 million in cash consideration will be payable at that date.

Under the Baimskaya SPA, Aristus has the right to accelerate second completion in certain circumstances, including on the cancellation of the premium listing of KAZ Minerals Shares on the Official List, which will occur shortly after the Effective Date of the Acquisition. If the Increased Offer becomes, or is declared, unconditional in all respects and KAZ Minerals Shares are delisted (as described further in paragraph 15 below) and Aristus exercises this acceleration right, under the terms of the Baimskaya SPA: (i) Aristus will have the right to receive its second tranche of consideration at or shortly after the delisting of KAZ Minerals Shares, rather than at the date at which second completion would otherwise have occurred and/or at the long stop date of 31 March 2029; and (ii) that second tranche of consideration will comprise USD 225 million in cash, rather than the issue and allotment of any KAZ Minerals Shares to Aristus.

However, if Aristus did not exercise this acceleration right, the 21,009,973 new KAZ Minerals Shares (assuming that the number of new KAZ Minerals Shares has not been adjusted as described above) that would be issued to Aristus at second completion (if all the Consideration Triggers were satisfied at second completion) would have a value at the Increased Offer Price of approximately USD 224 million (assuming that the number of new KAZ Minerals Shares has not been adjusted as described above).

## **11. CONSORTIUM'S INTENTIONS FOR THE KAZ MINERALS BUSINESS**

### ***Consortium's strategic plans for KAZ Minerals***

The Consortium believes that KAZ Minerals' long term interests are best served as a private company.

Since KAZ Minerals' listing on the London Stock Exchange in 2005, it has focused on developing and operating large scale, low cost copper mines in Kazakhstan and the CIS region. The Consortium believes that the long term growth of KAZ Minerals is best served by embarking on the execution of its capital intensive strategy, a strategy which necessarily entails the prospect of a number of years of heavy capital investments.

Despite the prevailing market uncertainty and significant long term capital expenditure commitments, the Consortium is confident in the underlying quality and potential of KAZ Minerals' assets and accordingly believes that KAZ Minerals represents an attractive long term investment opportunity.

The Consortium intends that KAZ Minerals will continue to operate as a standalone business that will continue to pursue robust standards of business practice.

### ***Employees, management, existing rights and pensions***

The Consortium attaches significant importance to the skills and experience of the existing management and employees of the KAZ Minerals Group. The Consortium has communicated to the members of the Independent Committee that, following the Effective Date, the existing employment rights, including pension rights, of all KAZ Minerals employees, will be safeguarded in accordance with applicable law.

The Consortium does not expect any reduction in headcount that would be material in the context of KAZ Minerals' employees of around 16,080 people. KAZ Minerals has 25 employees in its London head office. Following the Effective Date, the Consortium intends to conduct a review of certain corporate and support functions in KAZ Minerals' London head office, including those related to KAZ Minerals' status as a listed company. Further to that review and subject to any necessary consultation, it is likely that there will be a reduction in the London head office headcount. The Consortium has not yet developed specific proposals as to how potential reductions will be implemented, but will draw up detailed plans within three months of the Effective Date. Any individual potentially impacted will be treated in accordance with applicable law. With the exception of the review of the corporate and support functions in KAZ Minerals' London head office and its likely output, the Consortium does not expect any restructuring being undertaken that would result in any significant job losses in the operating business of KAZ Minerals.

The Consortium expects that the independent non-executive directors of KAZ Minerals' Board will resign as directors of KAZ Minerals effective as at the date of KAZ Minerals delisting from the London Stock Exchange and the Kazakhstan Stock Exchange.

With the exception of those referenced above, the Consortium's plans do not involve any material change in the terms and conditions of employment, or in the balance of the skills and functions, of KAZ Minerals' employees and management.

KAZ Minerals does not operate or sponsor a defined benefit pension scheme.

#### ***Management incentive arrangements***

Except as described below, Bidco has not entered into and has not had discussions on proposals to enter into, any new incentivisation arrangements with members of KAZ Minerals' management.

In order to promote the retention of Andrew Southam and John Hadfield following the Effective Date and subject to the cancellation of the listing of KAZ Minerals Shares on the Official List, Bidco has agreed that it will, following the Effective Date, grant to these two individuals (subject to their still being employed by the KAZ Minerals Group at the Effective Date) cash bonuses payable subject to continued employment (the "**Transition Awards**"). The aggregate value of the Transition Awards at the Increased Offer Price is not expected to exceed £995,000.

The value of each individual's Transition Award will be calculated by reference to an agreed formula based on the value of the KAZ Minerals Shares subject to the individual's unvested awards under the 2017 Long Term Incentive Plan that is expected to lapse upon the Effective Date due to the application of time pro-rating (before the application of reduction for performance assessment) reduced by 50 per cent., multiplied by the Increased Offer Price. The Transition Awards will become payable at the same time as the awards they replace would have vested, had the Acquisition not occurred. The terms of the Transition Awards will broadly replicate the terms of awards under the 2017 Long Term Incentive Plan, save that no further performance conditions will apply, no post-vesting holding period or malus/clawback provisions will apply, and awards will become payable in full immediately if the individual ceases employment with the KAZ Minerals Group other than due to resignation or dismissal for gross misconduct.

As required by, and solely for the purposes of Rule 16.2 of the Takeover Code, Citigroup and UBS have reviewed the terms of the Transition Awards and advised the members of the Independent Committee that the Transition Awards are fair and reasonable so far as KAZ Minerals Shareholders are concerned. In providing their advice, Citigroup and UBS have taken into account the commercial assessments of the members of the Independent Committee.

#### ***Trading facilities***

It is intended that the London Stock Exchange and the FCA will be requested respectively to cancel trading in KAZ Minerals Shares on the London Stock Exchange's market for listed securities and the listing of the KAZ Minerals Shares on the Official List (such cancellation to take effect no earlier than the date 20 Business Days after Bidco has so acquired or agreed to acquire 75 per cent. of the issued share capital of KAZ Minerals (excluding shares held in treasury)).

It is also intended that the Kazakhstan Stock Exchange will be requested to cancel trading in KAZ Minerals Shares for listed securities and the listing of the KAZ Minerals Shares on the official list of the Kazakhstan Stock Exchange following the Increased Offer becoming, or being declared, unconditional in all respects.

#### ***Headquarters, fixed assets and research and development***

The Consortium does not have any intentions to change the places of KAZ Minerals' business, including the location of its headquarters and the headquarters' functions. The Consortium does not intend to redeploy any of KAZ Minerals' fixed assets.

KAZ Minerals does not have any material research and development operations or functions and the Consortium does not intend to change this position.

### ***Rule 19.5 of the Takeover Code***

No statements in this paragraph 11 constitute “post-offer undertakings” for the purposes of Rule 19.5 of the Takeover Code.

## **12. OFFER-RELATED ARRANGEMENTS**

Details of any offer-related arrangements are set out in paragraph 9 of Appendix V to this document.

## **13. KAZ MINERALS SHARE PLANS**

Participants in the KAZ Minerals Share Plans and the SIP will be contacted regarding the effect of the Acquisition on their options and awards under the KAZ Minerals Share Plans and the SIP and appropriate proposals, where required, will be made to such participants.

A summary of the effect of the Increased Offer is as follows:

- outstanding options and awards (other than those held by Oleg Novachuk) granted under the LTIP will, to the extent not already vested, vest and become exercisable on the Effective Date, subject to the application of time pro-rating and the satisfaction of performance conditions and any other relevant performance factors, as determined by the KAZ Minerals Remuneration Committee. Vested but unexercised LTIP options will lapse no later than one month after the Effective Date;
- participants in the LTIP (other than Oleg Novachuk) may also be eligible to receive Transition Awards as described in paragraph 11 of this Part 2;
- outstanding options held by Oleg Novachuk granted under the LTIP will not be exercised and instead, on the Effective Date, will immediately be surrendered by Oleg Novachuk for no consideration, and any entitlement Oleg Novachuk has or had in respect of such options will be waived in full;
- outstanding options and awards granted prior to 28 October 2020 under the DSBP will, to the extent not already vested, vest and become exercisable on the Effective Date. Vested but unexercised DSBP options will lapse no later than one month after the Effective Date;
- vested but unexercised options granted under the ISIP (all of which are currently exercisable) will lapse no later than one month after the Effective Date. KAZ Minerals Shareholders that beneficially hold KAZ Minerals Shares under the ISIP will be able to participate in the Increased Offer in the same way as other KAZ Minerals Shareholders through the ISIP trustee, being the legal holder of the KAZ Minerals Shares; and
- the Increased Offer will remain open for acceptances for not less than one month following the Effective Date, so that participants in the KAZ Minerals Share Plans who acquire KAZ Minerals Shares on or after the Effective Date will have the opportunity to accept the Increased Offer before the Increased Offer closes, should they wish to do so.

The Increased Offer extends to any KAZ Minerals Shares transferred from treasury or unconditionally allotted or issued prior to the date on which the Increased Offer closes (or such earlier date as Bidco may, subject to the rules of the Takeover Code or with the consent of the Panel, decide), including KAZ Minerals Shares issued or transferred from treasury as a result of the exercise of options or vesting of awards granted under KAZ Minerals Share Plans.

The Increased Offer will not extend to KAZ Minerals Shares issued after the date on which the Increased Offer closes. Participants in the SIP who hold KAZ Minerals Shares beneficially under the SIP will be able to participate in the Increased Offer in the same way as other KAZ Minerals Shareholders through the SIP trustee, being the legal holder of the KAZ Minerals Shares.

## **14. CONDITIONS TO THE ACQUISITION**

The Increased Offer is conditional on, among other things, receipt of certain regulatory approvals and antitrust clearances. The terms and Conditions of the Increased Offer are set out in full in Appendix I to this document.

As announced on 11 January 2021, significant progress has been made in respect of the satisfaction of the Regulatory Conditions since the date of the Switch Announcement, with Bidco having received, prior to publication of this document:

- clearance from the State Administration for Market Regulation of the PRC, confirming that it will not conduct a further review of the Acquisition and approving the implementation of the Acquisition;
- clearance from the Ministry of Industry and Infrastructure Development of the Republic of Kazakhstan permitting the Acquisition and the transfer of subsoil use rights related objects pursuant to the Kazakh Subsoil Code to Bidco; and
- a decision from the Prime Minister of the Kyrgyz Republic confirming that the Government of the Kyrgyz Republic waives its pre-emption rights in relation to the Acquisition, pursuant to the Law of Kyrgyzstan on Strategic Assets.

Accordingly, the Conditions set out in paragraphs 1(b), (g) and (h) of Part A of Appendix I to this document have each been satisfied.

The Acquisition remains conditional on the satisfaction of the acceptance condition and the remaining Conditions set out in Appendix I to this document.

## **15. SQUEEZE-OUT, DELISTING, CANCELLATION OF TRADING AND RE-REGISTRATION**

As described in paragraph 6 of this Part 2 above, Bidco believes that the long term development of KAZ Minerals is best undertaken away from public markets as a private company and this reflects a core component of the rationale for Bidco in pursuing the Acquisition. Accordingly, Bidco will exercise all rights that Bidco has from time to time as a shareholder of KAZ Minerals to effect such delisting of the KAZ Minerals Shares as soon as reasonably practicable following the Increased Offer becoming or being declared unconditional in all respects and in accordance with all applicable laws and regulations.

Assuming the Increased Offer becomes or is declared unconditional in all respects and that Bidco has, by virtue of its shareholdings and acceptances of the Increased Offer or otherwise, acquired or agreed to acquire not less than 75 per cent. of the issued share capital of KAZ Minerals (excluding shares held in treasury), it is intended that the London Stock Exchange and the FCA will be requested respectively to cancel trading in KAZ Minerals Shares on the London Stock Exchange's market for listed securities and the listing of the KAZ Minerals Shares on the Official List (such cancellation to take effect no earlier than the date 20 Business Days after Bidco has so acquired or agreed to acquire 75 per cent. of the issued share capital of KAZ Minerals).

It is also intended that the Kazakhstan Stock Exchange will be requested to cancel trading in KAZ Minerals Shares for listed securities and the listing of the KAZ Minerals Shares on the official list on the Kazakhstan Stock Exchange following the Increased Offer becoming, or being declared, unconditional in all respects.

If Bidco receives acceptances under the Increased Offer in respect of, and/or otherwise acquires, or unconditionally contracts to acquire, 90 per cent. or more of the KAZ Minerals Shares (by nominal value and voting rights attaching to such shares) to which the Increased Offer relates and the Increased Offer has become or been declared unconditional in all respects, Bidco intends to exercise its rights pursuant to the provisions of Chapter 3 of Part 28 of the Companies Act to acquire compulsorily the remaining KAZ Minerals Shares in respect of which the Increased Offer has not been accepted on the same terms as the Increased Offer.

It is also intended that, following the Increased Offer becoming unconditional in all respects KAZ Minerals will be re-registered as a private limited company.

Such cancellation and re-registration would significantly reduce the liquidity and marketability of any KAZ Minerals Shares in respect of which the Increased Offer has not been accepted at that time and their value may be affected as a consequence. Any remaining KAZ Minerals Shareholders (unless their KAZ Minerals Shares are acquired by Bidco pursuant to the provisions of Chapter 3 of Part 28 of the Companies Act) would become minority shareholders in a majority controlled private limited company and



may therefore be unable to sell their KAZ Minerals Shares. There can be no certainty that KAZ Minerals would pay any further dividends or other distributions or that such minority KAZ Minerals Shareholders would again be offered an opportunity to sell their KAZ Minerals Shares on terms which are equivalent to or no less advantageous than those under the Increased Offer.

## **16. UNITED KINGDOM TAXATION**

Your attention is drawn to Appendix IV to this document, which contains a summary of limited aspects of the UK tax treatment of the Increased Offer. This summary relates only to the position of certain categories of KAZ Minerals Shareholders (as explained further in Appendix IV to this document), does not constitute tax advice and does not purport to be a complete analysis of all potential UK tax consequences of the Acquisition.

You are strongly advised to contact an appropriate independent professional adviser immediately to discuss the tax consequences of the Acquisition on your particular circumstances, in particular if you are in any doubt about your own taxation position or you are subject to taxation in a jurisdiction other than the United Kingdom.

## **17. OVERSEAS SHAREHOLDERS**

The attention of KAZ Minerals Shareholders who are citizens or residents of jurisdictions outside the United Kingdom or who are holding shares for such citizens or residents and any person (including, without limitation, any custodian, nominee or trustee) who may have an obligation to forward any document in connection with the Acquisition outside the United Kingdom is drawn to paragraph 7 of Part B, paragraph (b) of Part C and/or paragraph (b) of Part D of Appendix I to this document and to the relevant provisions of the Form of Acceptance, which they should read before taking any action.

**The availability of the Increased Offer to KAZ Minerals Shareholders who are not resident in the United Kingdom may be affected by the laws of their relevant jurisdiction. Such persons should inform themselves of, and observe, any applicable legal or regulatory requirements of their jurisdiction. If you remain in any doubt, you should consult your professional adviser in the relevant jurisdiction without delay.**

## **18. ALTERNATIVE MEANS OF IMPLEMENTING THE ACQUISITION**

Bidco reserves the right to elect to implement the Acquisition by way of a Court-approved scheme of arrangement in accordance with Part 26 of the Companies Act, subject to the Panel's consent and to the terms of the Cooperation Agreement. In such event, the Acquisition will be implemented on substantially the same terms, subject to appropriate amendments, as those which would apply to the Increased Offer.

## **19. PROCEDURE FOR ACCEPTANCE OF THE INCREASED OFFER**

KAZ Minerals Shareholders who hold their KAZ Minerals Shares in certificated form should read this section in conjunction with the Form of Acceptance and Parts B and C of Appendix I to this document. KAZ Minerals Shareholders who hold their shares in uncertificated form (that is, through CREST), should read this section in conjunction with Parts B and D of Appendix I to this document. The instructions on the Form of Acceptance are deemed to form part of the terms of the Increased Offer.

### **19.1 *KAZ Minerals Shares held in certificated form***

#### **19.1.1 *Completion of the Form of Acceptance***

To accept the Increased Offer in respect of KAZ Minerals Shares held in certificated form (that is, not in CREST), you must complete the Form of Acceptance in accordance with the instructions set out below and on the Form of Acceptance. You should complete separate Forms of Acceptance for KAZ Minerals Shares held in certificated form but under different designations. If you have any queries as to how to complete the Form of Acceptance, please telephone the Receiving Agent, Computershare, between 8.30 a.m. and 5.30 p.m. Monday to Friday (excluding UK public holidays) on (0) 370 707 1100 from within the UK (or on +44 (0)

370 707 1100 if calling from outside the UK). **Additional Forms of Acceptance are available from the Receiving Agent upon request.**

- (a) *To accept the Increased Offer in respect of all your KAZ Minerals Shares in certificated form* – you must complete Box 2 and sign Box 3 of the enclosed Form of Acceptance. In all cases, if you are an individual, you must sign Box 3 on the Form of Acceptance in the presence of a witness who should also sign in accordance with the instructions printed on it. Any KAZ Minerals Shareholder which is a company should execute Box 3 of the Form of Acceptance in accordance with the instructions printed on it. If you do not insert a number in Box 2 of the Form of Acceptance, or if you insert in Box 2 a number which is greater than your registered holding of KAZ Minerals Shares and you have signed Box 3, your acceptance will be deemed to be in respect of all the certificated KAZ Minerals Shares held by you.
- (b) *To accept the Increased Offer in respect of less than all your KAZ Minerals Shares in certificated form* – you must insert in Box 2 on the enclosed Form of Acceptance such lesser number of KAZ Minerals Shares in respect of which you wish to accept the Increased Offer in accordance with the instructions printed thereon. You should then follow the procedure set out in paragraph 19.1.1(a) above in respect of such lesser number of KAZ Minerals Shares.

#### 19.1.2 *Return of the Form of Acceptance*

To accept the Increased Offer in respect of KAZ Minerals Shares held in certificated form, the completed, signed and, where relevant, witnessed Form of Acceptance and (subject to paragraph 19.1.3 below) the relevant share certificate(s) and/or other document(s) of title must be returned by post to the Receiving Agent, at Computershare, Corporate Actions Projects, Bristol, BS99 6AH, as soon as possible and, in any event, so as to be received not later than 1.00 p.m. on 9 March 2021. A reply-paid envelope for use in the UK only is enclosed for your convenience. No acknowledgement of receipt of documents will be given.

Any Form of Acceptance received in an envelope post-marked in a Restricted Jurisdiction or otherwise appearing to Bidco or its agents to have been sent from any of these jurisdictions may be rejected as an invalid acceptance of the Increased Offer. For further information on KAZ Minerals Shareholders resident overseas, see paragraph 17 of this Part 2 above.

#### 19.1.3 *Share certificates not readily available or lost*

If your KAZ Minerals Shares are in certificated form, a completed, signed and, where relevant, witnessed Form of Acceptance must be accompanied by the relevant share certificate(s) and/or other document(s) of title. If for any reason the relevant share certificate(s) and/or other document(s) of title is/are not readily available or is/are lost, you should nevertheless complete, sign and lodge the Form of Acceptance as stated above so as to be received by the Receiving Agent by post at Computershare, Corporate Actions Projects, Bristol, BS99 6AH, not later than 1.00 p.m. on 9 March 2021. You should send with the Form of Acceptance any share certificate(s) and/or other document(s) of title which you may have available, accompanied by a letter stating that the remaining documents will follow as soon as possible or that you have lost one or more of your share certificate(s) and/or other document(s) of title. You should then arrange for the relevant share certificate(s) and/or other document(s) of title to be sent to the Receiving Agent by post at Computershare, Corporate Actions Projects, Bristol, BS99 6AH, as soon as possible. If you have lost your share certificate(s) and/or other document(s) of title, you should contact KAZ Minerals' Registrar, Computershare Investor Services PLC on +44 (0) 370 707 1100 or by writing at Computershare, The Pavilions, Bridgwater Road, Bristol, BS13 8AE, requesting a letter of indemnity for the lost share certificate(s) and/or other document(s) of title which, when completed in accordance with the instructions given, must be returned by post to the Receiving Agent at the address given above.

#### 19.1.4 *Validity of Acceptances*

Without prejudice to Part B and Part C of Appendix I to this document, subject to the provisions of the Takeover Code, Bidco reserves the right to treat as valid in whole or in part any acceptance of the Increased Offer which is not entirely in order or which is not accompanied by the relevant share certificate(s) and/or other document(s) of title. In that event, no payment of cash under the Increased Offer will be made until after the relevant share certificate(s) and/or other document(s) of title or indemnities reasonably satisfactory to Bidco have been received.

#### 19.1.5 *Overseas shareholders*

The attention of KAZ Minerals Shareholders holding KAZ Minerals Shares in certificated form and who are citizens or residents of jurisdictions outside the UK is drawn to paragraph 7 of Part B and paragraph (b) of Part C of Appendix I to this document.

### 19.2 ***KAZ Minerals Shares held in uncertificated form (that is, in CREST)***

#### 19.2.1 *General*

If your KAZ Minerals Shares are in uncertificated form, to accept the Increased Offer you should NOT complete, sign and return the Form of Acceptance, but instead take (or procure the taking of) the actions set out below to transfer the KAZ Minerals Shares in respect of which you wish to accept the Increased Offer to the appropriate escrow balance(s), specifying the Receiving Agent (in its capacity as a CREST participant under the Escrow Agent's participant ID referred to below) as the Escrow Agent, as soon as possible **and in any event so that the TTE instruction settles not later than 1.00 p.m. on 9 March 2021. Note that settlement cannot take place on weekends or bank holidays (or other times at which the CREST system is non-operational) – you should therefore ensure you time the input of any TTE instructions accordingly.**

The input and settlement of a TTE instruction in accordance with this paragraph 19.2 will (subject to satisfying the requirements set out in Parts B and D of Appendix I to this document) constitute an acceptance of the Increased Offer in respect of the number of KAZ Minerals Shares so transferred to escrow.

**If you are a CREST sponsored member, you should refer to your CREST sponsor before taking any action. Only your CREST sponsor will be able to send the TTE instruction(s) to Euroclear in relation to your KAZ Minerals Shares.**

After settlement of a TTE instruction, you will not be able to access the KAZ Minerals Shares concerned in CREST for any transaction or charging purposes. If the Increased Offer becomes or is declared unconditional in all respects, the Escrow Agent will transfer the KAZ Minerals Shares concerned in accordance with paragraph (d) of Part D of Appendix I to this document.

You are recommended to refer to the CREST Manual issued by Euroclear for further information on the CREST procedure outlined below.

**You should note that Euroclear does not make available special procedures, in CREST, for any particular corporate action. Normal system timings and limitations will therefore apply in connection with a TTE instruction and its settlement. You should therefore ensure that all necessary action is taken by you (or by your CREST sponsor) to enable a TTE instruction relating to your KAZ Minerals Shares to settle prior to 1.00 p.m. on 9 March 2021. In this connection, you are referred in particular to those sections of the CREST Manual concerning the practical limitations of the CREST system and timings.**

#### 19.2.2 *To accept the Increased Offer*

To accept the Increased Offer in respect of KAZ Minerals Shares held in uncertificated form, you should NOT complete, sign and return the Form of Acceptance, but instead send (or, if you

are a CREST sponsored member, procure that your CREST sponsor sends) to Euroclear a TTE instruction in relation to such shares. A TTE instruction to Euroclear must be properly authenticated in accordance with Euroclear's specifications for transfers to escrow and must contain the following details:

- the ISIN number for the KAZ Minerals Shares. This is GB00B0HZPV38;
- the number of KAZ Minerals Shares in respect of which you wish to accept the Increased Offer (i.e. the number of KAZ Minerals Shares to be transferred to escrow);
- your member account ID;
- your participant ID;
- the participant ID of the Escrow Agent. This is 3RA13;
- the member account ID of the Escrow Agent for the Increased Offer. This is KAZNOV01;
- the intended settlement date. This should be as soon as possible and, in any event, not later than 1.00 p.m. on 9 March 2021;
- the corporate action number of the Increased Offer. This is allocated by Euroclear and will be available on screen from Euroclear;
- input with a standard delivery instruction priority of 80; and
- a contact name and telephone number in the shared note field.

#### 19.2.3 *Validity of Acceptances*

Holders of KAZ Minerals Shares in uncertificated form who wish to accept the Increased Offer should note that a TTE instruction will only be a valid acceptance of that Increased Offer as at the relevant closing date if it has settled on or before 1.00 p.m. on that date. A Form of Acceptance which is received in respect of KAZ Minerals Shares held in uncertificated form may be treated as an invalid acceptance and may be disregarded.

Bidco will make an appropriate announcement if any of the details contained in this paragraph 19.2 alter for any reason.

#### 19.2.4 *Overseas shareholders*

The attention of KAZ Minerals Shareholders holding KAZ Minerals Shares in uncertificated form and who are citizens or residents of jurisdictions outside the UK is drawn to paragraph 7 of Part B and paragraph (b) of Part D of Appendix I to this document.

#### 19.2.5 *General*

Normal CREST procedures (including timings) apply in relation to any KAZ Minerals Shares that are, or are to be, converted from uncertificated to certificated form, or from certificated to uncertificated form, during the course of the Increased Offer (whether any such conversion arises as a result of a transfer of KAZ Minerals Shares or otherwise). Holders of KAZ Minerals Shares who are proposing so to convert any such shares are recommended to ensure that the conversion procedures are implemented in sufficient time to enable the person holding or acquiring the shares as a result of the conversion to take all necessary steps in connection with an acceptance of the Increased Offer (in particular, as regards delivery of share certificate(s) and/or other documents of title or transfers to an escrow balance as described above) prior to 1.00 p.m. on 9 March 2021.

**If you are in any doubt as to the procedure for acceptance of the Increased Offer, please contact the Receiving Agent between 8.30 a.m. and 5.30 p.m. Monday to Friday (excluding UK public holidays) on (0) 370 707 1100 from within the UK (or on +44 (0) 370**

**707 1100 if calling from outside the UK) or at the address referred to in paragraph 19.1.2 above. You are reminded that, if you are a CREST sponsored member, you should contact your CREST sponsor before taking any action.**

## **20. SETTLEMENT**

Subject to the Increased Offer becoming or being declared unconditional in all respects (and except as provided in paragraph 7 of Part B of Appendix I to this document in the case of certain overseas shareholders), settlement of the consideration to which any KAZ Minerals Shareholder (or the first-named shareholder in the case of joint holders) is entitled under the Increased Offer will be effected: (i) in the case of acceptances received, complete in all respects, by the date on which the Increased Offer becomes or is declared unconditional in all respects, within 14 calendar days of such date; and (ii) in the case of acceptances received, complete in all respects, after such date but while the Increased Offer remains open for acceptance, within 14 calendar days of such receipt, in the following manner:

### **20.1 *KAZ Minerals Shares in certificated form (that is, not in CREST)***

Where an acceptance relates to KAZ Minerals Shares in certificated form, settlement of any cash due will be despatched by first class post (or such other method as may be approved by the Panel) to accepting KAZ Minerals Shareholders or their appointed agents (but not into any Restricted Jurisdictions). All such cash payments will be made in pounds sterling by cheque drawn on a branch of a United Kingdom clearing bank.

### **20.2 *KAZ Minerals Shares in uncertificated form (that is, in CREST)***

Where an acceptance relates to KAZ Minerals Shares in uncertificated form, the cash consideration to which the accepting KAZ Minerals Shareholder is entitled will be paid by means of a CREST payment in favour of the accepting KAZ Minerals Shareholder's payment bank in respect of the cash consideration due, in accordance with CREST payment arrangements. Bidco reserves the right to settle all or any part of the consideration referred to in this paragraph 20.2, for all or any accepting KAZ Minerals Shareholder(s), in the manner referred to in paragraph 20.1 above, if, for any reason, it wishes to do so.

### **20.3 *KAZ Minerals Shares in certificated form (that is, not in CREST) issued or transferred under the KAZ Minerals Share Plans***

Where an acceptance relates to KAZ Minerals Shares in certificated form issued or transferred pursuant to the KAZ Minerals Share Plans on or after the Effective Date, settlement of any cash due may be by payment to KAZ Minerals or any of its subsidiaries or subsidiary undertakings or otherwise at its or their discretion by such method as may be agreed with KAZ Minerals, and KAZ Minerals shall then procure that such payments are made to the relevant KAZ Minerals Shareholders via payment to the relevant individual's bank account (into which the KAZ Minerals Group salary or wages are or were most recently paid, but not into any Restricted Jurisdictions) as soon as practicable, subject to the deduction of any applicable income taxes and social security contributions required to be withheld.

### **20.4 *General***

If the Increased Offer does not become or is not declared unconditional in all respects:

20.4.1 in the case of KAZ Minerals Shares held in certificated form, the relevant Form of Acceptance, share certificate(s) and/or other document(s) of title will be returned by post (or by such other method as may be approved by the Panel) within 14 calendar days of the Increased Offer lapsing to the person or agent whose name and address (outside a Restricted Jurisdiction) is set out in the Form of Acceptance or, if none is set out, to the first-named holder at their registered address (provided that no such documents will be sent to an address in a Restricted Jurisdiction); and

20.4.2 in the case of KAZ Minerals Shares held in uncertificated form, the Escrow Agent will, immediately after the lapsing of the Increased Offer (or within such longer period as the Panel may permit, not exceeding 14 calendar days of the lapsing of the Increased Offer), give TFE instructions to Euroclear to transfer all KAZ Minerals Shares held in escrow balances and in relation to which it is the Escrow Agent for the purposes of the Increased Offer to the original available balances of the KAZ Minerals Shareholders concerned.

All remittances, communications, notices, certificates and documents of title sent by, to or from KAZ Minerals Shareholders or their appointed agents will be sent at their own risk.

## **21. FURTHER INFORMATION**

Your attention is drawn to the further information in the Appendices, which form part of this document, and, if your KAZ Minerals Shares are in certificated form, to the accompanying Form of Acceptance which should be read in conjunction with this document.

## **22. ACTION TO BE TAKEN**

To accept the Increased Offer:

- If your KAZ Minerals Shares are in certificated form (that is, not in CREST), the Form of Acceptance must be completed, signed, where relevant witnessed and returned as soon as possible, (together with your share certificate(s) and/or other document(s) of title) and in any event so as to be received by the Receiving Agent no later than 1.00 p.m. on 9 March 2021. A reply-paid envelope is enclosed for your convenience for use in the UK only.
- If your KAZ Minerals Shares are in uncertificated form (that is, in CREST), you should NOT return the Form of Acceptance but instead ensure that an Electronic Acceptance is made by you or on your behalf and that settlement is no later than 1.00 p.m. on 9 March 2021. If you are a CREST sponsored member, you should refer to your CREST sponsor before taking any action. Only your CREST sponsor will be able to send the TTE instructions(s) to Euroclear in relation to your KAZ Minerals Shares.

If you have any questions relating to accepting the Increased Offer, please contact the Receiving Agent between 8.30 a.m. and 5.30 p.m. Monday to Friday (excluding UK public holidays) on (0) 370 707 1100 from within the UK (or on +44 (0) 370 707 1100 if calling from outside the UK).

Yours faithfully,

**Nova Resources B.V.**

## APPENDIX I

### CONDITIONS AND FURTHER TERMS OF THE INCREASED OFFER

#### Part A: Conditions to the Increased Offer and Acquisition

##### 1. Conditions of the Increased Offer

The Acquisition is conditional on:

###### *Acceptance Condition*

- (a) valid acceptances of the Increased Offer being received (and not, where permitted, withdrawn) by no later than 1.00 p.m. on the First Closing Date of the Increased Offer (or such later time(s) and/or date(s) as Bidco may, in accordance with the Takeover Code or with the consent of the Panel, decide) in respect of not less than 75 per cent. (or such lesser percentage as Bidco may decide) of the KAZ Minerals Shares to which the Increased Offer relates and of the voting rights attached to those shares, provided that this Condition will not be satisfied unless Bidco and/or any of its wholly-owned subsidiaries shall have acquired or agreed to acquire (whether pursuant to the Increased Offer, the Share Exchange Agreement or otherwise), directly or indirectly, KAZ Minerals Shares carrying in aggregate more than 50 per cent. of the voting rights then normally exercisable at a general meeting of KAZ Minerals, including for this purpose (except to the extent otherwise agreed by the Panel) any such voting rights attaching to KAZ Minerals Shares that are unconditionally allotted or issued before the Increased Offer becomes or is declared unconditional as to acceptances whether pursuant to the exercise of any outstanding subscription or conversion rights or otherwise.

For the purposes of this Condition:

- (i) KAZ Minerals Shares which have been unconditionally allotted but not issued before the Increased Offer becomes or is declared unconditional as to acceptances, whether pursuant to the exercise of any outstanding subscription or conversion rights or otherwise, shall be deemed to carry the voting rights they will carry upon issue;
- (ii) the expression “KAZ Minerals Shares to which the Increased Offer relates” shall be construed in accordance with Chapter 3 of Part 28 of the Companies Act; and
- (iii) KAZ Minerals Shares that cease to be held in treasury before the Increased Offer becomes or is declared unconditional as to acceptances are KAZ Minerals Shares to which the Increased Offer relates.

###### *Antitrust and regulatory*

- (b) the State Administration for Market Regulation of the PRC (“SAMR”) issuing a notice confirming that it will not conduct further review of the Acquisition or approving the Acquisition; or the statutory review period pursuant to the PRC Anti-Monopoly Law, including any extension of such period, having elapsed and no objection having been raised or qualifications or requirements that are not on terms reasonably satisfactory to Bidco imposed by the SAMR in relation to the Acquisition;<sup>1</sup>
- (c) the Federal Antimonopoly Service of Russia (the “FAS of Russia”) issuing a clearance decision approving the Acquisition pursuant to Art. 33(2)(1) or Art. 33(2)(4) of Federal Law No. 135 On Protection of Competition, dated 26 July 2006 on terms reasonably satisfactory to Bidco;
- (d) the Government Commission on Monitoring Foreign Investment in the Russian Federation acting through the FAS of Russia issuing a clearance decision approving the Acquisition pursuant to Art. 11(1)(1) or Art. 11(1)(2) of Federal Law No. 57-FZ On the Procedure for Making Foreign

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<sup>1</sup> The Condition set out under paragraph 1(b) has been satisfied, as described in paragraph 14 of Part 2 of this document.

Investments in Business Entities of Strategic Importance for National Defence and State Security, dated 29 April 2008 on terms reasonably satisfactory to Bidco;

- (e) the Turkish Competition Board rendering a decision pursuant to the Act on the Protection of Competition Law No. 4054, as amended (the “**Turkish Antitrust Act**”) and Communique No. 2010/4 on the Mergers and Acquisitions Calling for the Authorisation of the Competition Board (as amended), stating that the Acquisition is not subject to notification, or approving the Acquisition after a preliminary investigation on terms reasonably satisfactory to Bidco (“**Turkish Antitrust Condition**”); the Turkish Antitrust Condition shall be deemed satisfied upon the earlier of:
  - (i) receipt of the short form decision (without having to wait for the reasoned decision) with the express permission of the Turkish Competition Board for the Acquisition; or
  - (ii) failure to receive a response or other form of communication from the Turkish Competition Board within thirty (30) days after the date of complete notification of the Acquisition, in which case approval shall be deemed to have been granted;
- (f) the Kazakhstan Committee for Protection and Development of Competition of the Ministry of National Economy having given consent for economic concentration by way of the Acquisition on terms reasonably satisfactory to Bidco;
- (g) the Ministry of Industry and Infrastructure Development of the Republic of Kazakhstan rendering a permit for the Acquisition and transfer of the subsoil use right related objects pursuant to Article 44 of the Kazakh Subsoil Code on terms reasonably satisfactory to Bidco;<sup>2</sup> and
- (h) the Government of the Kyrgyz Republic issuing a waiver decision approving the Acquisition pursuant to the Law of the Republic of Kyrgyzstan on Strategic Assets;<sup>3</sup>

***Other Third Party clearances***

- (i) no central bank, government or governmental, quasi-governmental, supranational, statutory, regulatory, environmental, administrative, fiscal or investigative body, court, trade agency, association, institution, environmental body, employee representative body or any other body or person whatsoever in any jurisdiction (each a “**Third Party**”) having given notice of a decision to take, institute, implement or threaten any action, proceeding, suit, investigation, enquiry or reference, or having required any action to be taken or otherwise having done anything or having enacted, made or proposed any statute, regulation, decision, order or change to published practice and there not continuing to be outstanding any statute, regulation, decision or order which would or might:
  - (i) make the Acquisition, its implementation or the acquisition or proposed acquisition of any shares or other securities in, or control or management of, any member of the Wider KAZ Minerals Group by any member of the Bidco Group or the Consortium Group void, illegal and/or unenforceable under the laws of any relevant jurisdiction, or otherwise directly or indirectly prevent, prohibit, or restrain, restrict, impede, challenge, delay or otherwise to a material extent or otherwise materially interfere with the implementation of, or impose material additional conditions or obligations with respect to, the Acquisition or the acquisition of any shares or other securities in, or control or management of, any member of the Wider KAZ Minerals Group by any member of the Bidco Group or the Consortium Group or require amendment of the Acquisition;
  - (ii) require, prevent or materially delay the divestiture or materially alter the terms envisaged for such divestiture by any member of the Bidco Group or the Consortium Group or by any member of the Wider KAZ Minerals Group of all or any material part of their businesses, assets or property or impose any limitation on the ability of all or any of them to conduct their

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2 The Condition set out under paragraph 1(g) has been satisfied, as described in paragraph 14 of Part 2 of this document.

3 The Condition set out under paragraph 1(h) has been satisfied, as described in paragraph 14 of Part 2 of this document.



businesses (or any part thereof) or to own, control or manage any of their assets or properties (or any part thereof);

- (iii) impose any material limitation on, or result in a material delay in, the ability of any member of the Bidco Group or the Consortium Group directly or indirectly to acquire or hold or to exercise effectively all or any rights of ownership in respect of shares or other securities in KAZ Minerals (or any member of the Wider KAZ Minerals Group) or on the ability of any member of the Wider KAZ Minerals Group or any member of the Bidco Group or any member of the Consortium Group directly or indirectly to hold or exercise effectively any rights of ownership in respect of shares or other securities (or the equivalent) in, or to exercise management control over, any member of the Wider KAZ Minerals Group;
- (iv) other than pursuant to the implementation of the Acquisition, require any member of the Bidco Group or the Consortium Group or the Wider KAZ Minerals Group to acquire or offer to acquire any shares, other securities (or the equivalent) or interest in any member of the Wider KAZ Minerals Group or any asset owned by any third party;
- (v) require, prevent or materially delay a divestiture by any member of the Bidco Group or the Consortium Group of any shares or other securities (or the equivalent) in any member of the Wider KAZ Minerals Group;
- (vi) result in any member of the Wider KAZ Minerals Group ceasing to be able to carry on business under any name under which it presently carries on business;
- (vii) impose any material limitation on the ability of any member of the Bidco Group or any member of the Consortium or any member of the Wider KAZ Minerals Group to conduct, integrate or co-ordinate all or any part of their respective businesses with all or any part of the business of any other member of the Bidco Group and/or the Consortium Group and/or the Wider KAZ Minerals Group; or
- (viii) otherwise materially affect the business, assets, value, profits, prospects or operational performance of any member of the Wider KAZ Minerals Group or any member of the Bidco Group or any member of the Consortium Group,

and all applicable waiting and other time periods (including any extensions thereof) during which any such Third Party could decide to take, institute, implement or threaten any such action, proceeding, suit, investigation, enquiry or reference or take any other step under the laws of any jurisdiction in respect of the Acquisition or proposed acquisition of any KAZ Minerals Shares or otherwise intervene having expired, lapsed, or been terminated;

- (j) all material notifications, filings or applications which are deemed by Bidco to be necessary or appropriate (acting reasonably) having been made in connection with the Acquisition and all necessary waiting and other time periods (including any extensions thereof) under any applicable legislation or regulation of any jurisdiction having expired, lapsed or been terminated (as appropriate) and all statutory and regulatory obligations in any jurisdiction having been complied with and all Authorisations which are deemed by Bidco to be necessary or appropriate (acting reasonably) in any jurisdiction for or in respect of the Acquisition or the proposed acquisition of any shares or other securities in, or control of, KAZ Minerals by any member of the Bidco Group or the Consortium Group having been obtained in terms and in a form reasonably satisfactory to Bidco from all appropriate Third Parties or (without prejudice to the generality of the foregoing) from any person or bodies with whom any member of the Wider KAZ Minerals Group or the Bidco Group or the Consortium Group has entered into contractual arrangements and all such Authorisations which are deemed by Bidco to be necessary or appropriate (acting reasonably) to carry on the business of any member of the Wider KAZ Minerals Group in any jurisdiction having been obtained in each case where the direct consequence of a failure to make such notification or filing or to wait for the expiry, lapse or termination of any such waiting or other time period or to comply with such obligation or obtain such Authorisation would be unlawful in any Restricted Jurisdiction or have a material adverse

effect on the Wider KAZ Minerals Group, any member of the Bidco Group, any member of the Consortium Group or the ability of Bidco to implement the Acquisition and all such Authorisations remaining in full force and effect at the time at which the Acquisition becomes or is declared otherwise unconditional in all respects and there being no notice or intimation of an intention to revoke, suspend, restrict, modify or not to renew such Authorisations; and

- (k) no temporary restraining order, preliminary or permanent injunction, preliminary or permanent enjoinder, or other order threatened or issued and being in effect by a court or other Third Party which has the effect of making the Acquisition or any acquisition or proposed acquisition of any shares or other securities or control or management of, any member of the Wider KAZ Minerals Group by any member of the Bidco Group or the Consortium Group, or the implementation of either of them, void, voidable, illegal and/or unenforceable under the laws of any relevant jurisdiction, or otherwise directly or indirectly prohibiting, preventing, restraining, restricting, materially delaying or otherwise materially interfering with the consummation or the approval of the Acquisition or any matter arising from the proposed acquisition of any shares or other securities in, or control or management of, any member of the Wider KAZ Minerals Group by any member of the Bidco Group or the Consortium Group;

***Absence of adverse circumstances***

- (l) except as Disclosed, there being no provision of any material arrangement, agreement, licence, permit, franchise, lease or other instrument to which any member of the Wider KAZ Minerals Group is a party or by or to which any such member or any of its assets is or may be bound, entitled or be subject or any event or circumstance which, as a consequence of the Acquisition or the proposed acquisition by any member of the Bidco Group or the Consortium Group of any shares or other securities in KAZ Minerals or because of a change in the control or management of any member of the Wider KAZ Minerals Group or otherwise, would or might reasonably be expected to result in:
  - (i) any monies borrowed by, or any other indebtedness, actual or contingent of, or any grant available to, any member of the Wider KAZ Minerals Group being or becoming repayable, or capable of being declared repayable, immediately or prior to its or their stated maturity date or repayment date, or the ability of any such member to borrow monies or incur any indebtedness being withdrawn or inhibited or being capable of becoming or being withdrawn or inhibited;
  - (ii) the rights, liabilities, obligations, interests or business of any member of the Wider KAZ Minerals Group or any member of the Bidco Group or any member of the Consortium Group under any such material arrangement, agreement, licence, permit, lease or instrument or the interests or business of any member of the Wider KAZ Minerals Group or any member of the Bidco Group or any member of the Consortium Group in or with any other firm or company or body or person (or any agreement or arrangement relating to any such business or interests) being or likely to become terminated or adversely modified or affected or any onerous obligation or liability arising or any adverse action being taken or arising thereunder;
  - (iii) any member of the Wider KAZ Minerals Group ceasing to be able to carry on business under any name under which it presently carries on business;
  - (iv) any assets or interests of, or any asset the use of which is enjoyed by, any member of the Wider KAZ Minerals Group being or falling to be disposed of or charged or any right arising under which any such asset or interest could be required to be disposed of or charged or could cease to be available to any member of the Wider KAZ Minerals Group;
  - (v) the creation or enforcement of any mortgage, charge or other security interest over the whole or any part of the business, property or assets of any member of the Wider KAZ Minerals Group or any such mortgage, charge or other security interest (whenever created, arising or having arisen), becoming enforceable;
  - (vi) the business, assets, value, financial or trading position, profits, prospects or operational performance of any member of the Wider KAZ Minerals Group being prejudiced or adversely affected;

- (vii) the creation or acceleration of any material liability (actual or contingent) by any member of the Wider KAZ Minerals Group, other than under the Baimskaya SPA; or
- (viii) any liability of any member of the Wider KAZ Minerals Group to make any severance, termination, bonus or other payment to any of its directors or other officers;

***No material transactions, claims or changes in the conduct of the business of the KAZ Minerals Group***

- (m) except as Disclosed, no member of the Wider KAZ Minerals Group having since 31 December 2019:
  - (i) save as between KAZ Minerals and its wholly-owned subsidiaries or between such wholly-owned subsidiaries and save for the issue or transfer out of treasury of KAZ Minerals Shares on the exercise of options or vesting of awards granted in the ordinary course under the KAZ Minerals Share Plans, issued or agreed to issue or authorised or proposed or announced its intention to authorise or propose the issue of additional shares of any class, or securities or securities convertible into, or exchangeable for, or rights, warrants or options to subscribe for or acquire, any such shares or convertible securities or transferred or sold or agreed to transfer or sell or authorised or proposed the transfer or sale of KAZ Minerals Shares out of treasury;
  - (ii) recommended, declared, paid or made or proposed to recommend, declare, pay or make any bonus issue, dividend or other distribution (whether payable in cash or otherwise) other than to KAZ Minerals or one of its wholly-owned subsidiaries;
  - (iii) save as between KAZ Minerals and its wholly-owned subsidiaries or between such wholly-owned subsidiaries, merged with (by statutory merger or otherwise) or demerged from or acquired any body corporate, partnership or business or acquired or disposed of, or, other than in the ordinary course of business, transferred, mortgaged or charged or created any security interest over, any material assets or any right, title or interest in any material asset (including shares and trade investments) or authorised, proposed or announced any intention to do so;
  - (iv) save as between KAZ Minerals and its wholly-owned subsidiaries or between such wholly-owned subsidiaries, made, authorised, proposed or announced an intention to propose any change in its loan capital;
  - (v) issued, authorised or proposed or announced an intention to authorise or propose the issue of, or made any change in or to the terms of, any debentures or (save as between KAZ Minerals and its wholly-owned subsidiaries or between such wholly-owned subsidiaries) incurred or increased any indebtedness or become subject to any contingent liability which is material in the context of the Wider KAZ Minerals Group as a whole;
  - (vi) entered into, varied, authorised or proposed entry into or variation of, or announced its intention to enter into or vary, any material contract, transaction, arrangement or commitment (whether in respect of capital expenditure or otherwise) which is of a long term, unusual or onerous nature, or which involves or could reasonably be expected to involve an obligation of a nature or magnitude which is, in any such case, material in the context of the KAZ Minerals Group or in the context of the Acquisition, or which is or is reasonably likely to be materially restrictive on the business of any member of the Wider KAZ Minerals Group, any member of the Bidco Group, or the Consortium Group;
  - (vii) entered into any licence or other disposal of intellectual property rights of any member of the Wider KAZ Minerals Group which are material in the context of the Wider KAZ Minerals Group and outside the normal course of business;
  - (viii) entered into, varied, authorised or proposed entry into or variation of, or announced its intention to enter into or vary the terms of or made any offer (which remains open for acceptance) to enter into or vary the terms of, any contract, commitment, arrangement or any service agreement with any director or senior executive of the Wider KAZ Minerals Group save for salary increases, bonuses or variations of terms in the ordinary course;

- (ix) proposed, agreed to provide or modified the terms of any share option scheme, incentive scheme, or other benefit relating to the employment or termination of employment of any employee of the Wider KAZ Minerals Group;
- (x) procured, made or agreed, to:
  - (I) any significant change to: (a) the terms of the trust deeds, rules, policy or other governing documents constituting any pension scheme or other retirement or death benefit arrangement established for the directors, former directors, employees or former employees of any entity in the Wider KAZ Minerals Group or their dependants (a “**Relevant Pension Plan**”); (b) the basis on which benefits accrue, pensions which are payable or the persons entitled to accrue or be paid benefits, under any Relevant Pension Plan; (c) the basis on which the liabilities of any Relevant Pension Plan are funded or valued; (d) the manner in which the assets of any Relevant Pension Plan are invested; (e) the basis or rate of employer contribution to a Relevant Pension Plan;
  - (II) enter into or propose to enter into one or more bulk annuity contracts in relation to any Relevant Pension Plan; or
  - (III) carry out any act: (a) which would or could reasonably be expected to lead to the commencement of the winding up of any Relevant Pension Plan; (b) which would or might create a material debt owed by an employer to any Relevant Pension Plan; (c) which would or might accelerate any obligation on any employer to fund or pay additional contributions to any Relevant Pension Plan; or (d) which would or might give rise directly or indirectly to a liability in respect of a Relevant Pension Plan arising out of the operation of sections 38 to 56 inclusive of the Pensions Act 2004 in relation to the scheme;
- (xi) changed the trustee or trustee directors or other fiduciary of any Relevant Pension Plan;
- (xii) entered into, implemented or effected, or authorised, proposed or announced its intention to implement or effect, any joint venture, asset or profit sharing arrangement, partnership, composition, assignment, reconstruction, amalgamation, commitment, scheme or other transaction or arrangement (other than the Acquisition);
- (xiii) purchased, redeemed or repaid or announced any proposal to purchase, redeem or repay any of its own shares or other securities or reduced or, save in respect of the matters mentioned in sub-paragraph (i) above, made any other change to any part of its share capital;
- (xiv) other than with respect to claims between KAZ Minerals and its wholly owned subsidiaries (or between such subsidiaries), waived, compromised or settled any claim otherwise than in the ordinary course of business which is material in the context of the KAZ Minerals Group taken as a whole or in the context of the Acquisition;
- (xv) made any material alteration to its articles of association or other constitutional documents (in each case, other than in connection with the Increased Offer);
- (xvi) (other than in respect of a member which is dormant and was solvent at the relevant time) taken or proposed any steps, corporate action or had any legal proceedings instituted or threatened against it in relation to the suspension of payments, a moratorium of any indebtedness, its winding-up (voluntary or otherwise), dissolution, reorganisation or for the appointment of any administrator, receiver, manager, administrative receiver, trustee or similar officer of all or any material part of its assets or revenues or any analogous proceedings in any jurisdiction or appointed any analogous person in any jurisdiction or had any such person appointed;
- (xvii) been unable, or admitted in writing that it is unable, to pay its debts or commenced negotiations with one or more of its creditors with a view to rescheduling or restructuring any of its

indebtedness, or having stopped or suspended (or threatened to stop or suspend) payment of its debts generally or ceased or threatened to cease carrying on all or a substantial part of its business;

- (xviii) entered into any contract, commitment, agreement or arrangement otherwise than in the ordinary course of business or passed any resolution or made any offer (which remains open for acceptance) with respect to or announced an intention to, or to propose to, effect any of the transactions, matters or events referred to in this condition;
- (xix) terminated or varied the terms of any agreement or arrangement between any member of the Wider KAZ Minerals Group and any other person in a manner which would or might be expected to have a material adverse effect on the financial position of the KAZ Minerals Group taken as a whole; or
- (xx) having taken (or agreed or proposed to take) any action which requires, or would require, the consent of the Panel or the approval of shareholders of KAZ Minerals in a general meeting in accordance with, or as contemplated by, Rule 21.1 of the Takeover Code;

***No material adverse change***

- (n) except as Disclosed, since 31 December 2019, there having been:
  - (i) no adverse change and no circumstance having arisen which would be expected to result in any adverse change or deterioration in the business, assets, value, financial or trading position, profits, prospects or operational performance of any member of the Wider KAZ Minerals Group;
  - (ii) no litigation, arbitration proceedings, prosecution or other legal proceedings including, without limitation, with regard to intellectual property rights used by the Wider KAZ Minerals Group having been threatened, announced or instituted by or against or remaining outstanding against any member of the Wider KAZ Minerals Group or to which any member of the Wider KAZ Minerals Group is or may become a party (whether as claimant or defendant or otherwise) and no enquiry, review, investigation or enforcement proceedings by, or complaint or reference to, any Third Party against or in respect of any member of the Wider KAZ Minerals Group having been threatened, announced or instituted by or against, or remaining outstanding in respect of, any member of the Wider KAZ Minerals Group;
  - (iii) no contingent or other liability having arisen, increased or become apparent; and
  - (iv) no steps having been taken and no omissions having been made which are likely to result in the withdrawal, cancellation, termination or modification of any licence held by any member of the Wider KAZ Minerals Group, which is necessary for the proper carrying on of its business,

in each case, which is material in the context of the Wider KAZ Minerals Group taken as a whole;

- (o) except as Disclosed, since 31 December 2019, Bidco not having discovered:
  - (i) that any financial, business or other information concerning the Wider KAZ Minerals Group publicly announced or disclosed to any member of the Bidco Group at any time prior to the date of the 2.7 Announcement by or on behalf of any member of the Wider KAZ Minerals Group or to any of their advisers is misleading, contains a material misrepresentation of fact or omits to state a fact necessary to make that information not misleading;
  - (ii) that any member of the Wider KAZ Minerals Group is subject to any liability, contingent or otherwise, which is not disclosed in the Annual Report and Accounts of KAZ Minerals; or

- (iii) any information which affects the import of any information disclosed to Bidco at any time by or on behalf of any member of the Wider KAZ Minerals Group,

in each case, which is material in the context of the Wider KAZ Minerals Group taken as a whole;

***Environmental liabilities***

(p) except as Disclosed, Bidco not having discovered that:

- (i) any past or present member of the Wider KAZ Minerals Group has not complied in any material respect with all applicable legislation or regulations, notices or other requirements of any jurisdiction or any Third Party or any Authorisations relating to the use, treatment, storage, carriage, disposal, discharge, spillage, release, leak or emission of any waste or hazardous substance or greenhouse gas, or any substance likely to impair the environment (including property) or harm the health of humans, animals or other living organisms or eco-systems or otherwise relating to environmental matters or the health and safety of humans, which non-compliance would be likely to give rise to any material liability including any penalty for non-compliance (whether actual or contingent) on the part of any member of the Wider KAZ Minerals Group;
- (ii) there has been a material disposal, discharge, spillage, accumulation, leak, emission, release or the migration, production, supply, treatment, storage, transport or use of any waste or hazardous substance or greenhouse gas or any substance likely to impair the environment (including any property) or harm human health which (whether or not giving rise to non-compliance with any law or regulation) would be likely to give rise to any material liability (whether actual or contingent) on the part of any member of the Wider KAZ Minerals Group;
- (iii) there is or is likely to be any material obligation or liability (whether actual or contingent) or requirement to make good, remediate, repair, re-instate or clean up any property, asset currently or previously owned, occupied or made use of by any past or present member of the Wider KAZ Minerals Group (or on its behalf), or in which any such member may have or previously have had or be deemed to have had an interest, or other elements of the environment (including any controlled waters) under any environmental legislation, common law, regulation, notice, circular, Authorisation, other legally binding requirement or order of any Third Party or to contribute to the cost thereof or associated therewith or indemnify any person in relation thereto;
- (iv) circumstances exist (whether as a result of the Acquisition or otherwise):
  - (I) which would be likely to lead to any Third Party instituting; or
  - (II) whereby any member of the Bidco Group or the Consortium Group or any present or past member of the Wider KAZ Minerals Group would be likely to be required to institute,

an environmental audit or take any other steps which would in any such case be likely to result in any liability (whether actual or contingent) to improve, modify existing or install new plant, machinery or equipment or carry out changes in the processes currently carried out or make good, remediate, repair, re-instate or clean up any land or other asset currently or previously owned, occupied or made use of by any past or present member of the Wider KAZ Minerals Group (or on its behalf) or by any person for which a member of the Wider KAZ Minerals Group is or has been responsible, or in which any such member may have or previously have had or be deemed to have had an interest, which is material in the context of the Wider KAZ Minerals Group taken as a whole; or

- (v) circumstances exist whereby a person or class of persons would be likely to have any claim or claims in respect of any product or process of manufacture or materials used therein currently or previously manufactured, sold or carried out by any past or present member of the Wider

KAZ Minerals Group which claim or claims would be likely to affect any member of the Wider KAZ Minerals Group, which is material in the context of the Wider KAZ Minerals Group taken as a whole;

***Intellectual Property***

- (q) except as Disclosed, no circumstance having arisen or event having occurred in relation to any intellectual property owned or used by any member of the Wider KAZ Minerals Group which would have a material adverse effect on the Wider KAZ Minerals Group taken as a whole or is otherwise material in the context of the Acquisition, including:
  - (i) any member of the Wider KAZ Minerals Group losing its title to any intellectual property material to its business, or any intellectual property owned by the Wider KAZ Minerals Group and material to its business being revoked, cancelled or declared invalid;
  - (ii) any claim being asserted in writing or threatened in writing by any person challenging the ownership of any member of the Wider KAZ Minerals Group to, or the validity or effectiveness of, any of its intellectual property; or
  - (iii) any agreement regarding the use of any intellectual property licensed to or by any member of the Wider KAZ Minerals Group being terminated or varied;

***Anti-corruption and sanctions***

- (r) except as Disclosed, Bidco not having discovered that:
  - (i) any past or present member of the Wider KAZ Minerals Group or any person that performs or has performed services for or on behalf of any such company is or has at any time engaged in any activity, practice or conduct (or omitted to take any action) in contravention of the UK Bribery Act 2010, the US Foreign Corrupt Practices Act of 1977, as amended or any other applicable anti-corruption legislation;
  - (ii) any member of the Wider KAZ Minerals Group is ineligible to be awarded any contract or business under regulation 57 of the Public Contracts Regulations 2015 or regulation 80 of the Utilities Contracts Regulations 2016 (each as amended from time to time);
  - (iii) any past or present member of the Wider KAZ Minerals Group has engaged in any activity or business with, or made any investments in, or made any payments to any government, entity or individual covered by any of the economic sanctions administered by the United Nations or the European Union (or any of their respective member states) or the United States Office of Foreign Assets Control or any other governmental or supranational body or authority in any jurisdiction; or
  - (iv) a member of the KAZ Minerals Group has engaged in a transaction which would cause the Bidco Group or the Consortium Group to be in breach of any applicable law or regulation on completion of the Acquisition, including the economic sanctions administered by the United States Office of Foreign Assets Control or HM Treasury or any government, entity or individual targeted by any of the economic sanctions of the United Nations, United States or the European Union or any of its member states; and

***No criminal property***

- (s) except as Disclosed, Bidco not having discovered that any asset of any member of the Wider KAZ Minerals Group constitutes criminal property as defined by section 340(3) of the Proceeds of Crime Act 2002 (but disregarding paragraph (b) of that definition).

***Waiver and invocation of the Conditions***

Subject to the requirements of the Panel in accordance with the Takeover Code, Bidco reserves the right to waive, in whole or in part, all or any of the Conditions contained in paragraphs 1(b) to (s) in this Part A.

The Conditions contained in paragraphs 1(b) to (s) must be satisfied as at, or (if capable of waiver) waived on or before, midnight on the 21st calendar day after the later of the First Closing Date of the Increased Offer and the date on which the Condition contained in paragraph 1(a) in this Part A is satisfied (or, in each case, such later date as the Panel may agree), failing which the Increased Offer will lapse. Bidco shall be under no obligation to waive (if capable of waiver) or determine to be, or treat as, satisfied, any of the Conditions contained in paragraphs 1(b) to (s) by a date earlier than the latest date specified above for the satisfaction thereof notwithstanding that the other Conditions may at such earlier date have been waived or satisfied and that there are, at such earlier date, no circumstances indicating that any of such Conditions may not be capable of satisfaction. In any event, all of the Conditions must be satisfied as at, or (if capable of waiver) waived on or before, midnight on the 81st day following the date on which this Offer Document is published or such other date as may be agreed with the Panel.

Under Rule 13.5(a) of the Takeover Code, Bidco may not invoke a Condition so as to cause the Acquisition not to proceed, to lapse or to be withdrawn unless the circumstances which give rise to the right to invoke the Condition are of material significance to Bidco in the context of the Acquisition. The Condition contained in paragraph 1(a) is not subject to this provision of the Takeover Code.

#### ***Certain Further Terms of the Increased Offer***

If Bidco is required by the Panel to make an offer for KAZ Minerals Shares under the provisions of Rule 9 of the Takeover Code, Bidco may make such alterations to any of the above Conditions as are necessary to comply with the provisions of that Rule.

Bidco reserves the right to elect to implement the Acquisition by way of a Court-approved scheme of arrangement in accordance with Part 26 of the Companies Act, subject to the Panel's consent and to the terms of the Cooperation Agreement. In such event, the Acquisition will be implemented on substantially the same terms, subject to appropriate amendments, as those which would apply to the Increased Offer.

The Acquisition will be governed by English law and be subject to the jurisdiction of the English courts and to the Conditions and further terms set out in this Offer Document and in the Form of Acceptance. The Increased Offer will be subject to the applicable requirements of the Takeover Code, the Panel, the London Stock Exchange, the Listing Rules, the FCA and the Registrar of Companies.

Each of the Conditions shall be regarded as a separate Condition and shall not be limited by reference to any other Condition.

The KAZ Minerals Shares will be acquired pursuant to the Increased Offer fully paid and free from all liens, charges, equities, encumbrances, rights of pre-emption and any other interests of any nature whatsoever and together with all rights attaching to them as at the date of the 2.7 Announcement or subsequently attaching or accruing to them, including without limitation voting rights and the right to receive and retain in full all dividends and other distributions (if any) declared, made or paid on or after the date on which the Increased Offer becomes or is declared unconditional in all respects.

If, on or after the date of the 2.7 Announcement, any dividend and/or other distribution and/or return of capital is declared, made or paid or becomes payable in respect of the KAZ Minerals Shares, Bidco reserves the right to reduce the consideration payable under the terms of the Acquisition for the KAZ Minerals Shares by an amount up to the amount of such dividend and/or other distribution and/or return of capital, in which case any reference in this document to the consideration payable under the terms of the Acquisition will be deemed to be a reference to the consideration as so reduced.

The Acquisition will be subject, *inter alia*, to the Conditions and certain further terms which are set out in this Appendix and in the Form of Acceptance and such further terms as may be required to comply with the Listing Rules and the provisions of the Takeover Code.

The availability of the Acquisition to persons not resident in the United Kingdom may be affected by the laws of the relevant jurisdiction. Any persons who are subject to the laws of any jurisdiction other than the United Kingdom should inform themselves about and observe any applicable requirements. Further



information in relation to overseas shareholders is set out in paragraph 7 of Part B, paragraph (b) of Part C and/or paragraph (b) of Part D of this Appendix.

The Acquisition is not being made, directly or indirectly, in, into or from, or by use of the mails of, or by any means of instrumentality (including, but not limited to, facsimile, e-mail or other electronic transmission, telex or telephone) of interstate or foreign commerce of, or of any facility of a national, state or other securities exchange of, any jurisdiction where to do so would violate the laws of that jurisdiction.

## **Part B: Further Terms of the Increased Offer**

The following further terms apply, unless the context requires otherwise, to the Increased Offer. Unless the context requires otherwise, any reference in this document and in the Form of Acceptance to:

- (i) “**acceptances of the Increased Offer**” includes deemed acceptances of the Increased Offer;
- (ii) the Increased Offer being, becoming or being declared “**unconditional**” means the Increased Offer being, becoming or being declared unconditional as to acceptances whether or not any other Condition of the Increased Offer remains to be fulfilled;
- (iii) the “**acceptance condition**” is to the Condition as to acceptances in paragraph (a) of Part A of this Appendix and references to the Increased Offer being unconditional as to acceptances shall be construed accordingly;
- (iv) an “**extension of the Increased Offer**” includes a reference to an extension of the date by which the acceptance condition has to be fulfilled;
- (v) “**First Closing Date**” means 9 March 2021;
- (vi) “**Day 39**” means 19 March 2021 (or such other later date as the Panel may agree);
- (vii) “**Day 46**” means 26 March 2021 (or such other later date as the Panel may agree); and
- (viii) “**Day 60**” means 9 April 2021 (or such other later date as may be determined by Bidco with the agreement of the Panel to be the last date for fulfilment of the acceptance condition in accordance with the Takeover Code).

### **1. Acceptance period**

- (a) The Increased Offer is initially open for acceptance until 1.00 p.m. on the First Closing Date. Bidco reserves the right (but will not be obliged, other than as may be required by the Takeover Code) at any time or from time to time to extend the Increased Offer after such time and, in such event, will make a public announcement of such extension in the manner described in paragraph 3(a) below and give oral or written notice of such extension to the Receiving Agent. If the Increased Offer has not become unconditional as to acceptances by the First Closing Date, Bidco currently intends to extend the Increased Offer until such time as the Increased Offer becomes unconditional as to acceptances. There can be no assurance, however, that Bidco will, in such circumstances, extend the Increased Offer and, if no such extension is made, the Increased Offer will lapse on the First Closing Date and no KAZ Minerals Shares will be purchased pursuant to the Increased Offer.
- (b) Although no revision is contemplated, if Bidco revises the Increased Offer, it will remain open for acceptance for a period of at least 14 calendar days (or such other period as may be permitted by the Panel) after the date on which Bidco publishes the revised offer document. Except with the consent of the Panel, Bidco may not revise the Increased Offer or publish any revised offer documentation after Day 46 or, if later, the date which is 14 calendar days before the last date on which the Increased Offer can become unconditional.
- (c) The Increased Offer, whether revised or not, shall not (except with the consent of the Panel or as otherwise permitted by the Takeover Code) be capable of becoming unconditional after midnight on Day 60 (or any other time and/or date beyond which Bidco has stated that the Increased Offer will not be extended and has not, where permitted, withdrawn that statement) nor of being kept open for acceptance after that time and/or date unless the Increased Offer has previously become unconditional. If the Increased Offer has not become unconditional at such time (taking account of any prescribed extension of the Increased Offer), the Increased Offer will lapse in the absence of a competing bid and/or unless the Panel agrees otherwise. If the Increased Offer lapses for any reason, the Increased Offer shall cease to be capable of further acceptance and Bidco and KAZ Minerals Shareholders shall cease to be bound by prior acceptances. Bidco reserves the right, subject to the

consent of the Panel, to extend the time for the Increased Offer to become unconditional to any later time(s) and/or date(s).

- (d) If the Increased Offer becomes or is declared unconditional in all respects, it will remain open for acceptance for not less than 14 calendar days from the date on which it would otherwise have expired (or, if later, for not less than one month following the Effective Date). If the Increased Offer becomes or is declared unconditional in all respects and it is stated by or on behalf of Bidco that the Increased Offer will remain open until further notice or if the Increased Offer will remain open for acceptances beyond the 70th calendar day following publication of this document, then not less than 14 calendar days' notice will be given by or on behalf of Bidco to KAZ Minerals Shareholders (and persons with information rights) who have not accepted the Increased Offer prior to closing the Increased Offer.
- (e) If a competitive situation arises (as determined by the Panel) after a "no increase" and/or "no extension" statement (as referred to in the Takeover Code) has been made by or on behalf of Bidco in relation to the Increased Offer, Bidco may, if it specifically reserves the right to do so at the time the statement is made (or otherwise with the consent of the Panel), choose not to be bound by or withdraw the statement and extend and/or revise the Increased Offer provided it complies with the requirements of the Takeover Code and, in particular, that:
  - (i) it announces the withdrawal and states that it is free to extend or revise the Increased Offer (as appropriate) as soon as possible and in any event within four Business Days after the date of the firm announcement of the competing offer or other competitive situation; and
  - (ii) it sends a notice to KAZ Minerals Shareholders (and persons with information rights) at the earliest practicable opportunity in writing to that effect or, in the case of KAZ Minerals Shareholders (and persons with information rights) with registered addresses in Restricted Jurisdictions or whom Bidco reasonably believes to be nominees, custodians or trustees holding KAZ Minerals Shares for such persons, by announcement in the United Kingdom; and
  - (iii) any KAZ Minerals Shareholders who accept the Increased Offer after the "no increase" and/or "no extension" statement is given a right of withdrawal as described in paragraph 4(b) below.
- (f) If KAZ Minerals publishes material new information of the kind referred to in Rule 31.9 of the Takeover Code after Day 39, Bidco may choose not to be bound by a "no increase" and/or "no extension" statement if it specifically reserved the right to do so at the time such statement was made (or otherwise with the consent of the Panel) and be free to extend or revise the Increased Offer if permitted to do so by the Panel, provided that:
  - (i) it announces the withdrawal and states that it is free to extend or revise the Increased Offer (as appropriate) as soon as possible and in any event within four Business Days after the date of publication of new material information by KAZ Minerals; and
  - (ii) it notifies KAZ Minerals Shareholders (and persons with information rights) at the earliest practicable opportunity in writing to that effect or, in the case of KAZ Minerals Shareholders (and persons with information rights) with registered addresses in Restricted Jurisdictions or whom Bidco reasonably believes to be nominees, custodians or trustees holding KAZ Minerals Shares for such persons, by announcement in the United Kingdom.
- (g) Bidco may, if it specifically reserves the right to do so at the time the statement is made (or otherwise with the consent of the Panel), choose not to be bound by the terms of a "no increase" and/or "no extension" statement and may publish an increased or improved offer if it is recommended for acceptance by the Independent Committee, or in any other circumstances permitted by the Panel.
- (h) If a competitive situation arises as determined by the Panel and is continuing on the Business Day preceding Day 60, Bidco will enable holders of KAZ Minerals Shares in uncertificated form, who have not already validly accepted the Increased Offer but who have previously accepted a competing offer, to accept the Increased Offer by special form of acceptance to take effect on Day 60 (or such

other date as agreed with the Panel). The special form of acceptance shall constitute a valid acceptance of the Increased Offer provided that:

- (i) it is received by the Receiving Agent on or before Day 60 (or such other date as agreed with the Panel);
- (ii) the relevant KAZ Minerals Shareholder shall have applied to withdraw their acceptance of the competing offer but that the KAZ Minerals Shares to which such withdrawal relates shall not have been released from escrow by the Escrow Agent to the competing offer before Day 60 (or such other date as agreed with the Panel); and
- (iii) the KAZ Minerals Shares to which the special form of acceptance relates are not transferred to escrow in accordance with the procedure for acceptance set out in the letter from Bidco contained in Part 2 of this document on or before Day 60, but an undertaking is given that they will be so transferred as soon as possible thereafter.

KAZ Minerals Shareholders wishing to use such special forms of acceptance should apply to the Receiving Agent on (0) 370 707 1100 between 8.30 a.m. and 5.30 p.m. on a Business Day preceding Day 60 in order that such forms can be despatched. Notwithstanding the right to use such a special form for acceptance, holders of KAZ Minerals Shares in uncertificated form may not use a Form of Acceptance (or any other purported acceptance form) for the purpose of accepting the Increased Offer in respect of such shares.

## **2. Acceptance condition**

- (a) Except with the consent of the Panel, for the purpose of determining at any particular time whether the acceptance condition is satisfied, Bidco may only take into account acceptances received or purchases of KAZ Minerals Shares made in respect of which all relevant documents and/or TTE instructions are received by the Receiving Agent:
  - (i) by 1.00 p.m. on Day 60 (or any other date beyond which Bidco has stated that it will not extend the Increased Offer and Bidco has not withdrawn that statement); or
  - (ii) if the Increased Offer is extended beyond Day 60 with the consent of the Panel, such later time(s) or date(s) as Bidco may (with the consent of the Panel) determine.

If the latest time at which the Increased Offer may become or be declared unconditional is extended beyond midnight on Day 60, acceptances received and purchases made in respect of which the relevant documents are received by the Receiving Agent after 1.00 p.m. on that date may only be taken into account with the agreement of the Panel (except where the Takeover Code permits otherwise).

- (b) Except as otherwise agreed by the Panel:
  - (i) an acceptance of the Increased Offer will only be counted towards fulfilling the acceptance condition if the requirements of Note 4 and, if applicable, Note 6 on Rule 10 of the Takeover Code are satisfied in respect of it;
  - (ii) a purchase of KAZ Minerals Shares by Bidco or its nominee(s) or (if Bidco is required by the Panel to make an offer for KAZ Minerals Shares under Rule 9 of the Takeover Code) by a person acting in concert with Bidco or its nominee(s), will only be counted towards fulfilling the acceptance condition if the requirements of Note 5 and, if applicable, Note 6 on Rule 10 of the Takeover Code are satisfied in respect of it;
  - (iii) KAZ Minerals Shares which have been borrowed by Bidco may not be counted towards fulfilling the acceptance condition; and
  - (iv) before the Increased Offer may become or be declared unconditional, the Receiving Agent shall issue a certificate to Bidco or VTB Capital (or their respective agents) which states the

number of KAZ Minerals Shares in respect of which acceptances have been received and not validly withdrawn, and the number of KAZ Minerals Shares otherwise acquired, whether before or during the Offer Period, which comply with the provisions of this paragraph 2. A copy of the certificate will be sent to the Panel as soon as possible after it is issued.

- (c) For the purpose of determining at any particular time whether the acceptance condition is satisfied Bidco is not bound (unless required by the Panel) to take into account any KAZ Minerals Shares which have been unconditionally allotted or issued or which arise as a result of the exercise of conversion rights before the determination takes place unless KAZ Minerals or its agent has given written notice to Bidco or the Receiving Agent at Computershare, Corporate Actions Projects, Bristol, BS99 6AH on behalf of Bidco containing relevant details of the allotment, issue or conversion. Notification by e-mail, fax or other electronic transmission does not constitute written notice for this purpose.

### 3. Announcements

- (a) Without prejudice to paragraph 4(b) below, by 8.00 a.m. on the next Business Day (the “**relevant day**”) following the day on which the Increased Offer is due to expire or becomes or is declared unconditional, or is revised or extended (or such later time(s) or date(s) as the Panel may agree), Bidco will make an appropriate announcement through a Regulatory Information Service. The announcement will state (unless otherwise permitted by the Panel):

- (i) the total number of KAZ Minerals Shares (I) for which acceptances of the Increased Offer have been received (specifying the extent, if any, to which such acceptances have been received from any person(s) acting or deemed to be acting in concert with Bidco for the purposes of the Increased Offer) and (II) which were the subject of an irrevocable commitment or letter of intent procured by Bidco or any person acting in concert with it;
- (ii) details of any KAZ Minerals relevant securities in which Bidco or any person acting in concert with it has an interest or in respect of which it has a right to subscribe, in each case specifying the nature of the interests or rights concerned and details of any short positions over KAZ Minerals relevant securities held by Bidco or any person acting in concert with it (whether conditional or absolute and whether in the money or otherwise) including any short position under a derivative, any agreement to sell or any delivery obligation or right to require another person to purchase or take delivery;
- (iii) details of any KAZ Minerals relevant securities in respect of which Bidco or any person acting in concert with it has an outstanding irrevocable commitment or letter of intent; and
- (iv) details of any KAZ Minerals relevant securities which Bidco or any person acting in concert with it has borrowed or lent, save for any borrowed shares which have been either on-lent or sold,

and will specify the percentages of each class of relevant securities represented by these figures and the total number of shares which Bidco may count towards the satisfaction of the acceptance condition.

- (b) Except as otherwise agreed by the Panel, in computing the number of KAZ Minerals Shares represented by acceptances and/or purchases for the announcement, an acceptance or purchase will only be counted towards fulfilling the acceptance condition if the requirements of Notes 4, 5 and 6 (as applicable) on Rule 10 of the Takeover Code are satisfied. Subject to this, Bidco may include or exclude, for announcement purposes, acceptances and purchases not in all respects in order or not accompanied by the relevant share certificate(s) and/or other document(s) of title and/or not accompanied by the relevant TTE instruction or which are subject to verification.
- (c) Any decision to extend the time and/or date by which the acceptance condition has to be fulfilled may be made at any time up to, and will be announced by 8.00 a.m. on the relevant day or such later time(s) and/or date(s) as the Panel may agree. The announcement will state the next expiry time and date

unless the Increased Offer is then unconditional, in which case a statement may instead be made that the Increased Offer will remain open until further notice.

- (d) In this Appendix, references to the making of an announcement or the giving of notice by or on behalf of Bidco include (without limitation), in each case by Bidco's public relations consultants or VTB Capital or other nominee of Bidco respectively, on behalf of Bidco, the release of an announcement to the press and/or the transmission by whatever means of an announcement to a Regulatory Information Service. An announcement made otherwise than through a Regulatory Information Service will be notified simultaneously through a Regulatory Information Service (unless otherwise agreed by the Panel).
- (e) A copy of any announcement made by Bidco in accordance with this paragraph 3 will be made available, subject to certain restrictions relating to persons resident in Restricted Jurisdictions, on Bidco's website at <http://www.novaresourcesbv.com/Announcements.html> promptly and in any event by no later than 12 noon on the Business Day following the announcement. The content of the website referred to in this document is not incorporated into and does not form part of this document.
- (f) Without limiting the manner in which Bidco may choose to make any public announcement and, subject to the obligations of Bidco under applicable law and paragraph 3(e), Bidco will have no obligation to publish, advertise or otherwise communicate any such public announcement other than by making a release to a Regulatory Information Service.

#### **4. Rights of withdrawal**

- (a) Except as provided by this paragraph 4, acceptances of the Increased Offer are irrevocable.
- (b) If Bidco announces the Increased Offer to be unconditional and then fails to comply by 3.30 p.m. on the relevant day (as defined in paragraph 3(a) above) (or such later time(s) and/or date(s) as the Panel may agree) with any of the other requirements specified in paragraph 3(a) above, an accepting KAZ Minerals Shareholder may (unless the Panel agrees otherwise) withdraw their acceptance of the Increased Offer, in the case of KAZ Minerals Shares in certificated form, by written notice or, in the case of KAZ Minerals Shares in uncertificated form, in accordance with paragraph (i) below. Subject to paragraph 1(c) above, this right of withdrawal may be terminated not less than eight calendar days after the relevant day by Bidco confirming, if such is the case, that the Increased Offer is still unconditional, and complying with the other requirements specified in paragraph 3(a) above. If that confirmation is given, the first period of 14 calendar days referred to in paragraph 1(d) above will start on the date of that confirmation.
- (c) If by 1.00 p.m. on 30 March 2021 (or such later time(s) and/or date(s) as the Panel may agree) the Increased Offer has not become unconditional, an accepting KAZ Minerals Shareholder may withdraw their acceptance of the Increased Offer, in the case of KAZ Minerals Shares in certificated form, by written notice or, in the case of KAZ Minerals Shares in uncertificated form, in accordance with paragraph 4(i) below at any time before the earlier of (i) the time that the Increased Offer becomes unconditional; and (ii) the final time for the lodging of acceptances of the Increased Offer which can be taken into account in accordance with paragraph 2(a) above.
- (d) If a "no increase" and/or "no extension" statement is withdrawn in accordance with paragraph 1(e) above, a KAZ Minerals Shareholder who accepts the Increased Offer after the date of the statement may withdraw such acceptance, in the case of KAZ Minerals Shares in certificated form, by written notice or, in the case of KAZ Minerals Shares in uncertificated form, in accordance with paragraph 4(i) of Part B during the period of eight calendar days after the date on which Bidco sends the notice of the withdrawal of that statement to KAZ Minerals Shareholders.
- (e) All questions as to the validity (including time of receipt) of any notice of withdrawal will be determined by Bidco whose determination (except as required by the Panel) will be final and binding. None of Bidco, KAZ Minerals, VTB Capital, the Receiving Agent or any other person will be under any duty to give notification of any defects or irregularities in any notice of withdrawal or incur any liability for failure to give such notification or for any determination under this paragraph 4.

- (f) If an accepting KAZ Minerals Shareholder withdraws their acceptance, all documents of title and other documents lodged with the Form of Acceptance will be returned by post (or by such other method as shall be approved by the Panel) as soon as practicable following the receipt of the withdrawal (and in any event within 14 calendar days) and the Escrow Agent will immediately (or within such period as the Panel may permit, not exceeding 14 calendar days) give TFE instructions to Euroclear for the transfer of securities held in escrow to the original balances of the KAZ Minerals Shareholders concerned.
- (g) KAZ Minerals Shares in respect of which acceptances have been properly withdrawn in accordance with this paragraph 4 may subsequently be re-assented to the Increased Offer by following one of the procedures described in paragraph 19 of Part 2 of this document at any time while the Increased Offer remains open for acceptance.
- (h) In this paragraph 4, “**written notice**” (including any letter of appointment, direction or authority) means notice in writing signed by the relevant accepting KAZ Minerals Shareholder (or their agent(s) duly appointed in writing and evidence of whose appointment satisfactory to Bidco is produced with the notice) given by post to the Receiving Agent at Computershare, Corporate Actions Projects, Bristol, BS99 6AH. Email, fax or other electronic transmission or copies will not be sufficient. A notice which is postmarked in, or otherwise appears to Bidco or its agents to have been sent from any Restricted Jurisdiction, may not be treated as valid.
- (i) In the case of KAZ Minerals Shares held in uncertificated form, if withdrawals are permitted pursuant to paragraph 4(b), (c) or (d) above, an accepting KAZ Minerals Shareholder may withdraw their acceptance through CREST by sending (or, if a CREST sponsored member, procuring that their CREST sponsor sends) an ESA instruction to settle in CREST in relation to each Electronic Acceptance to be withdrawn. Each ESA instruction must, in order for it to be valid and to settle, include the following details:
- the number of KAZ Minerals Shares to be withdrawn, together with their ISIN number which is GB00B0HZPV38;
  - the member account ID of the accepting shareholder, together with their participant ID;
  - the member account ID of the Escrow Agent (this is KAZNOV01) included in the relevant Electronic Acceptance, together with the Escrow Agent’s participant ID (this is 3RA13);
  - the transaction reference number of the Electronic Acceptance to be withdrawn;
  - the intended settlement date for the withdrawal;
  - the corporate action number for the Increased Offer (this is allocated by Euroclear and will be available on screen from Euroclear); and
  - input with standard delivery instruction priority of 80.

Any such withdrawal will be conditional upon the Receiving Agent verifying that the withdrawal request is validly made. Accordingly, the Receiving Agent will on behalf of Bidco reject or accept the withdrawal by transmitting in CREST a receiving agent reject (AEAD) or receiving agent accept (AEAN) message.

## 5. Revised offer

- (a) Although no revision is contemplated, if Bidco revises the Increased Offer (from its original or previously revised form(s) and either in its terms and conditions or in the value or nature of the consideration offered or otherwise), the benefit of the revised offer will, subject to paragraphs 5(d), 5(e) and 7 below, be made available to any KAZ Minerals Shareholder who has accepted the Increased Offer (in its original or any revised form(s)) and who has not validly withdrawn such acceptance (a “**previous acceptor**”). The acceptance of the Increased Offer by or on behalf of a previous acceptor will, subject to paragraphs 5(d), 5(e) and 7 below, be deemed an acceptance of the

revised offer and will constitute the separate appointment of each of Bidco, VTB Capital and the Receiving Agent, and any director of Bidco, or any person authorised by any of them as their agent and/or attorney with an irrevocable instruction and authorisation to such agent and/or attorney to:

- (i) accept the revised offer on behalf of such previous acceptor;
- (ii) if the revised offer includes alternative form(s) of consideration, make elections for and/or accept the alternative form(s) of consideration on their behalf in the proportions the attorney and/or agent in their absolute discretion thinks fit; and
- (iii) execute on their behalf and in their name all further documents (if any) and to do all things (if any) as may be required to give effect to such acceptances and/or elections.

In making any election and/or acceptance, the attorney and/or agent will take into account the nature of any previous acceptance(s) or election(s) made by or on behalf of the previous acceptor and other facts or matters they may reasonably consider relevant. The attorney and/or agent shall not be liable to any KAZ Minerals Shareholder or any other person in making such election and/or acceptance or in making any determination in respect thereof.

- (b) Although no revision is contemplated, if the Increased Offer is revised, a revised offer document will be published. On the day of publication, Bidco will publish the revised offer document on its website and will announce that the revised offer document has been so published.
- (c) Although no revision is contemplated, if the revised offer document is published, both Bidco and KAZ Minerals will make the revised offer document readily and promptly available to the trustees of KAZ Minerals pension schemes (if any) and to the representatives of the employees of Bidco and KAZ Minerals respectively or, where there are no such representatives, to the employees themselves. KAZ Minerals will make any circular published by the Independent Committee readily and promptly available to the trustees of its pension schemes (if any) and to its employee representatives or, where there are no such representatives, to the employees themselves.
- (d) The deemed acceptance and/or election referred to in paragraphs 5(a) above shall not apply, and the power of attorney and authorities conferred by paragraph 5(a) above shall not be exercised if, as a result, a KAZ Minerals Shareholder would (on such basis as VTB Capital may reasonably consider appropriate) receive and/or retain (as appropriate) less in aggregate in consideration under the revised offer or otherwise than they would have received and/or retained (as appropriate) in aggregate in consideration as a result of their acceptance of the Increased Offer in the form originally accepted by such KAZ Minerals Shareholder or on their behalf.
- (e) The deemed acceptance and/or election referred to in paragraph 5(a) above shall not apply, and the power of attorney and the authorities conferred by that paragraph shall not be exercised to the extent that a previous acceptor (i) lodges with the Receiving Agent within 14 calendar days of publication of the revised offer documentation, a form of acceptance (or any other form issued by or on behalf of Bidco) in which they validly elect to receive consideration under the revised offer in some other manner or (ii) sends (or, if a CREST sponsored member, procures that their CREST sponsor sends), in respect of KAZ Minerals Shares in uncertificated form, an ESA instruction to settle in CREST in relation to each Electronic Acceptance in respect of which an election is to be changed. Each ESA instruction must, in order for it to be valid and to settle, include the following details:
  - the number of KAZ Minerals Shares in respect of which the changed election is made, together with their ISIN number which is GB00B0HZPV38;
  - the member account ID of the previous acceptor, together with their participant ID;
  - the member account ID of the Escrow Agent (this is KAZNOV01) included in the relevant Electronic Acceptance, together with the Escrow Agent's participant ID (this is 3RA13);
  - the transaction reference number of the Electronic Acceptance in respect of which the election is to be changed;



- the intended settlement date for the changed election;
- the corporate action number for the Increased Offer (this is allocated by Euroclear and will be available on screen from Euroclear);
- input with standard delivery instruction priority of 80;

and, in order that the desired change of election can be effected, must include:

- the member account ID of the Escrow Agent relevant to the new election.

Any such change of election will be conditional upon the Receiving Agent verifying that the request is validly made. Accordingly, the Receiving Agent will on behalf of Bidco reject or accept the requested change of election by transmitting in CREST a receiving agent reject (AEAD) or receiving agent accept (AEAN) message.

- (f) The powers of attorney and authorities conferred by this paragraph 5 and any acceptance of a revised offer and/or any election in relation to it shall be irrevocable unless and until the previous acceptor withdraws their acceptance having become entitled to do so under paragraph 4 above.
- (g) Bidco and the Receiving Agent reserve the right to treat an executed Form of Acceptance or TTE instruction relating to the Increased Offer (in its original or any previously revised form(s)) which is received (or dated) after the announcement or issue of any revised offer as a valid acceptance of the revised offer (and where applicable a valid election for the alternative forms of consideration). That acceptance will constitute a power of attorney and an authority in the terms of paragraph 5(a) above, *mutatis mutandis*, on behalf of the relevant KAZ Minerals Shareholder.

## **6. General**

- (a) Except with the consent of the Panel, the Increased Offer will lapse unless all the conditions relating to the Increased Offer have been satisfied or (if capable of waiver) waived or, where appropriate, have been determined by Bidco in its reasonable opinion to be and remain satisfied by midnight on the later of 30 March 2021 and the date which is 21 calendar days after the date on which the Increased Offer becomes or is declared unconditional, or such later time(s) and/or date(s) as Bidco, with the consent of the Panel, may decide. If the Increased Offer lapses for any reason:
- (i) it will not be capable of further acceptance;
  - (ii) accepting KAZ Minerals Shareholders and Bidco will cease to be bound by (a) in the case of KAZ Minerals Shares held in certificated form, Forms of Acceptance submitted; and (b) in the case of KAZ Minerals Shares held in uncertificated form, Electronic Acceptances inputted and settled, in each case before the time the Increased Offer lapses;
  - (iii) neither Bidco nor any person acting, or deemed to be acting, in concert with Bidco for the purposes of the Increased Offer may, pursuant to the Takeover Code, make an offer (whether inside or outside the United Kingdom) for KAZ Minerals Shares for a period of one year following the date of such lapse, except with the consent of the Panel;
  - (iv) in respect of KAZ Minerals Shares held in certificated form, Forms of Acceptance, share certificates and other documents of title will be returned by post within 14 calendar days of the Increased Offer lapsing, at the risk of the KAZ Minerals Shareholder in question, to the person or agent whose name and address is set out in the relevant box on the Form of Acceptance or, if none is set out, to the first-named holder at their registered address. No such documents will be sent to an address in any Restricted Jurisdiction; and
  - (v) in respect of KAZ Minerals Shares held in uncertificated form, the Receiving Agent will immediately after the Increased Offer lapses (or within such longer period as the Panel may permit, not exceeding 14 calendar days of the Increased Offer lapsing) give TFE instructions to Euroclear to transfer all KAZ Minerals Shares held in escrow balances and in relation to

which it is the Escrow Agent for the purposes of the Increased Offer to the original available balances of the relevant KAZ Minerals Shareholders.

- (b) Except with the consent of the Panel:
  - (i) in accordance with Rule 24.12 of the Takeover Code, settlement of the consideration to which each KAZ Minerals Shareholder is entitled under the Increased Offer will be, and will remain, implemented in full in accordance with the terms of the Increased Offer without regard to any lien, right of set-off, counterclaim or other analogous right to which Bidco may otherwise be, or claim to be, entitled against any such KAZ Minerals Shareholder; and
  - (ii) settlement of the consideration to which any KAZ Minerals Shareholder is entitled will be effected in the manner prescribed in paragraph 20 of the letter from Bidco contained in Part 2 of this document not later than 14 calendar days after the date on which the Increased Offer becomes or is declared unconditional in all respects or within 14 calendar days of the date of receipt of a valid and complete acceptance, whichever is the later.

Subject to paragraph 7 below, Bidco reserves the right not to send any consideration to an address in any Restricted Jurisdiction or any person to whom such payment would be unlawful for Bidco.

- (c) The terms, provisions, instructions and authorities contained in or deemed to be incorporated in the Form of Acceptance constitute part of the terms of the Increased Offer. Words and expressions defined in this document have the same meaning when used in the Form of Acceptance unless the context requires otherwise. The provisions of this Appendix shall be deemed to be incorporated and form part of the Form of Acceptance.
- (d) If the expiry date of the Increased Offer is extended, a reference in this document and in the Form of Acceptance to the expiry date of the Increased Offer, the First Closing Date or 9 March 2021 will (except in the definition of Offer Period and in paragraph 1(a) above and where the context requires otherwise) be deemed to refer to the expiry date of the Increased Offer as so extended.
- (e) The Increased Offer is made in respect of all KAZ Minerals Shares (other than the KAZ Minerals Shares already owned or controlled by either member of the Consortium) issued and unconditionally allotted or issued prior to the date on which the Increased Offer closes (or such earlier date as Bidco may, subject to the rules of the Takeover Code or with the consent of the Panel, determine). Any omission or failure to send this document, the Form of Acceptance or any other document relating to the Acquisition and/or notice required to be sent under the terms of the Acquisition to, or any failure to receive the same by, any person to whom the Increased Offer is, or should be, made shall not invalidate the Increased Offer in any way or create any implication that the Increased Offer has not been made to any such person. Subject to the provisions of paragraph 7 below, the Increased Offer is made to any KAZ Minerals Shareholder to whom this document and the Form of Acceptance or any related document may not be sent or by whom such documents may not be received, and these persons may collect these documents from the Receiving Agent at the address set out in paragraph 4(h) above.
- (f) Subject to the Takeover Code, and notwithstanding any other provision of this Part B, Bidco, the Receiving Agent and VTB Capital reserve the right to treat as valid in whole or in part any acceptance of the Increased Offer if received by the Receiving Agent or otherwise on behalf of Bidco which is not entirely in order or in correct form or which is not accompanied by (as applicable) the relevant share certificate(s) and/or other relevant document(s) or the relevant TTE instruction or is received by it at any place or places or in any form or manner determined by either the Receiving Agent or Bidco otherwise than as set out in this document or (in respect of KAZ Minerals Shares held in certificated form) in the Form of Acceptance. In that event, no payment of cash under the Increased Offer will be made until after the acceptance is entirely in order and (as applicable) the relevant transfer to escrow has settled or the relevant share certificate(s) and/or other document(s) of title or satisfactory indemnities have been received by the Receiving Agent.
- (g) If all Conditions are satisfied, fulfilled or, to the extent permitted, waived and sufficient acceptances are received and/or sufficient KAZ Minerals Shares are otherwise acquired, Bidco intends to apply the provisions of Chapter 3 of Part 28 of the Companies Act to acquire compulsorily any outstanding

KAZ Minerals Shares. Bidco intends, after the Increased Offer is declared wholly unconditional and if Bidco has by virtue of its shareholdings and acceptances of the Increased Offer acquired, or agreed to acquire, issued share capital carrying 75 per cent. or more of the voting rights of KAZ Minerals, to procure the making of an application by KAZ Minerals to the appropriate authorities for the cancellation of the listing and the admission to trading of KAZ Minerals Shares, both not less than 20 Business Days after the Increased Offer becomes unconditional in all respects.

- (h) All powers of attorney, appointments of agents and authorities on the terms conferred by or referred to in this Appendix or, where relevant, in the Form of Acceptance are given by way of security for the performance of the obligations of the KAZ Minerals Shareholder concerned and are irrevocable (in respect of powers of attorney granted in accordance with section 4 of the Powers of Attorney Act 1971) except in the circumstances where the donor of the power of attorney, appointment or authority validly withdraws their acceptance in accordance with paragraph 4 above.
- (i) No acknowledgement of receipt of any Form of Acceptance, transfer by means of CREST, communication, notice, share certificate(s) or document(s) of title will be given by or on behalf of Bidco. All communications, notices, certificates, documents of title and remittances to be delivered by or sent to or from KAZ Minerals Shareholders (or their designated agents) will be delivered by or sent to or from them (or their designated agent(s)) at their own risk.
- (j) Subject to paragraph 7 below the Increased Offer is made at 1.00 p.m. on 8 February 2021 and is capable of acceptance from and after that time. Forms of Acceptance, copies of this document, and any related documents may be collected from the Receiving Agent at the address specified in paragraph 4(h) above.
- (k) The Increased Offer, all acceptances of the Increased Offer and all elections in respect of it are governed by and will be construed in accordance with English law.
- (l) Execution of a Form of Acceptance or the making of an Electronic Acceptance by or on behalf of a KAZ Minerals Shareholder will constitute their agreement that the Courts of England and Wales are (subject to paragraph 6(m) below) to have exclusive jurisdiction to settle any dispute which may arise in connection with the creation, validity, effect, interpretation or performance of, or the legal relationships established by the Increased Offer and the Form of Acceptance or the Electronic Acceptance or otherwise arising in connection with the Increased Offer and the Form of Acceptance or the Electronic Acceptance, and for such purposes that they irrevocably submit to the jurisdiction of the English Courts.
- (m) Execution of a Form of Acceptance or the making of an Electronic Acceptance by or on behalf of a KAZ Minerals Shareholder will constitute their agreement that the agreement in paragraph 6(l) above is included for the benefit of Bidco, VTB Capital and the Receiving Agent and accordingly, notwithstanding the exclusive agreement in paragraph 6(l) above, Bidco, VTB Capital and the Receiving Agent shall each retain the right to, and may in its absolute discretion, bring proceedings in the courts of any other country which may have jurisdiction and that the accepting KAZ Minerals Shareholder irrevocably submits to the courts of any such country.
- (n) All references in this Appendix to any statute or statutory provision shall include a statute or statutory provision which amends, consolidates or replaces the same (whether before or after the date hereof).
- (o) In relation to any Electronic Acceptance, Bidco reserves the right to make such alterations, additions or modifications to the terms of the Increased Offer as may be necessary or desirable to give effect to any purported acceptance of the Increased Offer, whether in order to comply with the facilities or requirements of CREST, or otherwise, provided such alterations, additions or modifications are consistent with the requirements of the Takeover Code or are otherwise made with the consent of the Panel.
- (p) For the purposes of this document, the time of receipt of a TTE instruction, an ESA instruction or an Electronic Acceptance shall be the time at which the relevant instruction settles in CREST.

- (q) Any references in this Appendix to the return or despatch of documents by post shall extend to the return or despatch by such other method as the Panel may approve.

## 7. Overseas shareholders

- (a) The making of the Increased Offer in, or to KAZ Minerals Shareholders (or nominees of, or custodians or trustees for KAZ Minerals Shareholders) not resident in, or nationals or citizens of, the United Kingdom (“**overseas shareholders**”) may be prohibited or affected by the laws of the relevant jurisdiction. Such overseas shareholders should inform themselves about and observe any applicable legal requirements of such jurisdictions. It is the responsibility of any overseas shareholder wishing to accept the Increased Offer to satisfy him or herself as to the full observance of the laws and regulatory requirements of the relevant jurisdiction in connection with the Increased Offer, including obtaining any governmental, exchange control or other consents which may be required or the compliance with other necessary formalities needing to be observed and the payment of any issue, transfer or other taxes or duties or other requisite payments due in that jurisdiction. Any such overseas shareholder shall be responsible for any such issue, transfer or other taxes or duties or other payments by whomsoever payable and Bidco and VTB Capital (and any person acting on behalf of any of them) shall be fully indemnified and held harmless by such overseas shareholders for any such issue, transfer or other taxes or duties or other payments which Bidco or VTB Capital (and any person acting on behalf of them) may be required to pay.
- (b) Unless otherwise determined by Bidco or required by the Takeover Code, and permitted by applicable law and regulation, the Increased Offer is not being communicated, directly or indirectly, in or into or by use of the mails of, or by any means or instrumentality (including, but not limited to, by mail, telephonically or electronically by way of internet or otherwise) of interstate or foreign commerce of, or by any facilities of a national, state or other securities exchange of any Restricted Jurisdiction and the Increased Offer is not capable of acceptance by any such use, means, instrumentality or otherwise from within any Restricted Jurisdiction.
- (c) Copies of this document, the Form of Acceptance and any related documents are not being (unless determined otherwise by Bidco in its sole discretion or required by the Takeover Code, and permitted by applicable law and regulation), and must not be, mailed or otherwise distributed or sent in, into or from any Restricted Jurisdiction including to KAZ Minerals Shareholders or persons with information rights or participants in KAZ Minerals Share Plans with registered addresses in any Restricted Jurisdiction or to persons whom Bidco or VTB Capital knows to be custodians, trustees or nominees holding KAZ Minerals Shares for persons with registered addresses in any Restricted Jurisdiction. Persons receiving those documents (including, without limitation, custodians, nominees and trustees) must not, directly or indirectly, distribute, mail or send them in, into or from any Restricted Jurisdiction or use such mails or any such means, instrumentality or facility for any purpose directly or indirectly in connection with the Increased Offer, and so doing may render any purported acceptance of the Increased Offer invalid.
- (d) Persons wishing to accept the Increased Offer must not use the mails of any Restricted Jurisdiction or any such means, instrumentality or facility for any purpose directly or indirectly relating to acceptance of the Increased Offer. All KAZ Minerals Shareholders (including nominees, trustees or custodians) who may have a contractual or legal obligation, or may otherwise intend, to forward this document and/or Form of Acceptance, should read the further details in this regard which are contained in this paragraph 7 and in Part C and Part D of this Appendix before taking any action. Envelopes containing Forms of Acceptance, evidence of title or other documents relating to the Increased Offer should not be postmarked in any Restricted Jurisdiction or otherwise despatched from such jurisdictions and all acceptors must provide addresses outside any Restricted Jurisdiction for the receipt of the consideration to which they are entitled under the Increased Offer or for the return of the Form of Acceptance or documents of title.
- (e) Subject to the provisions of this paragraph 7 and applicable laws, a KAZ Minerals Shareholder may be deemed NOT to have accepted the Increased Offer if:

- (i) they put “No” in Box 4 of the Form of Acceptance and thereby do not make the representations and warranties set out in paragraph (b) of Part C of this Appendix;
- (ii) they complete Box 5 of the Form of Acceptance with an address in any Restricted Jurisdiction or have a registered address in a Restricted Jurisdiction and in any such case do not insert in Box 5 of the Form of Acceptance the name and address of a person or agent outside any Restricted Jurisdiction to whom they wish the consideration to which they are entitled under the Increased Offer to be sent;
- (iii) they insert in Box 5 of the Form of Acceptance the name and address of a person or agent in any Restricted Jurisdiction to whom they wish the consideration to which they are entitled under the Increased Offer to be sent;
- (iv) in any case, the Form of Acceptance received from them is in an envelope postmarked in, or which otherwise appears to Bidco or its agents to have been sent from, any Restricted Jurisdiction; or
- (v) they make a Restricted Escrow Transfer pursuant to paragraph 7(f) below unless they also make a related Restricted ESA instruction which is accepted by the Receiving Agent.

Bidco reserves the right, in its sole discretion, to investigate, in relation to any acceptance, whether the representations and warranties set out in paragraph (b) of Part C or (as the case may be) Part D of this Appendix could have been truthfully given by the relevant KAZ Minerals Shareholder and, if such investigation is made and as a result Bidco determines (for any reason) that such representations and warranties could not have been so given, such acceptance may be rejected as invalid.

- (f) If a holder of KAZ Minerals Shares in uncertificated form is unable to give the warranty set out in paragraph (b) of Part D of this Appendix, but nevertheless can provide evidence satisfactory to Bidco that they are able to accept the Increased Offer in compliance with all relevant legal and regulatory requirements, they may purport to accept the Increased Offer by sending (or if a CREST sponsored member, procuring that their CREST sponsor sends) both (1) a TTE instruction to a designated escrow balance detailed below (a “**Restricted Escrow Transfer**”) and (2) one or more valid ESA instructions (a “**Restricted ESA instruction**”). Such purported acceptance will not be treated as a valid acceptance unless both the Restricted Escrow Transfer and the Restricted ESA instruction(s) settle in CREST and Bidco decides, in its absolute discretion, to exercise its right described in paragraph 7(j) below to waive, vary or modify the terms of the Increased Offer relating to overseas shareholders, to the extent required to permit such acceptance to be made, in each case during the acceptance period set out in paragraph 1 above. If Bidco accordingly decides to permit such acceptance to be made, the Receiving Agent will on behalf of Bidco accept the purported acceptance as an Electronic Acceptance on the terms of this document (as so waived, varied or modified) by transmitting in CREST a receiving agent accept (AEAN) message. Otherwise, the Receiving Agent will on behalf of Bidco reject the purported acceptance by transmitting in CREST a receiving agent reject (AEAD) message. Each Restricted Escrow Transfer must, in order for it to be valid and to settle, include the following details:

- the ISIN number for the KAZ Minerals Shares, which is GB00B0HZPV38;
- the number of KAZ Minerals Shares in respect of which the Increased Offer is to be accepted;
- the member account ID and participant ID of the KAZ Minerals Shareholder;
- the participant ID of the Escrow Agent (this is 3RA13) and its member account ID specific to a Restricted Escrow Transfer (this is KAZNOV01); and
- the intended settlement date.

Each Restricted ESA instruction must, in order for it to be valid and to settle, include the following details:

- the ISIN number for the KAZ Minerals Shares, which is GB00B0HZPV38;

- the number of KAZ Minerals Shares relevant to that Restricted ESA instruction;
  - the member account ID and participant ID of the accepting KAZ Minerals Shareholder;
  - the member account ID and participant ID of the Escrow Agent set out in the Restricted Escrow Transfer;
  - the participant ID and the member account ID of the Escrow Agent relevant to the form of consideration required (details of which are set out in the letter from Bidco contained in Part 2 of this document);
  - the transaction reference number of the Restricted Escrow Transfer to which the Restricted ESA instruction relates; and
  - the intended settlement date; and
  - the corporate action number for the Increased Offer.
- (g) If any person, despite the restrictions described above and whether pursuant to a contractual or legal obligation or otherwise, forwards this document, the Form of Acceptance or any related document in, into or from any Restricted Jurisdiction or uses the mails or any means or instrumentality (including, but not limited to, mail, internet, telephone or otherwise) of interstate or foreign commerce of, or any facilities of a national, state or other securities exchange of, any Restricted Jurisdiction in connection with that forwarding, that person should:
- (i) inform the recipient of such fact;
  - (ii) explain to the recipient that such action may invalidate any purported acceptance by the recipient; and
  - (iii) draw the attention of the recipient to this paragraph 7.
- (h) Bidco and VTB Capital each reserve the right to notify any matter, including the making of the Increased Offer, to all or any KAZ Minerals Shareholders:
- (i) with a registered address outside the United Kingdom; or
  - (ii) whom Bidco or VTB Capital knows to be a custodian, trustee or nominee holding KAZ Minerals Shares for persons who are citizens, residents or nationals of jurisdictions outside the United Kingdom,

by announcement in the United Kingdom through a Regulatory Information Service or in any other appropriate manner or by notice in the London Gazette or paid advertisement in one or more newspapers published and circulated in the United Kingdom. Such notice shall be deemed to have been sufficiently given, despite any failure by any such KAZ Minerals Shareholder to receive or see that notice. A reference in this document to a notice or the provision of information in writing by or on behalf of Bidco is to be construed accordingly. No such document will be sent to an address in any Restricted Jurisdiction.

- (i) If any written notice from a KAZ Minerals Shareholder withdrawing their acceptance in accordance with paragraph 4 above is received in an envelope postmarked in, or which otherwise appears to Bidco or its agents to have been sent from, any Restricted Jurisdiction, Bidco reserves the right, in its absolute discretion, to treat that notice as invalid.
- (j) The provisions of this paragraph 7 and/or any other terms of the Increased Offer relating to overseas shareholders may be waived, varied or modified as regards to specific KAZ Minerals Shareholders or on a general basis by Bidco in its sole discretion. Subject to this discretion, the provisions of this paragraph 7 supersede any terms of the Increased Offer inconsistent with them. References in this paragraph 7 to a KAZ Minerals Shareholder shall include the person or persons making an Electronic Acceptance and the person or persons executing a Form of Acceptance and, in the event of more than

one person executing the Form of Acceptance, the provisions of this paragraph 7 apply to them jointly and severally.

- (k) Notwithstanding the above, Bidco may in its sole and absolute discretion make the Increased Offer to a resident of a Restricted Jurisdiction if Bidco is satisfied, in that particular case, that to do so would not constitute a breach of any securities or other relevant legislation of a Restricted Jurisdiction.

**Overseas shareholders should inform themselves about and observe any applicable legal or regulatory requirements. If you are in any doubt about your position, you should consult your appropriate adviser in the relevant jurisdiction.**

**US holders of KAZ Minerals Shares should read the notice set forth under “Important Notice to US holders of KAZ Minerals Shares”.**

### **Part C: Form of Acceptance for Shares in Certificated Form**

For the purposes of Part C of this Appendix and the Form of Acceptance, the phrase “**KAZ Minerals Shares in certificated form comprised or deemed to be comprised in the acceptance**” shall mean the number of KAZ Minerals Shares inserted in Box 2 of the Form of Acceptance or, if no number is inserted (or a number greater than the relevant KAZ Minerals Shareholder’s holding of KAZ Minerals Shares is inserted), or the Form of Acceptance is otherwise completed incorrectly but signed, the greater of:

- (i) the relevant KAZ Minerals Shareholder’s entire holding of KAZ Minerals Shares in certificated form as disclosed by details of the register of members made available to the Receiving Agent prior to the time the relevant Form of Acceptance is processed by them;
- (ii) the relevant KAZ Minerals Shareholder’s entire holding of KAZ Minerals Shares in certificated form as disclosed by details of the register of members made available to the Receiving Agent prior to the latest time for receipt of Form(s) of Acceptance which can be taken into account in determining whether the Increased Offer is unconditional; and
- (iii) the number of KAZ Minerals Shares in certificated form in respect of which certificates or an indemnity in lieu thereof is received.

Without prejudice to the terms of the Form of Acceptance and the provisions of Part A and Part B of this Appendix, each KAZ Minerals Shareholder by whom, or on whose behalf, a Form of Acceptance is executed and lodged with the Receiving Agent (subject to the rights of withdrawal set out in this document), irrevocably undertakes, represents, warrants and agrees to and with Bidco, VTB Capital and the Receiving Agent (so as to bind them, their personal or legal representatives, heirs, successors and assigns) to the following effect that:

- (a) the execution of the Form of Acceptance whether or not any Boxes are completed and whether or not the Form of Acceptance is validly executed as a deed shall constitute:
  - (i) an acceptance of the Increased Offer in respect of the number of KAZ Minerals Shares in certificated form inserted or deemed to be inserted in Box 2 of the Form of Acceptance; and
  - (ii) an undertaking to execute any further documents, take any further action and give any further assurances which may be required to enable Bidco to obtain the full benefit of Part C of this Appendix and/or to perfect any of the authorities expressed to be given hereunder and otherwise in connection with their acceptance of the Increased Offer;

in each case on and subject to the terms and conditions set out or referred to in this document and the Form of Acceptance and that, subject only to the rights of withdrawal set out in paragraph 4 of Part B of this Appendix, each such acceptance and undertaking shall be irrevocable. If no Boxes are completed, or the total number of KAZ Minerals Shares inserted in Box 2 is greater than the number of KAZ Minerals Shares in certificated form registered in the KAZ Minerals Shareholder’s name as disclosed in the register of members made available to the Receiving Agent at the relevant time, or the acceptance is otherwise completed incorrectly, but the Form of Acceptance is signed, it will be deemed to be an acceptance of the Increased Offer in respect of the total number of KAZ Minerals Shares in certificated form registered in the KAZ Minerals Shareholder’s name;

- (b) unless “No” is inserted in Box 4 of the Form of Acceptance, such KAZ Minerals Shareholder:
  - (i) has not received or sent copies or originals of this document, the Form of Acceptance or any related documents in, into or from any Restricted Jurisdiction;
  - (ii) has not, in connection with the Increased Offer or the execution or delivery of the Form of Acceptance, used, directly or indirectly, the mails of, or any means or instrumentality (including, but not limited to, e-mail, internet, telephone or otherwise) of interstate or foreign commerce of, or of any facilities of a national, state or other securities exchange of, any Restricted Jurisdiction;



- (iii) is accepting the Increased Offer from outside any Restricted Jurisdiction and was outside such jurisdictions when the Form of Acceptance was delivered;
  - (iv) is not an agent or fiduciary acting on a non-discretionary basis for a principal, unless such agent or fiduciary is an authorised employee of such principal or such principal has given any instructions with respect to the Increased Offer from outside any Restricted Jurisdiction; and
  - (v) if such KAZ Minerals Shareholder is a citizen, resident or national of a jurisdiction outside the United Kingdom, they have observed the laws and regulatory requirements of the relevant jurisdiction in connection with the Increased Offer, obtained all requisite governmental, exchange control or other consents, complied with all other necessary formalities and paid any issue, transfer or other taxes or duties or other requisite payments due in any such jurisdiction in connection with such acceptance and that they have not taken or omitted to take any action that will or may result in Bidco, VTB Capital or any other person acting on behalf of any of them in breach of the legal or regulatory requirements of, or be liable for any issue, transfer or other taxes or duties or other payments in, any such jurisdiction in connection with the Increased Offer or their acceptance of the Increased Offer.
- (c) that, in relation to KAZ Minerals Shares in certificated form, the execution of the Form of Acceptance and its delivery constitutes (subject to the Increased Offer becoming or being declared unconditional in all respects and to KAZ Minerals Shareholder not having validly withdrawn their acceptance) the irrevocable appointment of each of Bidco, VTB Capital and the Receiving Agent and any director or agent of, or any person authorised by any of them as their agent and/or attorney with an irrevocable instruction and authorisation to such agent and/or attorney to:
- (i) complete and execute all or any form(s) of transfer, renunciation and/or other document(s) at the discretion of such agent and/or attorney in relation to the KAZ Minerals Shares comprised or deemed to be comprised in the acceptance in favour of Bidco or such other persons as Bidco or its agents may direct;
  - (ii) deliver any form(s) of transfer, renunciation and/or other document(s) at the discretion of such agent and/or attorney together with any share certificate or other document(s) of title for registration relating to such KAZ Minerals Shares; and
  - (iii) do all such acts and things as may, in the opinion of such agent and/or attorney, be necessary or expedient for the purposes of, or in connection with the acceptance of the Increased Offer and to vest in Bidco (or its nominees) the full legal title and beneficial ownership of KAZ Minerals Shares in certificated form comprised or deemed to be comprised in the acceptance;
- (d) that, in relation to KAZ Minerals Shares in certificated form, the execution of the Form of Acceptance and its delivery constitutes (subject to the Increased Offer becoming or being declared unconditional in all respects in accordance with its terms and to KAZ Minerals Shareholder not having validly withdrawn their acceptance) an irrevocable instruction and authorisation:
- (i) to KAZ Minerals or its agents to procure the registration of the transfer of the KAZ Minerals Shares in certificated form comprised in the acceptance and the delivery of the share certificate(s) and other document(s) of title in respect of the KAZ Minerals Shares to Bidco or as it may direct; and
  - (ii) subject to the provisions of paragraph 7 of Part B of this Appendix, to Bidco, VTB Capital, the Receiving Agent or their respective agents to procure payment of any cash consideration to which such KAZ Minerals Shareholder is entitled under the Increased Offer by the issue and despatch by post of a cheque (or such other method as may be approved by the Panel) at such shareholder's risk to the person or agent whose name and address is set out in Box 5 of the Form of Acceptance (outside a Restricted Jurisdiction) or, if none is set out, to the first-named holder at their registered address (outside a Restricted Jurisdiction);

- (e) the execution of the Form of Acceptance constitutes the giving of authority to each of Bidco, VTB Capital and the Receiving Agent and any director or agent of, or any person authorised by, any of them as their agent and/or attorney within the terms set out in Part B and this Part C of this Appendix;
- (f) unless the Panel otherwise consents, subject to the Increased Offer becoming or being declared unconditional in all respects (or if the Increased Offer would become unconditional in all respects or lapse on the outcome of the resolution in question), in respect of KAZ Minerals Shares in relation to which the Increased Offer has been accepted or deemed to be accepted (which acceptance has not been validly withdrawn) and pending registration in the name of Bidco or as it may direct:
  - (i) Bidco or its agents shall be authorised to direct the exercise of any votes and any or all other rights and privileges (including the right to requisition the convening of a general or separate class meeting of KAZ Minerals) attaching to the KAZ Minerals Shares in certificated form comprised or deemed to be comprised in such acceptance;
  - (ii) the execution of a Form of Acceptance by a KAZ Minerals Shareholder shall constitute with regard to such KAZ Minerals Shares in certificated form comprised or deemed to be comprised in the acceptance:
    - (A) an authority to KAZ Minerals or its agents to send any notice, circular, warrant or other document or communication which may be required to be sent to them as a KAZ Minerals Shareholder to Bidco, care of the Receiving Agent;
    - (B) an irrevocable authority to each of Bidco, VTB Capital and the Receiving Agent and any director or agent of, or any person authorised by, any of them as their agent and/or attorney to sign any document and do such things as may, in the opinion of that agent and/or attorney, seem necessary or desirable in connection with the exercise of any votes or other rights or privileges attaching to the KAZ Minerals Shares held by them in certificated form (including, without limitation, signing any consent to short notice of a general or separate class meeting as their agent and/or attorney and on their behalf and executing a form of proxy appointing any person nominated by Bidco to attend general and separate class meetings of KAZ Minerals and attending any such meeting and exercising the votes attaching to the KAZ Minerals Shares comprised or deemed to be comprised in such acceptance on their behalf, where relevant such votes to be cast so far as possible to satisfy any outstanding Condition of the Increased Offer); and
    - (C) the agreement of such KAZ Minerals Shareholder not to exercise any such rights without the consent of Bidco and the irrevocable undertaking not to appoint a proxy for, or to attend, such general or separate class meeting of KAZ Minerals;
- (g) they will deliver to the Receiving Agent, or procure the delivery to the Receiving Agent of, their certificate(s) or other document(s) of title in respect of those KAZ Minerals Shares in certificated form comprised or deemed to be comprised in the acceptance and not validly withdrawn by them or an indemnity acceptable to Bidco, as soon as possible, and in any event within six months of the Increased Offer becoming or being declared unconditional in all respects;
- (h) they will ratify each and every act or thing which may be done or effected by Bidco, VTB Capital or the Receiving Agent or any of their respective directors or agents or persons authorised by them, as the case may be, in the exercise of any of the powers and/or authorities under this Part C;
- (i) if any provision of Part B or this Part C of this Appendix shall be unenforceable or invalid or shall not operate so as to afford Bidco, VTB Capital or the Receiving Agent or any of their respective directors, agents or persons authorised by them, the benefit of the authority expressed to be given therein, they will, with all practicable speed, do all such acts and things and execute all such documents that may be required or desirable to enable Bidco, VTB Capital and/or the Receiving Agent and any of their respective directors, agents or persons authorised by them to secure the full benefit of Part B or this Part C of this Appendix;

- (j) they are irrevocably and unconditionally entitled to sell and transfer the beneficial ownership of the KAZ Minerals Shares comprised or deemed to be comprised in such acceptance and that such shares are sold fully paid with full title guarantee and free from all liens, charges, equities, encumbrances, rights of pre-emption and other third party rights and interests of any nature whatsoever and together with all rights attaching to them as at the date of the 2.7 Announcement or subsequently attaching or accruing to them including, without limitation, voting rights and the right to receive and retain in full all dividends and other distributions (if any) declared, paid or made on or after the date on which the Increased Offer becomes or is declared unconditional in all respects;
- (k) the terms and conditions of the Increased Offer shall be deemed to be incorporated in, and form part of, the Form of Acceptance which shall be read and construed accordingly;
- (l) the Form of Acceptance shall be deemed to be delivered on the date of its execution and shall take effect as a deed on such date;
- (m) the *ejusdem generis* principle of construction shall not apply to the terms and conditions of the Increased Offer and/or the Form of Acceptance. Accordingly general words shall not be given a restrictive meaning by reason of their being preceded or followed by words indicating a particular class of acts, matters or things or by examples falling within the general words;
- (n) the execution of the Form of Acceptance constitutes such KAZ Minerals Shareholder's submission to the exclusive jurisdiction of the courts of England and Wales in relation to all matters arising in connection with the Increased Offer and the Form of Acceptance; and
- (o) they are not a client (as defined in the FCA Handbook) of VTB Capital in connection with the Increased Offer.

A reference in this Part C to a "**KAZ Minerals Shareholder**" includes a reference to the person or persons executing the Form of Acceptance and in the event of more than one person executing a Form of Acceptance the provisions of this Part C will apply to them jointly and to each of them.

#### **Part D: Electronic Acceptance**

For the purpose of this Part D, the phrase “**KAZ Minerals Shares in uncertificated form comprised or deemed to be comprised in the acceptance**” shall mean the number of KAZ Minerals Shares which are transferred by the relevant KAZ Minerals Shareholder by Electronic Acceptance to an escrow account by means of a TTE instruction.

Without prejudice to the provisions of Part A and Part B of this Appendix, each KAZ Minerals Shareholder by whom, or on whose behalf, an Electronic Acceptance is made (subject to the rights of withdrawal set out in this document), irrevocably undertakes, represents, warrants and agrees to and with Bidco, VTB Capital and the Receiving Agent (so as to bind them, their personal or legal representatives, heirs, successors and assigns) to the following effect that:

- (a) the Electronic Acceptance shall constitute:
  - (i) an acceptance of the Increased Offer in respect of the number of KAZ Minerals Shares in uncertificated form to which the Cash Offer TTE instruction relates; and
  - (ii) an undertaking to execute any documents, take any further action and give any further assurances which may be required to enable Bidco to obtain the full benefit of this Part D and/or to perfect any of the authorities expressed to be given hereunder and otherwise in connection with their acceptance of the Increased Offer;

in each case on and subject to the terms and conditions set out or referred to in this document and that, subject only to the rights of withdrawal set out in paragraph 4 of Part B of this Appendix, each such acceptance and undertaking shall be irrevocable;

- (b) such KAZ Minerals Shareholder:
  - (i) has not received or sent copies or originals of this document, the Form of Acceptance or any related documents in, into or from any Restricted Jurisdiction;
  - (ii) has not otherwise used in connection with the Increased Offer, directly or indirectly, the mails of, or any means or instrumentality (including, without limitation, e-mail, TTE instruction, telephone, internet or otherwise) of interstate or foreign commerce of, or of any facilities of a national, state or other securities exchange of, any Restricted Jurisdiction;
  - (iii) is accepting the Increased Offer from outside any Restricted Jurisdiction and was outside those jurisdictions at the time of the input and settlement of the relevant TTE instruction(s);
  - (iv) in respect of the KAZ Minerals Shares to which an Electronic Acceptance relates, is not an agent or fiduciary acting on a non-discretionary basis for a principal, unless such agent or fiduciary is an authorised employee of such principal or such principal has given any instructions with respect to the Increased Offer from outside any Restricted Jurisdiction; and
  - (v) if such KAZ Minerals Shareholder is a citizen, resident or national of a jurisdiction outside the United Kingdom, they have observed the laws and regulatory requirements of the relevant jurisdiction in connection with the Increased Offer, obtained all requisite governmental, exchange control or other consents, complied with all other necessary formalities and paid any issue, transfer or other taxes or duties or other requisite payments due in any such jurisdiction in connection with such acceptance and that they have not taken or omitted to take any action that will or may result in Bidco, VTB Capital or any other person acting on behalf of any of them in breach of the legal or regulatory requirements of, or be liable for any issue, transfer or other taxes or duties or payments in, any such jurisdiction in connection with the Increased Offer or their acceptance of the Increased Offer.
- (c) the Electronic Acceptance constitutes, subject to the Increased Offer becoming or being declared unconditional in all respects in accordance with its terms and to such KAZ Minerals Shareholder not having validly withdrawn their acceptance, the irrevocable appointment of each of Bidco, VTB Capital, and the Receiving Agent and any director or agent of, or any person authorised by any of

them as their agent and/or attorney with an irrevocable instruction to such agent and/or attorney to do all such acts and things as may, in the opinion of such agent and/or attorney, be necessary or expedient for the purposes of, or in connection with, the acceptance of the Increased Offer and to vest in Bidco (or its nominees) the full legal title and beneficial ownership of KAZ Minerals Shares in uncertificated form comprised or deemed to be comprised in the acceptance;

- (d) the Electronic Acceptance constitutes the irrevocable appointment of the Receiving Agent as the accepting KAZ Minerals Shareholder's attorney with an irrevocable instruction and authorisation:
  - (i) subject to the Increased Offer becoming or being declared unconditional in all respects in accordance with its terms and such KAZ Minerals Shareholder not having validly withdrawn their acceptance, to transfer to Bidco (or to such other person or persons as Bidco or its agents may direct) by means of CREST all or any of the KAZ Minerals Shares in uncertificated form which are the subject of a TTE instruction in respect of that Electronic Acceptance; and
  - (ii) if the Increased Offer does not become or is not declared unconditional in all respects, to give instructions to Euroclear immediately after the Increased Offer lapses (or within such longer period as the Panel may permit, not exceeding 14 calendar days of the Increased Offer lapsing) to transfer all such KAZ Minerals Shares to the original balance of the accepting KAZ Minerals Shareholder.
- (e) the Electronic Acceptance constitutes (subject to the Increased Offer becoming or being declared unconditional in all respects in accordance with its terms and to such KAZ Minerals Shareholder not having validly withdrawn their acceptance) an irrevocable instruction and authorisation, subject to the provisions of paragraph 7 of Part B of this Appendix, to Bidco, VTB Capital, the Receiving Agent or their respective agents or persons authorised by any of them to procure the making of a CREST payment obligation in favour of such KAZ Minerals Shareholder's payment bank in accordance with the CREST payment arrangements in respect of any cash consideration to which such shareholder is entitled under the Increased Offer provided that Bidco may (if, for any reason, it wishes to do so) determine that all or any part of such cash consideration shall be paid by cheque (despatched by post) or such other method approved by the Panel, at the risk of the KAZ Minerals Shareholder, provided that in the case of a KAZ Minerals Shareholder whose registered address is in a Restricted Jurisdiction such cheque shall be despatched for the first-named holder at an address outside any Restricted Jurisdiction stipulated by such holder or as otherwise determined by Bidco;
- (f) the Electronic Acceptance constitutes the giving of authority to each of Bidco, VTB Capital and the Receiving Agent and any director or agent of, or any person authorised by, any of them as his agent and/or attorney within the terms set out in Part B and this Part D of this Appendix;
- (g) unless the Panel otherwise consents, subject to the Increased Offer becoming or being declared unconditional in all respects (or if the Increased Offer would become unconditional in all respects or lapse on the outcome of the resolution in question), in respect of KAZ Minerals Shares in relation to which the Increased Offer has been accepted or deemed to be accepted (which acceptance has not been validly withdrawn) and pending registration in the name of Bidco or as it may direct:
  - (i) Bidco or its agents shall be authorised to direct the exercise of any votes and any or all other rights and privileges (including the right to requisition the convening of a general or separate class meeting of KAZ Minerals) attaching to the KAZ Minerals Shares in uncertificated form comprised or deemed to be comprised in the acceptance;
  - (ii) an Electronic Acceptance by a KAZ Minerals Shareholder shall constitute with regard to such KAZ Minerals Shares in uncertificated form comprised or deemed to be comprised in the acceptance:
    - (A) an authority to KAZ Minerals or its agents to send any notice, circular, warrant or other document or communication which may be required to be sent to them as a KAZ Minerals Shareholder (including any share certificate(s) or other document(s) of title issued as a result of a conversion of such KAZ Minerals Shares into certificated form) to Bidco, care of the Receiving Agent;

- (B) an irrevocable authority to Bidco, VTB Capital and the Receiving Agent and any director or agent of, or any person authorised by, any of them as their agent and/or attorney to sign any document and do such things as may, in the opinion of that agent and/or attorney, seem necessary or desirable in connection with the exercise of any votes or other rights or privileges attaching to the KAZ Minerals Shares held by them (including, without limitation, signing any consent to short notice of a general or separate class meeting as their attorney and on their behalf and executing a form of proxy appointing any person nominated by Bidco to attend general and separate class meetings of KAZ Minerals and attending any such meeting and exercising the votes attaching to the KAZ Minerals Shares in uncertificated form comprised or deemed to be comprised in the acceptance on their behalf, where relevant such votes to be cast so far as possible to satisfy any outstanding Condition of the Increased Offer); and
  - (C) the agreement of such KAZ Minerals Shareholder not to exercise any such rights without the consent of Bidco and the irrevocable undertaking not to appoint a proxy for or to attend such general or separate class meeting of KAZ Minerals;
- (h) if, for any reason, any KAZ Minerals Shares in respect of which a TTE instruction has been effected in accordance with paragraph 19.2.2 of the letter from Bidco contained in Part 2 of this document are converted to certificated form, they will (without prejudice to paragraph (g) above) immediately deliver, or procure the immediate delivery of the share certificate(s) or other document(s) of title in respect of all such KAZ Minerals Shares that are so converted to the Receiving Agent at the address specified in paragraph 4(h) of Part B of this Appendix or to Bidco at its registered office or as Bidco or its agents may direct; and they shall be deemed upon conversion to undertake, represent, warrant and agree in the terms set out in Part C of this Appendix in relation to such KAZ Minerals Shares without prejudice to the application of this Part D so far as Bidco deems appropriate;
- (i) the creation of a CREST payment obligation in favour of their payment bank in accordance with the CREST payment arrangements as referred to in paragraph (e) above will, to the extent of the obligation so created, discharge in full any obligation of Bidco or VTB Capital to pay to them the cash consideration to which they are entitled under the Increased Offer;
- (j) they will do all such acts and things as shall, in the opinion of Bidco be necessary or expedient to vest in Bidco or its nominee(s) the KAZ Minerals Shares in uncertificated form comprised or deemed to be comprised in the acceptance and to enable the Receiving Agent to perform its function as Escrow Agent for the purposes of the Increased Offer;
- (k) they will ratify each and every act or thing which may be done or effected by Bidco, VTB Capital or the Receiving Agent or any of their respective directors or agents or persons authorised by them as the case may be, in the exercise of any of the powers and/or authorities under this Part D;
- (l) if any provision of Part B or this Part D of this Appendix shall be unenforceable or invalid or shall not operate so as to afford Bidco, VTB Capital or the Receiving Agent any of their respective directors or agents or persons authorised by them, the benefit of the authority expressed to be given therein, they will, with all practicable speed, do all such acts and things and execute all such documents that may be required or desirable to enable Bidco, VTB Capital and/or the Receiving Agent and any of their respective directors or agents or persons authorised by them to secure the full benefit of Part B or this Part D of this Appendix;
- (m) they are irrevocably and unconditionally entitled to sell and transfer the beneficial ownership of the KAZ Minerals Shares comprised or deemed to be comprised in such acceptance and that such shares are sold fully paid with full title guarantee and free from all liens, charges, equities, encumbrances, rights of pre-emption and other third party rights and interests of any nature whatsoever and together with all rights attaching to them as at the date of the 2.7 Announcement or subsequently attaching or accruing to them, including, without limitation, voting rights and the right to receive and retain in full all dividends and other distributions (if any) declared, paid or made on or after the date on which the Increased Offer becomes or is declared unconditional in all respects;

- (n) the *ejusdem generis* principle of construction shall not apply to the terms and conditions of the Increased Offer. Accordingly general words shall not be given a restrictive meaning by reason of their being preceded or followed by words indicating a particular class of acts, matters or things or by examples falling within the general words;
- (o) the making of an Electronic Acceptance constitutes KAZ Minerals Shareholder's submission to the exclusive jurisdiction of the courts of England and Wales in relation to all matters arising in connection with the Increased Offer;
- (p) by virtue of Regulation 43 of the Regulations the making of an Electronic Acceptance constitutes an irrevocable power of attorney by the CREST member accepting the Increased Offer in the terms of all the powers and authorities expressed to be given in Part B, (where applicable by virtue of paragraph (h) above) Part C and this Part D of this Appendix to Bidco, the Receiving Agent, VTB Capital or any of their respective directors or agents or persons authorised by them set out in this Appendix; and
- (q) that they are not a client (as defined in the FCA Handbook) of VTB Capital in connection with the Increased Offer.

A reference in this Part D to a KAZ Minerals Shareholder includes a reference to the person or persons making an Electronic Acceptance and, if more than one makes an Electronic Acceptance, the provisions of this Part D shall apply to them jointly and to each of them.

## APPENDIX II

### FINANCIAL AND RATINGS INFORMATION

#### 1. Financial and ratings information relating to the Bidco Group and the Consortium

Set out below is the financial information in respect of Bidco, Holdco and the Consortium as required by Rule 24.3(e) of the Takeover Code.

##### *Bidco Group*

Bidco was incorporated on 23 November 2016 and has not traded since incorporation. It has no material assets or liabilities, nor has it entered into any obligations, other than in connection with the Acquisition and the financing of the Acquisition.

Holdco was incorporated on 22 January 2019 and has not traded since incorporation. It has no material assets or liabilities, nor has it entered into any obligations, other than in connection with the Acquisition and the financing of the Acquisition.

Full acceptance of the Increased Offer would result in the earnings, assets and liabilities of the KAZ Minerals Group being consolidated into the earnings, assets and liabilities of the Bidco Group.

Further details on each of Bidco and Holdco are set out in paragraph 8 of Part 2 of this document.

##### *The Consortium*

The Consortium, consisting of Oleg Novachuk and Vladimir Kim, was formed for the purposes of making the Acquisition and has not entered into any obligations as a consortium other than in connection with the Acquisition. Further details on Oleg Novachuk and Vladimir Kim are set out in paragraph 7 of Part 2 of this document.

##### *Credit ratings*

No rating agency has publicly recorded any current credit ratings or outlooks for Bidco or Holdco.

As the Consortium was formed for the purposes of making the Acquisition and is not incorporated, there are no current ratings or outlooks publicly accorded to the Consortium by ratings agencies.

#### 2. Financial and ratings information relating to KAZ Minerals

The following table sets out financial information in respect of KAZ Minerals as required by Rule 24.3(a) and 24.3(b) of the Takeover Code. The documents referred to below, the contents of which have previously been announced through a Regulatory Information Service, are incorporated into this document by reference pursuant to Rule 24.15 of the Takeover Code:

##### *Financial information*

Unaudited production report in respect of the 13-week period to 31 December 2020 as set out in the 2020 KAZ Minerals Group Production Report for Twelve Months and the Fourth Quarter ended 31 December 2020

Guidance update on 7 December 2020 to the 2020 KAZ Minerals Group Production Report for Nine Months and the Third Quarter ended 30 September 2020

##### *Reference*

<https://www.kazminerals.com/en/repository/news-container/news/2020/q4-2020-production-report/>

<https://www.kazminerals.com/en/repository/news-container/news/2020/guidance-update/>



### *Financial information*

Unaudited production report in respect of the 13-week period to 30 September 2020 as set out in the 2020 KAZ Minerals Group Production Report for Nine Months and the Third Quarter ended 30 September 2020

Unaudited half yearly results for the half year ending 30 June 2020, as set out in the 2020 KAZ Minerals Half-Yearly Report (pages 29 to 52)

Audited accounts for the financial year ended 31 December 2019, as set out in the 2019 KAZ Minerals Annual Report (pages 120 to 180)

Audited accounts for the financial year ended 31 December 2018, as set out in the 2018 KAZ Minerals Annual Report (pages 114 to 175)

### *Reference*

<https://www.kazminerals.com/media/21798/kaz-minerals-q3-2020-281020-final.pdf>

<https://www.kazminerals.com/media/21367/kaz-minerals-plc-2020-half-yearly-report-final.pdf>

[https://www.kazminerals.com/media/19752/ka179\\_2019\\_annual\\_report\\_web\\_singles\\_v1.pdf](https://www.kazminerals.com/media/19752/ka179_2019_annual_report_web_singles_v1.pdf)

<https://www.kazminerals.com/media/9970/kaz-minerals-annual-report-2018.pdf>

No rating agency has publicly recorded any current credit ratings or outlooks for KAZ Minerals.

### **3. Request for hard copies**

Subject to certain restrictions relating to persons in any Restricted Jurisdiction, any KAZ Minerals Shareholder, persons with information rights and any other person entitled to receive this document may request a hard copy of any document or information incorporated by reference to this document by contacting the Receiving Agent at Computershare, Corporate Actions Projects, Bristol, BS99 6AH or between 8.30 a.m. and 5.30 p.m. Monday to Friday (excluding UK public holidays) on (0) 370 707 1100 from within the UK (or on +44 (0) 370 707 1100 if calling from outside the UK) with an address to which the hard copy should be sent.

### **4. No incorporation of website information**

Save as expressly referred to herein, neither the content of KAZ Minerals' or Bidco's website, nor the content of any website accessible from hyperlinks on KAZ Minerals' or Bidco's website, is incorporated into, or forms part of, this document.

## APPENDIX III

### SOURCES OF INFORMATION AND BASES OF CALCULATION

Unless otherwise stated in this document:

1. as at the close of business on the Latest Practicable Date, there were 472,486,899 KAZ Minerals Shares in issue (excluding 8,237,078 shares held in treasury);
2. the value placed by the Acquisition on the existing issued and to be issued share capital of KAZ Minerals is based upon:
  - 2.1 the 472,486,899 KAZ Minerals Shares referred to in paragraph 1 above; and
  - 2.2 further KAZ Minerals Shares which may be issued after the Latest Practicable Date on the exercise of options or vesting of awards granted or agreed to be granted under the KAZ Minerals Share Plans, amounting in aggregate to 1,363,041 KAZ Minerals Shares as at close of business on the Latest Practicable Date;
3. information relating to Bidco and Holdco has been provided by persons duly authorised or appointed by the board of directors of Bidco and Holdco, respectively;
4. information relating to the Consortium members has been provided by persons duly authorised or appointed by the relevant Consortium member;
5. unless otherwise stated, the financial information relating to KAZ Minerals is extracted from the Annual Report and Accounts of KAZ Minerals; and
6. unless otherwise stated, all prices for KAZ Minerals Shares have been derived from Bloomberg and represent Closing Prices on the relevant date(s).

## APPENDIX IV

### UNITED KINGDOM TAXATION

The comments set out below are based on United Kingdom tax law as applied in England & Wales and published HM Revenue & Customs practice (which may not be binding on HM Revenue & Customs) in each case as at the Latest Practicable Date, both of which are subject to change, possibly with retrospective effect. They are intended as a general guide to certain limited aspects of the UK tax treatment of the Increased Offer and do not constitute legal or tax advice and this Appendix applies only to KAZ Minerals Shareholders resident and, in the case of an individual, domiciled for tax purposes in the United Kingdom and to whom “split year” treatment does not apply, who hold KAZ Minerals Shares as an investment and who are the absolute beneficial owners thereof. In particular, shareholders holding their shares via a depository receipt system or a clearance service should note that they may not always be the absolute beneficial owners thereof. Certain categories of shareholders, including those carrying on certain financial activities, those subject to specific tax regimes or benefitting from certain reliefs and exemptions, those connected with KAZ Minerals or the KAZ Minerals Group and those for whom the shares are employment related securities, may be subject to special rules and this summary does not apply to such shareholders.

**KAZ Minerals Shareholders or prospective shareholders who are in any doubt about their tax position, or who are resident or otherwise subject to taxation in a jurisdiction outside the United Kingdom, should consult their own professional advisers immediately.**

#### **Tax consequences of the Acquisition**

A KAZ Minerals Shareholder receiving cash consideration in respect of their KAZ Minerals Shares will be treated as disposing of such KAZ Minerals Shares which may, depending on the shareholder’s individual circumstances (including the availability of exemptions, reliefs or allowable losses), give rise to a liability to UK tax on capital gains.

#### **UK Stamp Duty and Stamp Duty Reserve Tax (“SDRT”)**

No UK stamp duty or SDRT will be payable by KAZ Minerals Shareholders on the transfer of their KAZ Minerals Shares pursuant to the Increased Offer.

## APPENDIX V

### ADDITIONAL INFORMATION

#### 1. Responsibility

- (a) The Bidco Directors, whose names are set out in paragraph 2(a) below, each accept responsibility for the information (and expressions of opinion) contained in this document other than the information (and expressions of opinion) contained in this document for which responsibility is taken by the members of the Independent Committee pursuant to paragraph 1(b) below. To the best of the knowledge and belief of the Bidco Directors (who have taken all reasonable care to ensure that such is the case), the information contained in this document (and expressions of opinion) for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.
- (b) The members of the Independent Committee each accept responsibility for the information (and expressions of opinion) contained in this document relating to KAZ Minerals and the members of the Independent Committee and their respective close relatives and the related trusts of and persons connected with the members of the Independent Committee, and any persons acting in concert with KAZ Minerals (as such term is defined in the Takeover Code). To the best of the knowledge and belief of the members of the Independent Committee (who have taken all reasonable care to ensure that such is the case), the information contained in this document (and expressions of opinion) for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.
- (c) Each of Oleg Novachuk and Vladimir Kim is a KAZ Minerals Director and a member of the Consortium. Immediately after the Consortium approached KAZ Minerals in respect to its possible intention to make the Acquisition, the KAZ Minerals Board formed the Independent Committee, to which the KAZ Minerals Board has delegated responsibility for considering all matters relating to the Acquisition on behalf of KAZ Minerals. Neither Oleg Novachuk nor Vladimir Kim has participated in the Independent Committee's consideration of the Acquisition. Mr Novachuk and Mr Kim remain as KAZ Minerals Directors and have continued to participate in KAZ Minerals Board meetings to the extent they related to matters other than the Acquisition. Due to the imposition of such restrictions, each of Oleg Novachuk and Vladimir Kim, as Bidco Directors, only accept responsibility for the information contained in this document to the extent set out in paragraph 1(a) above. For the avoidance of doubt, neither Oleg Novachuk nor Vladimir Kim accepts responsibility for (i) the views and opinions of the members of the Independent Committee in relation to the Acquisition as set out in Part 1 of this document, and (ii) any expressions of expectation on the part of the members of the Independent Committee set out in this document.

#### 2. Directors and registered offices

- (a) The Bidco Directors and their positions in Bidco are as follows:

<i>Name</i>	<i>Position</i>
Oleg Novachuk	Director
Vladimir Kim	Director
Helen Yakubovskaya	Director

The registered office of Bidco and the business address of each of the Bidco Directors is Strawinskyalaan 1151, Tower C, Level 11, 1077 XX Amsterdam and with registered number 67335845.

- (b) The Holdco Directors and their positions in Holdco are as follows:

<i>Name</i>	<i>Position</i>
Oleg Novachuk	Director
Vladimir Kim	Director
Helen Yakubovskaya	Director

Holdco's registered office is at Strawinskylaan 1151, Tower C, Level 11, 1077 XX Amsterdam and with registered number 73773123.

- (c) The KAZ Minerals Directors and their positions in KAZ Minerals are as follows:

<i>Name</i>	<i>Position</i>
Oleg Novachuk	Chair
Michael Lynch-Bell	Deputy Chair and Senior Independent Non-Executive Director
Andrew Southam	Chief Executive Officer
Lynda Armstrong	Independent Non-Executive Director
Alison Baker	Independent Non-Executive Director
Vladimir Kim	Non-Executive Director
John MacKenzie	Independent Non-Executive Director
Charles Watson	Independent Non-Executive Director

In light of the interest that the Consortium has in the Acquisition, immediately following receipt of the approach by the Consortium regarding the Acquisition, the KAZ Minerals Board formed the Independent Committee, to which the KAZ Minerals Board has delegated responsibility for considering all matters relating to the Acquisition on behalf of KAZ Minerals. The members of the Independent Committee are: Michael Lynch-Bell, Andrew Southam, Lynda Armstrong, Alison Baker, John MacKenzie and Charles Watson.

Oleg Novachuk is the Chair of KAZ Minerals and is also a member of the Consortium. In view of Oleg Novachuk's position within the Consortium and the Consortium's interest in Bidco, Mr Novachuk is not a member of the Independent Committee.

Vladimir Kim is a non-executive director of KAZ Minerals and is also a member of the Consortium. In view of Mr Kim's position within the Consortium and the Consortium's interest in Bidco, Mr Kim is not a member of the Independent Committee.

The company secretary of KAZ Minerals is Susanna Freeman.

KAZ Minerals' registered office is at 6th Floor Cardinal Place, 100 Victoria Street, London SW1E 5JL.

### **3. Market quotations**

Set out below are the closing middle market quotations of KAZ Minerals Shares as derived from the Daily Official List on:

- (a) the first Business Day of each of the six months immediately prior to the date of this document;
- (b) 27 October 2020 (being the last Business Day before the commencement of the Offer Period); and
- (c) the Latest Practicable Date: 4 February 2021.

<i>Date</i>	<i>KAZ Minerals Shares (pence)</i>
4 February 2021	799
4 January 2021	666
1 December 2020	643
2 November 2020	626
27 October 2020	571
1 October 2020	511
1 September 2020	585
3 August 2020	567

#### 4. Interests and dealings

For the purposes of this paragraph 4:

“**acting in concert**” with a party means any such person acting or deemed to be acting in concert with that party for the purposes of the Takeover Code and/or the Increased Offer.

“**arrangement**” includes indemnity or option arrangements, and any agreement or understanding, formal or informal, of whatever nature relating to relevant securities which may be an inducement to deal or refrain from dealing;

“**connected advisers**” includes an organisation which: (i) is advising Bidco or (as the case may be) KAZ Minerals in relation to the Increased Offer; (ii) is corporate broker to Bidco or (as the case may be) KAZ Minerals; (iii) is advising a person acting in concert with Bidco or (as the case may be) KAZ Minerals in relation to the Increased Offer or in relation to the matter which is the reason for that person being a member of the concert party; or (iv) is advising a relevant company in relation to the Increased Offer;

“**control**” means an interest, or interests, in shares carrying in aggregate 30 per cent. or more of the voting rights attributable to the share capital of a company which are currently exercisable at a general meeting, irrespective of whether such interest or interests give de facto control;

“**dealing**” includes: (i) the acquisition or disposal of securities, of the right (whether conditional or absolute) to exercise or direct the exercise of the voting rights attaching to securities, or of general control of securities; (ii) the taking, granting, acquisition, disposal, entering into, closing out, termination, exercise (by either party) or variation of an option (including a traded option contract) in respect of any securities; (iii) subscribing or agreeing to subscribe for securities; (iv) the exercise or conversion, whether in respect of new or existing securities, of any securities carrying conversion or subscription rights; (v) the acquisition of, disposal of, entering into, closing out, exercise (by either party) of any rights under, or variation of, a derivative referenced, directly or indirectly, to securities; (vi) entering into, terminating or varying the terms of any agreement to purchase or sell securities; (vii) the redemption or purchase of, or taking or exercising an option over, any of its own relevant securities; and (viii) any other action resulting, or which may result, in an increase or decrease in the number of securities in which a person is interested or in respect of which they have a short position;

“**derivative**” includes any financial product whose value in whole or in part is determined directly or indirectly by reference to the price of an underlying security;

“**disclosure date**” means the latest practicable date before the publication of this document, which is 4 February 2021;

“**disclosure period**” means the period commencing on 28 October 2019 (the date twelve months prior to the commencement of the Offer Period) and ending on the disclosure date;

A person has an “**interest**” or is “**interested**” in securities if they have a long economic exposure, whether absolute or conditional, to changes in the price of those securities (but not if they only have a short position in such securities) and this in particular covers: (i) legal title and beneficial ownership (i.e. the ability to

exercise, or control the exercise of, voting rights); (ii) the right, option or obligation to acquire, call for or take delivery of securities under an option or derivative; and (iii) the situation where a person holds a derivative referenced to, or which may result in, a long position in securities; and

“**relevant securities**” includes (i) KAZ Minerals Shares and any other securities of KAZ Minerals conferring voting rights; (ii) equity share capital of KAZ Minerals or, as the context requires, Bidco; (iii) securities of KAZ Minerals or, as the context requires, Bidco carrying conversion or subscription rights into any of the foregoing.

#### 4.1 *Persons acting in concert with Bidco*

In addition to the members of the Consortium, the Holdco Directors and the Bidco Directors (together with each of their close relatives and related trusts) and members of the Bidco Group, the persons who are acting in concert with Bidco for the purposes of the Increased Offer and which are required to be disclosed are:

<i>Name</i>	<i>Type of company</i>	<i>Registered office</i>	<i>Relationship with Bidco</i>
VTB Capital plc	Financial Services	14 Cornhill, London EC3V 3ND	Financial adviser

#### 4.2 *Persons acting in concert with KAZ Minerals*

In addition to the members of the Independent Committee (together with each of their close relatives and related trusts) and members of the KAZ Minerals Group, the persons acting in concert with KAZ Minerals for the purposes of the Increased Offer and which are required to be disclosed are:

<i>Name</i>	<i>Type of company</i>	<i>Registered office</i>	<i>Relationship with KAZ Minerals</i>
Citigroup Global Markets Limited	Financial Services	Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB	Financial Adviser and Joint Corporate Broker
UBS AG London Branch	Financial Services	5 Broadgate, London EC2M 2QS	Financial Adviser and Joint Corporate Broker

#### 4.3 *Substantial shareholders of Holdco*

As at the close of business on the disclosure date, the persons who hold a direct or indirect interest of 5 per cent. or more in the issued share capital of Holdco are as follows:

<i>Name</i>	<i>Number of ordinary shares of one euro each in Holdco</i>	<i>Percentage of existing ordinary share capital of Holdco</i>
Vladimir Kim <sup>(1)</sup>	6,350	63.5
Oleg Novachuk <sup>(2)</sup>	3,650	36.5

(1) Holdco shares held indirectly via Folin Universal Trust reg. a company (registered trust company) incorporated under the laws of the Principality of Liechtenstein, registered with the Commercial Register Division of Liechtenstein under number: FL-0001.524.688-8.

(2) Holdco shares held indirectly via Vostok Holdings Ltd a limited liability company incorporated under the laws of the Republic of Malta, registered with the local trade registry of Malta under number: C 96071.

#### 4.4 *Interests and dealings in relevant securities of KAZ Minerals*

- (a) As at the close of business on the disclosure date, the interests, rights to subscribe and short positions in respect of relevant securities of KAZ Minerals held by persons acting in concert with Bidco were as follows:

<i>Name</i>	<i>Number of KAZ Minerals Shares</i>	<i>% of KAZ Minerals existing share capital (excluding treasury shares)</i>	<i>Nature of interest</i>
Lynchwood Nominees Limited*	669,129	0.14	Registered holder

\* Beneficially owned by Stansbury International Ltd., a company limited by shares and incorporated under the laws of the British Virgin Islands, registered with company number 689940 (“Stansbury”).

These interests, and the dealings disclosed under paragraph 4.4(c) of this Appendix V, have been disclosed as a result of a historical presumption by KAZ Minerals that Eduard Ogay is deemed to be acting in concert with Vladimir Kim. On 31 October 2014, KAZ Minerals sold a number of mature assets, primarily in the Zhezkazgan and Central Region, to Kazakhmys Holding Group B.V. (previously named Cuprum Netherlands Holding B.V.) (“Kazakhmys”), a vehicle owned by Vladimir Kim and Eduard Ogay. KAZ Minerals regarded Eduard Ogay at that time to be acting in concert with Vladimir Kim for the purposes of the Takeover Code and Eduard Ogay was therefore considered to be a “controlling shareholder” of KAZ Minerals within the meaning of Listing Rule 6.1.2AR. A relationship agreement was consequently entered into on 23 July 2014 between KAZ Minerals, Stansbury (at the time, a company wholly owned by Eduard Ogay) and Eduard Ogay (the “**Relationship Agreement**”). Since 2014, KAZ Minerals has continued to disclose details of the Relationship Agreement in its annual report and accounts for each financial year, including the KAZ Minerals Annual Report and Accounts, on the basis that KAZ Minerals consider him to still be acting in concert with Vladimir Kim for the purposes of the Takeover Code. Eduard Ogay sold Stansbury to a family member on 1 September 2020.

Since 1 September 2020, other than as set out in this document, neither Eduard Ogay, nor anyone else connected to Eduard Ogay, has held, and as at the Latest Practicable Date does not hold, directly or indirectly, actually or potentially, any interests in relevant securities of KAZ Minerals. Furthermore, at no time during the disclosure period, has Eduard Ogay held any other direct interests in relevant securities of KAZ Minerals. For the avoidance of doubt, Eduard Ogay is not part of the Consortium and has not been involved in, or been aware of, any of the discussions which have taken place between the Consortium Members, its advisers, third parties, finance providers to the Consortium and/or KAZ Minerals and/or their respective advisers in relation to the Acquisition. As such, these interests and dealing disclosures are being made in this document solely in order to comply with the Takeover Code.

- (b) As at the close of business on the disclosure date, the interests, rights to subscribe and short positions in respect of relevant securities of KAZ Minerals held by members of the Consortium and each of their close relatives and related trusts and companies were as follows:

<i>Name</i>	<i>Number of KAZ Minerals Shares</i>	<i>% of KAZ Minerals existing share capital (excluding treasury shares)</i>	<i>Nature of interest</i>
Oleg Novachuk	1,848,991	0.39	Legal and beneficial interest
Harper Finance Limited <sup>(1)</sup>	29,706,901	6.29	Registered holder
Kinton Trade Ltd <sup>(1)</sup>	5,216,522	1.10	Registered holder
Cuprum Holding Limited <sup>(2)</sup>	135,944,325	28.77	Registered holder
Perry Partners S.A. <sup>(2)</sup>	13,362,470	2.83	Registered holder

(1) Company wholly owned directly by Oleg Novachuk

(2) Company indirectly wholly owned by Vladimir Kim via Folin Universal Trust reg, a company (registered trust company) incorporated under the laws of the Principality of Liechtenstein, registered with the Commercial Register Division of Liechtenstein under number: FL-0001.524.688-8

As at the close of business on the disclosure date, Oleg Novachuk held vested options to acquire 186,884 KAZ Minerals Shares through his participation in the Long Term Incentive Plan 2007, and unvested options to acquire 629,927 KAZ Minerals Shares through his participation in the 2017 Long Term Incentive Plan, which Oleg Novachuk intends to waive entirely when the Increased Offer becomes, or is declared, unconditional in all respects.



- (c) As at the close of business on the disclosure date, the following dealings in relevant securities of KAZ Minerals by persons acting in concert with Bidco, and persons with whom Bidco or any person acting in concert with Bidco has any arrangement, have taken place during the disclosure period:

<i>Name</i>	<i>Trade date</i>	<i>Nature of transaction</i>	<i>Number of KAZ Minerals Shares</i>	<i>Price (pence)</i>	<i>Currency</i>
Lynchwood Nominees Limited	30 October 2020	Sale	185,237	628	GBP
Lynchwood Nominees Limited	20 November 2020	Sale	412,103	640	GBP
Lynchwood Nominees Limited	25 November 2020	Sale	177,600	637	GBP

The Takeover Panel has agreed on an ex-parte basis that the dealings set out in this paragraph 4.4(c) have no Takeover Code consequences.

<i>Name</i>	<i>Trade date range</i>	<i>Nature of transaction</i>	<i>Number of KAZ Minerals Shares</i>	<i>Low Price (pence)</i>	<i>High Price (pence)</i>	<i>Currency</i>
VTB Capital plc	28 October 2020	Buy	19,209	625.6	625.6	GBP
	– 04 February 2021	Sell	0	0.0	0.0	GBP
VTB Capital plc	28 September 2020	Buy	380,791	525.8	559.5	GBP
	– 27 October 2020	Sell	407,471	544.6	589.7	GBP
VTB Capital plc	28 August 2020	Buy	307,285	564.0	571.0	GBP
	– 27 September 2020	Sell	300,030	584.0	586.0	GBP
VTB Capital plc	28 July 2020	Buy	299,070	538.0	570.3	GBP
	– 27 August 2020	Sell	299,070	552.0	580.6	GBP
VTB Capital plc	28 April 2020	Buy	1,165,650	389.6	559.0	GBP
	– 27 July 2020	Sell	765,355	390.0	486.0	GBP
VTB Capital plc	28 January 2020	Buy	1,405,829	325.1	493.1	GBP
	– 27 April 2020	Sell	1,806,875	367.1	521.0	GBP
VTB Capital plc	28 October 2019	Buy	1,188,616	460.0	559.6	GBP
	– 27 January 2020	Sell	1,205,494	469.2	559.6	GBP
VTB Capital plc	28 October 2020	Securities Borrowed	50,000	5.71	5.71	GBP
	– 04 February 2021					
VTB Capital plc	28 September 2020	Securities Borrowed	0	n/a	n/a	GBP
	– 27 October 2020					
VTB Capital plc	28 August 2020	Securities Borrowed	200,000	5.98	5.98	GBP
	– 27 September 2020					
VTB Capital plc	28 July 2020	Securities Borrowed	930,000	5.44	5.88	GBP
	– 27 August 2020					
VTB Capital plc	28 April 2020	Securities Borrowed	6,385,000	3.75	5.56	GBP
	– 27 July 2020					
VTB Capital plc	28 January 2020	Securities Borrowed	1,510,000	3.09	5.76	GBP
	– 27 April 2020					
VTB Capital plc	28 October 2019	Securities Borrowed	690,000	4.99	5.41	GBP
	– 27 January 2020					
VTB Bank (Europe) SE	28 October 2020	Securities Borrowed	600,000	573.4	573.4	GBP
	– 04 February 2021					
VTB Bank (Europe) SE	28 September 2020	Securities Borrowed	1,300,000	511.4	532.8	GBP
	– 27 October 2020					
VTB Bank (Europe) SE	28 August 2020	Securities Borrowed	1,700,000	565.8	580.4	GBP
	– 27 September 2020					

- (d) As at the close of business on the disclosure date, the interests, rights to subscribe and short positions in respect of relevant securities of KAZ Minerals held by members of the Independent Committee and their close relatives and related trusts and companies were as follows:

<i>Name</i>	<i>Number of KAZ Minerals Shares</i>	<i>% of KAZ Minerals existing share capital (excluding treasury shares)</i>	<i>Nature of interest</i>
Andrew Southam	676,236	0.14	Beneficial interest
Michael Lynch-Bell	12,000	0.00	Beneficial interest
John MacKenzie	5,000	0.00	Beneficial interest
Lynda Armstrong	8,500	0.00	Beneficial interest
Charles Watson <sup>(1)</sup>	13,790	0.00	Beneficial interest
Alison Baker	3,500	0.00	Beneficial interest

(1) 1,532 of this holding is beneficially owned by Charles Watson and 12,258 is beneficially held by a close relative of Charles Watson.

- (e) As at the close of business on the disclosure date, the members of the Independent Committee (including members of their close relatives and related trusts) held the following outstanding options and awards over KAZ Minerals Shares under the KAZ Minerals Share Plans:

*The KAZ Minerals 2017 Deferred Share Bonus Plan*

<i>Name of Director</i>	<i>Number of options</i>	<i>Date of grant</i>	<i>Vesting period</i>	<i>Exercise price</i>
Andrew Southam	63,244	31/03/2020	01/04/2020 to 31/03/2022	Nil
	33,609	29/03/2019	30/03/2019 to 29/03/2021	Nil
	21,475	29/03/2018	30/03/2018 to 29/03/2020	Nil

*The KAZ Minerals 2017 Long Term Incentive Plan*

<i>Name of Director</i>	<i>Number of options</i>	<i>Date of grant</i>	<i>Vesting period</i>	<i>Exercise price</i>
Andrew Southam	291,330	02/03/2020	03/03/2020 to 01/01/2025	Nil
	190,833	01/03/2019	02/03/2019 to 01/06/2022	Nil
	146,137	02/03/2018	03/03/2018 to 01/06/2021	Nil
	48,650	30/06/2017	01/07/2017 to 01/06/2020	Nil

*The KAZ Minerals 2007 Long Term Incentive Plan*

<i>Name of Director</i>	<i>Number of options</i>	<i>Date of grant</i>	<i>Vesting period</i>	<i>Exercise price</i>
Andrew Southam	74,593	03/03/2017	04/03/2017 to 01/06/2020	Nil

#### 4.5 **General**

- (a) Save as disclosed above, none of the Consortium, Bidco, any member of Bidco Group, any of the directors of Bidco, any members of such directors' close relatives or any related trusts or companies, nor any person deemed to be acting in concert with Bidco, nor any person with whom Bidco or any person acting in concert with Bidco has an arrangement, was interested, had any

rights to subscribe or had any short positions in respect of any relevant securities on the disclosure date nor has any such person dealt in any relevant securities during the disclosure period.

- (b) Save as disclosed above, none of KAZ Minerals, any members of the Independent Committee, or any members of the Independent Committee's close relatives or any related trusts or companies, nor any person deemed to be acting in concert with KAZ Minerals, nor any person with whom KAZ Minerals or any person acting in concert with KAZ Minerals has an arrangement, was interested, had any rights to subscribe or had any short positions in respect of any relevant securities of Bidco or KAZ Minerals on the disclosure date, nor has any such person dealt in any relevant securities of Bidco or KAZ Minerals during the Offer Period.
- (c) Save as disclosed above, neither Bidco nor any person acting in concert with Bidco has borrowed or lent any relevant securities of KAZ Minerals during the disclosure period, save for any borrowed shares which have either been on-lent or sold.
- (d) Save as disclosed above, neither KAZ Minerals nor any person acting in concert with KAZ Minerals has borrowed or lent any relevant securities of KAZ Minerals during the disclosure period, save for any borrowed shares which have either been on-lent or sold.
- (e) Save as disclosed above, neither Bidco nor any person acting in concert with Bidco has entered into or taken any action to unwind any financial collateral arrangements in respect of any relevant securities of KAZ Minerals during the disclosure period.
- (f) Save as disclosed above, neither KAZ Minerals nor any person acting in concert with KAZ Minerals has entered into or taken any action to unwind any financial collateral arrangements in respect of any relevant securities of KAZ Minerals during the disclosure period.
- (g) Save as disclosed in this document, neither Bidco nor any person acting in concert with Bidco has any arrangement of the kind described in Note 11 to the definition of "acting in concert" set out in the Takeover Code with any other person in respect of any relevant securities.
- (h) Save as disclosed in this document, neither KAZ Minerals nor any person acting in concert with KAZ Minerals has any arrangement of the kind described in Note 11 to the definition of "acting in concert" set out in the Takeover Code with any other person in respect of any relevant securities.

## **5. Bases of calculation and sources of information**

In this document, unless otherwise stated or the context otherwise requires, the bases and sources used are as described in Appendix III to this document.

## **6. Irrevocable undertakings**

As at the Latest Practicable Date, Bidco and its concert parties had procured the following Irrevocable Undertakings in relation to KAZ Minerals Shares to accept, or procure the acceptance of, the Increased Offer:

## 6.1 *Members of the Independent Committee*

<i>Name</i>	<i>Number of KAZ Minerals Shares</i>	<i>Percentage of existing share capital (excluding treasury shares)</i>
Andrew Southam	676,236	0.14%
Michael Lynch-Bell	12,000	0.00%
John MacKenzie	5,000	0.00%
Lynda Armstrong	8,500	0.00%
Charles Watson	13,790	0.00%
Alison Baker	3,500	0.00%
<b>Total</b>	<b>719,026</b>	<b>0.15%</b>

The terms of the irrevocable undertakings referred to in this paragraph continue to be binding *mutatis mutandis* in respect of the KAZ Minerals Shares to which they relate and all references to the Scheme shall, where the context permits, be read as references to the Increased Offer (or to both the Scheme and the Increased Offer, as appropriate). The irrevocable undertakings referred to in this paragraph cease to be binding on the earlier of the following occurrences: (i) a third party announces a firm intention to make an offer for the entire issued and to be issued share capital of KAZ Minerals, which is declared wholly unconditional or, if implemented by way of a scheme of arrangement, becomes Effective; (ii) Bidco announces, with the consent of the Panel, and before the Scheme Document is published, that it does not intend to proceed with the Acquisition and no new, revised or replacement Offer (or Scheme) is announced by Bidco in accordance with Rule 2.7 of the Takeover Code; (iii) the Increased Offer lapses or is withdrawn in accordance with its terms and Bidco publicly confirms that it does not intend to proceed with the Acquisition or to implement the Acquisition by way of a Scheme or otherwise; or (iv) the Scheme (if applicable) has not become Effective by 11.59 p.m. on the Long Stop Date.

## 6.2 *Other KAZ Minerals Shareholders*

<i>Name</i>	<i>Total number of KAZ Minerals Shares</i>	<i>Percentage of existing issued share capital (excluding shares held in treasury)</i>
Ferris Services Limited	22,344,944	4.73%
Denalot Worldwide Limited	4,067,219	0.86%
Greenleas International Holdings Ltd	4,067,218	0.86%
Skybridge Invest JSC Management Company	13,800,000	2.92%
Naptron Management Ltd.	4,573,513	0.97%
Stansbury International Ltd.	669,129	0.14%
<b>Total</b>	<b>49,522,023</b>	<b>10.48%</b>

- (a) Each of the irrevocable undertakings relating to Ferris, Denalot and Greenleas referred to in this paragraph were amended by the respective parties on 7 December 2020, so that they remained binding on the release of the Switch Announcement. The terms of these irrevocable undertakings continue to be binding *mutatis mutandis* in respect of the KAZ Minerals Shares to which they relate and all references to the Scheme shall, where the context permits, be read as references to the Increased Offer (or to both the Scheme and the Increased Offer, as appropriate). Each of the irrevocable undertakings relating to Ferris, Denalot and Greenleas cease to be binding on the earlier of the following occurrences: (i) if Bidco announces that it is exercising its right to implement the Acquisition by way of a Scheme; (ii) a third party announces a firm intention to make an offer for the entire issued and to be issued share capital of KAZ Minerals; (iii) the Increased Offer lapses or is withdrawn in accordance with its terms

and Bidco publicly confirms that it does not intend to proceed with the Acquisition; (iv) the Scheme (if applicable) has not become Effective by 11.59 p.m. on 27 July 2021 (or such later time or date as agreed between Bidco and KAZ Minerals, with the approval of the Court and/or Panel if required); or (v) if (a) the Second Completion Condition (as defined in the Baimskaya SPA) is deemed to be satisfied or waived pursuant to the terms of the Baimskaya SPA; (b) Second Completion (as defined in the Baimskaya SPA) is accelerated pursuant to the terms of the Baimskaya SPA (whether or not Second Completion has occurred); or (c) Second Completion otherwise occurs pursuant to the terms of the Baimskaya SPA.

- (b) The terms of the irrevocable undertaking relating to Skybridge Invest JSC Management Company remain binding and shall continue to apply *mutatis mutandis* to the Increased Offer. This irrevocable undertaking ceases to be binding on the earlier of the following occurrences: (i) a third party announces a firm intention to make an offer for the entire issued and to be issued share capital of KAZ Minerals, which is declared wholly unconditional or, if implemented by way of a scheme of arrangement, becomes Effective; (ii) the Increased Offer lapses or is withdrawn in accordance with its terms and Bidco publicly confirms that it does not intend to proceed with the Acquisition; or (iii) the Scheme (if applicable) has not become Effective by 11.59 p.m. on the Long Stop Date.
- (c) The terms of the irrevocable undertakings relating to Naptron Management Ltd. and Stansbury International Ltd. referred to in this paragraph remain binding and shall continue to apply *mutatis mutandis* to the Increased Offer. These irrevocable undertakings will cease to be binding on the earlier of the following occurrences: (i) a third party announces a firm intention to make an offer for the entire issued and to be issued share capital of KAZ Minerals, which is declared wholly unconditional or, if implemented by way of a scheme of arrangement, becomes Effective; or (ii) the Increased Offer lapses or is withdrawn in accordance with its terms and Bidco publicly confirms that it does not intend to proceed with the Acquisition or to implement the Acquisition by way of a Scheme or otherwise.

## 7. Financing and Cash Confirmation

The Increased Offer Price payable to KAZ Minerals Shareholders by Bidco pursuant to the terms of the Acquisition will be financed with the proceeds of the VTB Facility Agreement, a summary of which is set out below.

VTB Capital is satisfied that sufficient resources are available to Bidco to satisfy in full the consideration payable to KAZ Minerals Shareholders under the terms of the Acquisition.

### ***VTB Facility Agreement***

Under the terms of the VTB Facility Agreement, VTB Bank has agreed to make available to Bidco a term loan facility in an aggregate amount equal to USD2,990,000,000 as subsequently increased to USD3,520,000,000 pursuant to the VTB Amendment and Restatement Agreement (“**VTB Facility A**”). An amount of VTB Facility A equal to USD53,000,000 was cancelled on 4 February 2021 such that the total commitments available under VTB Facility A amount to USD3,467,000,000. The VTB Facility Agreement also provides for the establishment of two further term loan facilities each up to a maximum amount of USD1,000,000,000 (“**VTB Facility B**” and “**VTB Facility C**”, and, together with VTB Facility A, the “**VTB Facilities**”) at the discretion of the lenders providing such VTB Facilities.

The proceeds of loans drawn by Bidco under VTB Facility A are to be applied towards converting such amounts from USD into GBP and financing the consideration payable by Bidco to KAZ Minerals Shareholders pursuant to the terms of the Acquisition and payment of the associated fees, costs and expenses up to a maximum amount of USD70,000,000 (other than any fees, costs and expenses payable to VTB Bank or its affiliates).

The consideration payable by Bidco to KAZ Minerals Shareholders pursuant to the terms of the Acquisition equals an amount of GBP2,244,611,702. Given the commitments available under VTB Facility A are denominated in USD, Bidco has entered into currency option transactions on: (i) 28 October 2020 to provide,

in aggregate, an amount of GBP1,860,000,000 with a strike price of 1.5026 USD for 1.0000 GBP, and (ii) 4 February 2021 to provide, in aggregate, an amount of GBP403,166,849 with a strike price of 1.5646 USD for 1.0000 GBP, each with an expiration date of 30 July 2021.

Once established, the proceeds of loans drawn under VTB Facility B and VTB Facility C may be used towards refinancing the PXF Facility Agreement (as defined in paragraph 8 below) and certain of the KAZ Minerals Group's other existing financing.

VTB Facility A is available to be drawn, subject to the satisfaction of the conditions precedent set out in the VTB Facility Agreement, from the date of the VTB Facility Agreement to the date on which the Certain Funds Period (as defined below) expires. VTB Facility B and VTB Facility C are available to be drawn subject to the terms agreed with the relevant lenders at such time the VTB Facilities become committed.

Under the VTB Facility Agreement, "**Certain Funds Period**" is defined as the period commencing on (and including) 27 October 2020 (the "**VTB Signing Date**") and ending on (and including) the earlier to occur of: (a) where the Acquisition is to be implemented by way of a Scheme, (i) the date on which the Scheme lapses or is withdrawn with the consent of the Panel (if required) or by order of the Court (unless, on or prior to that date, Bidco has delivered an offer conversion notice to VTB Bank and the offer press release for the Increased Offer has been released) and (ii) 11:59 p.m. London time on the date on which KAZ Minerals has become wholly owned by Bidco, Kinton, Harper, Perry and Cuprum (together, the "**SPVs**") and all of the consideration payable under the Acquisition in respect of the KAZ Minerals Shares or proposals made or to be made under Rule 15 of the Takeover Code in connection with the Acquisition, has in each case been paid in full; (b) where the Acquisition is to be implemented by way of the Increased Offer, (i) the date on which the Increased Offer lapses, terminates or is withdrawn in accordance with its terms and in compliance with the Takeover Code, the requirements of the Panel and all applicable laws and regulations and (ii) the date which is 30 days after the later of (A) the unconditional date and (B) the date on which the Increased Offer has closed for further acceptances or, in each case, if Bidco has issued the requisite notices to shareholders of KAZ Minerals prior to such date, such longer period as is necessary to complete the squeeze-out procedure; and (c) 11:59 p.m. London time on 30 July 2021, provided that, for the avoidance of doubt, the switch from the Scheme to the Increased Offer or from the Increased Offer to a Scheme (or, for the avoidance of doubt, any permitted amendments to the terms or conditions of a Scheme or the Increased Offer) shall not constitute a lapse, termination or withdrawal for the purposes of this definition.

The final maturity date of the VTB Facilities is the date falling 60 months after the VTB Signing Date (the "**VTB Termination Date**"). The VTB Termination Date may be extended at the request of Bidco, subject to individual lender consent, by exercise of an extension option any time during the period starting 12 months prior to the VTB Termination Date and ending three months prior to the VTB Termination Date, to the date falling 84 months after the VTB Signing Date. Each VTB Facility is repayable in quarterly instalments of 5 per cent. of the aggregate amount of loans borrowed under the relevant VTB Facility at the end of its availability period commencing with the date falling 39 months after the VTB Signing Date and then in full on the applicable termination date. The VTB Facilities may also be voluntarily prepaid and/or cancelled by Bidco upon not less than 10 business days' prior notice and subject to any prepayment fees payable under the terms of the VTB Facility Agreement. The VTB Facility Agreement contains customary mandatory prepayment events in case of illegality, change of control and sanctions events.

The VTB Facility Agreement also contains a lender prepayment option in respect of VTB Facility A which can be exercised on the instructions of the majority lenders as follows:

- up to USD450,000,000 during the period commencing 90 days after first utilisation of VTB Facility A ("**First Utilisation**") and ending on (but excluding) the date falling 12 months after First Utilisation (the "**Initial Prepayment Option**");
- up to an amount not exceeding 4.00% of all loans borrowed under VTB Facility A as at the last day of its availability period during each of the 2022 and 2023 calendar years (the "**Annual Prepayment Option**"); and

- up to an amount not exceeding 1.00% of all loans borrowed under VTB Facility A as at the last day of its availability period during each of the 2022 and 2023 calendar quarters (the “**Quarterly Prepayment Option**”),

in each case subject to the parameters set out in the VTB Facility Agreement and in respect of the Annual Prepayment Option and Quarterly Prepayment Option, deducting amounts already voluntarily prepaid or otherwise prepaid or required to be prepaid pursuant to other exercises of the Annual Prepayment Option and Quarterly Prepayment Option. The Initial Prepayment Option can be exercised on 15 business days’ notice, the Annual Prepayment Option can be exercised on 30 business days’ notice and the Quarterly Prepayment Option can be exercised on 30 days’ notice.

The rate of interest for each loan drawn under the VTB Facilities is the aggregate of the applicable margin and LIBOR (subject to a zero per cent. floor). The margin in relation to any loan is 5.50 per cent per annum subject to certain adjustments specified in the VTB Facility Agreement being (i) a reduction of 0.25 per cent. per annum if all components of the obligor coverage ratio exceed 75 per cent. or (ii) an increase of 1.00 per cent. per annum if an event of default is continuing (other than a non-payment event of default in which case customary default interest provisions will apply). Commitment fees and facility fees are also payable under the terms of the VTB Facility Agreement, VTB Amendment and Restatement Agreement and ancillary documentation.

Bidco’s obligations under the VTB Facility Agreement are guaranteed by Bidco, Holdco and the SPVs. The obligations of the guarantors are joint and several. In addition, the VTB Facility Agreement benefits from (i) a Dutch law share pledge granted by Holdco over its shares in Bidco, (ii) a Dutch law omnibus pledge granted by Bidco over its receivables, (iii) a German law account pledge granted by Bidco over its bank accounts, (iv) a German law deposit account pledge granted by Bidco over the securities account which will hold any dematerialised shares in KAZ Minerals acquired by Bidco pursuant to the Acquisition, (v) an English law share charge granted by Bidco over the shares it will acquire in KAZ Minerals, (vi) an English law share charge granted by the SPVs over their shares in KAZ Minerals, (vii) an English law security assignment granted by Bidco, Holdco and the SPVs over Bidco’s rights under its agreement with the Receiving Agent and any future assigned contracts, and (viii) an English law share charge granted by Oleg Novachuk over his shares in KAZ Minerals.

In connection with the VTB Amendment and Restatement Agreement and increase of VTB Facility A, supplemental or junior ranking security was granted in favour of VTB Bank in respect of each of the security documents listed above (other than the supplemental English law share charge by Oleg Novachuk over his shares in KAZ Minerals which is required to be entered into as a condition subsequent within 15 business days of the effective date of the VTB Amendment and Restatement Agreement).

The VTB Facility Agreement contains customary representations and warranties, affirmative and negative covenants (including covenants in respect of financial indebtedness, disposals, security, permitted holding company activity, dividends and share redemption, acquisitions, mergers, loans, guarantees, maintenance of a minimum rating and conduct of the Increased Offer and/or Scheme), indemnities and events of default, each with appropriate carve-outs and materiality thresholds applicable to the obligors (and, where appropriate, members of the group).

In addition, the VTB Facility Agreement contains certain guarantor coverage tests, financial covenants and minimum production targets consisting of (i) an obligor coverage ratio requiring a minimum percentage of total EBITDA, revenue, assets, production and reserves of the obligors, (ii) a leverage ratio starting at 5.50:1.00 and stepping down to 4.00:1.00 over the life of the VTB Facilities, (iii) an interest cover ratio of 2.00:1.00, (iv) capital expenditure limits and (v) copper equivalent production targets in respect of copper, gold, silver and zinc. Bidco is also required to procure that, by the date falling 180 days after First Utilisation, (i) each of KAZ Minerals, KAZ Minerals Bozymchak LLC, KAZ Minerals Bozshakol LLC and Vostoksvetmet LLC accedes to the VTB Facility Agreement as a guarantor and security is granted over their shares or other ownership interests held by members of the group, (ii) a share pledge is granted over the shares in KAZ Minerals Baimskaya Holdings Limited and (iii) unless non-recourse financing for the Baimskaya project has been put in place, a share pledge is granted over the shares in GDK Baimskaya LLC.

## 8. Material contracts

### 8.1 *Bidco*

Save for the Cooperation Agreement, which is summarised in paragraph 9 of Appendix V of this document, and the VTB Facility Agreement which is summarised in paragraph 7 above, there have been no contracts entered into by Bidco, or any of its subsidiaries during the period commencing on 28 October 2018 (the date two years before the commencement of the Offer Period) and ended on the Latest Practicable Date which are outside the ordinary course of business and which are or may be considered material.

### 8.2 *KAZ Minerals*

Save as disclosed below and for the Cooperation Agreement, which is summarised in paragraph 9 of Appendix V of this document, there have been no contracts entered into by KAZ Minerals or any of its subsidiaries during the period commencing on 28 October 2018 (the date two years before the commencement of the Offer Period) and ended on the Latest Practicable Date which are outside the ordinary course of business and which are or may be considered material:

#### (a) *PXF Facility Agreement*

On 28 January 2020, KAZ Minerals Finance PLC (a wholly-owned subsidiary of KAZ Minerals) as borrower (the “**PXF Borrower**”) entered into an amendment and restatement agreement (the “**PXF ARA**”) to amend and restate a pre-export finance facility agreement originally dated 12 December 2012 entered into with Deutsche Bank AG, Amsterdam Branch as agent (the “**PXF Agent**”) and account bank, ING Bank N.V. as trustee, certain banks and other financial institutions as lenders and arrangers and KAZ Minerals and KAZ Minerals Sales Limited (the “**Trader**”) as guarantors (the facility agreement as amended and restated by the PXF ARA, the “**PXF Facility Agreement**”) relating to the sale and export of copper under sales and export contracts.

The total commitments made available under the PXF Facility Agreement amounted to USD1,000,000,000 and the facility was fully drawn at the end of the availability period on 31 March 2020.

The facility is a term loan facility and is repayable in equal monthly instalments starting from 31 January 2021 until 31 December 2024 (the “**PXF Termination Date**”). The PXF Termination Date can be extended at the request of the PXF Borrower, subject to the consent of each individual lender, with two annual extension options exercisable on the first and second anniversary dates of signing of the PXF ARA (the “**Extension Options**”). On 27 November 2020, the PXF Agent confirmed that all lenders had agreed to postpone the period during which the PXF Borrower is permitted to deliver the first extension request by six (6) months to 28 May 2021. If exercised, the Extension Options would extend the final maturity of the facility to 31 December 2025 or 31 December 2026 respectively. A balloon repayment of one-third of the facility amount (around \$333 million) is originally repayable on 31 December 2024, or if the Extension Options are exercised would be repayable in equal monthly instalments during 2025 and 2026.

The PXF Borrower is required to apply all amounts borrowed by it under the PXF Facility Agreement for trade finance and general corporate purposes.

Borrowings under the PXF Facility Agreement bear interest at a rate equal to US dollar LIBOR (subject to a floor of 0 per cent.) plus an applicable margin. The margin is variable during the life of the facility ranging between 2.25 per cent. and 3.50 per cent., depending on the ratio of net debt to EBITDA, to be tested semi-annually. Initially at signing of the PXF ARA the margin was set at 2.50 per cent.



The PXF Facility Agreement contains customary prepayment provisions, including mandatory prepayment events in case of illegality and a change of control in respect of KAZ Minerals (unless such control is exercised by certain existing shareholders).

The borrowings under the PXF Facility Agreement are guaranteed by KAZ Minerals, the Trader and Vostoksvetmet LLC, and are secured by (i) an assignment granted by the Trader over its rights under designated sales contracts and certain export contracts, (ii) a pledge granted by the Trader over its collection account and (iii) an assignment granted by Vostoksvetmet LLC over its rights under certain export contracts entered into with the Trader.

The PXF Facility Agreement contains financial covenants customary for a facility of this nature, including requirements: (i) for the Trader to maintain specified sales coverage ratios; and (ii) for KAZ Minerals to ensure compliance with specified gearing ratios, a cap on maximum indebtedness and minimum liquidity requirements.

The PXF Facility Agreement otherwise contains customary representations, undertakings and events of default for financings of this nature.

(b) *DBK Facility Agreement*

On 14 June 2019, KAZ Minerals Aktogay LLC as borrower (the “**DBK Borrower**”) entered into a supplemental agreement (the “**DBK Amendment**”) to amend a facility agreement originally dated 14 December 2016 entered into with “Development Bank of Kazakhstan” Joint Stock Company (“**DBK**”) as lender (the “**Original DBK Facility Agreement**” and, as amended by the DBK Amendment, the “**DBK Facility Agreement**”).

The total commitments available under the DBK Facility Agreement amount to USD900,000,000, provided under two term facilities, sub-limit No. 1 in the total amount of USD300,000,000 (“**Sub-limit 1**”) and sub-limit No. 2 in the total amount of USD600,000,000 (“**Sub-limit 2**”). Sub-limit 1 was available to be drawn within six months after the date of the Original DBK Facility Agreement and is repayable in 14 equal semi-annual instalments commencing with the first repayment in June 2018 until the final repayment in June 2025. Sub-limit 2 is available to be drawn until and including 26 April 2022 and is repayable in 26 equal semi-annual instalments commencing with the first repayment in June 2022 until the final repayment in June 2034. All future borrowings under the DBK Facility Agreement are subject to satisfaction of certain conditions precedent set out in the DBK Facility Agreement.

The DBK Borrower shall apply all amounts borrowed by it under the DBK Facility Agreement for the purposes of financing of the construction of the Aktogay Mining and Processing Plant in the East Kazakhstan Oblast (the “**Investment Project**”).

Borrowings under Sub-limit 1 bear interest at a rate equal to 6-month US dollar LIBOR plus a margin equal to 4.50 per cent. per annum. Borrowings under Sub-limit 2 bear interest at a rate equal to 6-month US dollar LIBOR plus a margin equal to 3.90 per cent. per annum.

Interest under both Sub-limit 1 and Sub-limit 2 is payable in semi-annual instalments in May and November of each year.

The DBK Facility Agreement contains prepayment provisions, including, but not limited to, mandatory prepayment events if: (i) KAZ Minerals ceases (directly or indirectly) to control less than 51 per cent. of the share capital of the DBK Borrower; (ii) the Investment Project completion date or the date of the first concentrate production under the Investment Project occurs after 31 December 2021; or (iii) participation of KAZ Minerals in the Investment Project is terminated.

A change of control in respect of the DBK Borrower, as a result of which at least 10 per cent. of the share capital of the DBK Borrower is transferred: (i) to a person which is not a member of KAZ Minerals Group without the prior written consent of DBK; or (ii) to a person which is a member of the KAZ Minerals Group without the prior written notice to DBK, shall be

considered an event of default under the DBK Facility Agreement. The borrowings under the DBK Facility Agreement are guaranteed by KAZ Minerals.

The DBK Facility Agreement otherwise contains customary representations, undertakings and events of default for financings of this nature, including in relation to the Investment Project (including, but not limited to, an obligation of the DBK Borrower to ensure financing of the Investment Project in the amount of not less than USD300,000,000 through the charter capital of the DBK Borrower).

(c) *CAT Facility Agreement*

On 15 November 2019, KAZ Minerals Finance PLC (a wholly-owned subsidiary of KAZ Minerals) as borrower (the “**CAT Borrower**”), entered into a facility agreement (the “**CAT Facility Agreement**”) with Caterpillar Financial Services (UK) Limited as original lender, facility agent and security agent (“**Caterpillar**”) and KAZ Minerals as guarantor.

On 7 December 2020, the CAT Borrower, Caterpillar and KAZ Minerals entered into an amendment and restatement of the CAT Facility Agreement (the “**Amended CAT Facility Agreement**”).

The total commitments available under the Amended CAT Facility Agreement amount to USD100,000,000, provided under two term loan facilities, facility A in the total amount of up to USD60,000,000 (“**CAT Facility A**”) and facility B in the total amount of up to USD40,000,000 (“**CAT Facility B**”). CAT Facility A is available to be drawn until 15 December 2021 (or such later date agreed between the parties) and is repayable in quarterly instalments commencing in December 2020 until the final repayment date in December 2026. CAT Facility B is available to be drawn until 15 December 2021 and is repayable in quarterly instalments commencing in December 2020 until the final repayment date in December 2023. CAT Facility B is a revolving facility, with amounts repaid available for re-drawing in an amount not exceeding the value of CAT components used in overhauled equipment over the previous 12 months. All future borrowings under the Amended CAT Facility Agreement are subject to satisfaction of customary conditions precedent for financings of this nature.

The CAT Borrower shall apply all amounts borrowed by it under the Amended CAT Facility Agreement for the purposes of financing and/or refinancing the purchase of certain new equipment and components manufactured by Caterpillar and refinancing its previous expenditure on certain existing equipment and components manufactured by Caterpillar.

Borrowings under the Amended CAT Facility Agreement bear interest at a rate equal to US dollar LIBOR (subject to a floor of 0 per cent.) plus an applicable margin. The margin is variable during the life of the facility ranging between 2.25 per cent. and 3.50 per cent., depending on the ratio of net debt to EBITDA, to be tested semi-annually. Initially at signing of the CAT Facility Agreement the margin was set at 3.00 per cent. Effective from 15 December 2020 the margin reduced to 2.50 per cent.

The Amended CAT Facility Agreement contains prepayment provisions, including, but not limited to, mandatory prepayment events in case of illegality, a change of control in respect of KAZ Minerals (unless such control is exercised by certain existing shareholders), the occurrence of a total loss event in relation to certain equipment, the total value of which exceeds USD1,000,000 and which is not replaced, and any breach of certain representations and undertakings related to sanctions.

The borrowings under the Amended CAT Facility Agreement are guaranteed by KAZ Minerals and are secured by pledges over certain equipment entered into by the equipment users, including KAZ Minerals Bozshakol LLC, KAZ Minerals Aktogay LLC and any additional equipment users designated as such under the Amended CAT Facility Agreement (the “**Equipment Users**”).

The Amended CAT Facility Agreement requires KAZ Minerals to ensure compliance with financial covenants customary for a facility of this nature, including compliance with certain specified gearing ratios and minimum liquidity requirements. The Amended CAT Facility Agreement contains customary representations, undertakings and events of default for financings of this nature and also certain event of defaults which extend to the Equipment Users (including, among others, events of default relating to ownership, creation of security, disposals and maintenance of certain equipment).

## **9. Offer-related arrangements**

Details of any offer-related arrangements entered into in connection with the Acquisition are set out below.

### ***Confidentiality Agreement***

On 8 October 2020, Bidco, Kinton and KAZ Minerals entered into a confidentiality agreement (the “**Confidentiality Agreement**”) in relation to the Acquisition, pursuant to which, amongst other things, Bidco has undertaken to keep information relating to KAZ Minerals and to the Acquisition confidential and not to disclose it to third parties (with certain exceptions). These confidentiality obligations will remain in force until the second anniversary of the date of the Confidentiality Agreement (or, if earlier, the completion of the Acquisition). The Confidentiality Agreement contains standstill provisions which restrict Bidco and its associated persons from acquiring or seeking to acquire interests in certain securities of KAZ Minerals; with those restrictions ceasing to apply upon the release of the 2.7 Announcement. The Confidentiality Agreement contains provisions pursuant to which Bidco has agreed not to solicit certain employees of the KAZ Minerals Group, subject to customary carve-outs, for a period of 12 months from the date of the Confidentiality Agreement. Kinton has agreed to guarantee the obligations of Bidco under the Confidentiality Agreement.

### ***Bid Conduct Agreement***

Oleg Novachuk, Vladimir Kim, Holdco and Bidco have entered into a bid conduct agreement (the “**Bid Conduct Agreement**”), pursuant to which they have agreed certain principles in accordance with which they intend to co-operate in respect of the Acquisition. The terms of the Bid Conduct Agreement include an agreement not to pursue a competing proposal with respect to KAZ Minerals or take any action to frustrate the Acquisition or solicit or induce another person to make a competing proposal until such time as, among others, the offer (once made) completes, is withdrawn or lapses, a competing offer is effective or completes or they collectively agree to no longer pursue a transaction.

### ***Cooperation Agreement***

On 28 October 2020, Bidco, Kinton and KAZ Minerals entered into a cooperation agreement (the “**Cooperation Agreement**”), pursuant to which, among other things, Bidco and KAZ Minerals have agreed to co-operate: (i) in relation to obtaining any consents, clearances, permissions, waivers and/or approvals as may be necessary, and the making of all filings as may be necessary, from or under the law, regulations or practices applied by any applicable regulatory authority in connection with the Acquisition; and (ii) in preparing and implementing appropriate proposals in relation to the KAZ Minerals Share Plans. In addition, Bidco agreed to certain provisions on the switch from the Scheme to a contractual takeover offer and the approach to be followed after the Effective Date in respect of certain employee matters. Kinton has agreed to guarantee the obligations of Bidco under the Cooperation Agreement.

The Cooperation Agreement will terminate in certain circumstances, including if: (i) the Acquisition is withdrawn, terminated or lapses; (ii) a competing offer completes, becomes effective or is declared unconditional; (iii) the Independent Committee of KAZ Minerals withdraws its recommendation of the Acquisition; (iv) the Increased Offer does not become, or is declared, unconditional in all respects by the Long Stop Date; or (v) otherwise as agreed between Bidco and KAZ Minerals.

### ***Shareholders Agreement***

On 27 October 2020, Holdco and the Consortium entered into a shareholders agreement (the “**Shareholders Agreement**”) which governs: (i) the terms on which the parties have agreed to invest in Holdco and their rights and obligations as directors and shareholders in relation to the operation and management of Holdco; and (ii) the mutual relationship between the shareholders and their rights and obligations in respect of their shareholdings in Holdco, all in conjunction with the articles of association of Holdco.

### ***Share Exchange Agreement***

Oleg Novachuk, Holdco, Bidco and certain other companies wholly-owned (either directly or indirectly) by the Consortium members entered into the Share Exchange Agreement on 27 October 2020 (as amended to correct a typographical error on 7 December 2020) under which Bidco has agreed to acquire 186,079,209 KAZ Minerals Shares owned or controlled (either directly or indirectly) by the Consortium, representing approximately 39.38 per cent. of the existing issued share capital (excluding shares held in treasury) of KAZ Minerals on the Latest Practicable Date, conditional, and effective, upon (i) satisfaction, or if applicable waiver, of all Conditions to the Increased Offer other than the Condition set out in paragraph 1(a) of Part A of Appendix I to this document; and (ii) sufficient acceptances of the Increased Offer having been received such that, when added to the KAZ Minerals Shares to be transferred to Bidco pursuant to the Share Exchange Agreement, would satisfy the Condition set out in paragraph 1(a) of Part A of Appendix I to this document. In consideration for the acquisition of such KAZ Minerals Shares from the Consortium, Holdco will issue additional shares in the capital of Holdco to certain wholly-owned (either direct or indirect) subsidiaries of each of the Consortium members upon satisfaction of the conditions described above. At the Effective Date, Oleg Novachuk will indirectly own 36.5 per cent. of Holdco and Vladimir Kim will indirectly own 63.5 per cent. of Holdco.

## **10. Service Contracts and Remuneration**

### **10.1 KAZ Minerals Executive Directors**

The particulars of the service contracts between KAZ Minerals and each KAZ Minerals Executive Director are set out below. No such service contract has been entered into or amended during the six months preceding publication of this document, however, since September 2020 KAZ Minerals has provided accommodation for Oleg Novachuk as set out below.

#### **(a) General terms**

<i>Name</i>	<i>Continuous employment start date</i>	<i>Service contract date</i>	<i>Current salary per annum (£)</i>	<i>Notice by KAZ Minerals Services Limited (months)</i>	<i>Notice by Executive Director (months)</i>
Oleg Novachuk	1 June 2001	12 April 2017	856,000 <sup>(1)</sup>	3	3
Andrew Southam	8 February 2006	8 March 2013 <sup>(2)</sup>	650,250	12	6

#### **Notes:**

- (1) This figure is the combined total salary under the service agreements entered into by Oleg Novachuk with KAZ Minerals and KAZ Minerals Holding BV respectively.
- (2) The effective date of Andrew Southam’s service contract is 18 May 2013.

The KAZ Minerals Executive Directors receive benefits including health insurance and relocation assistance, where appropriate. Since September 2020, KAZ Minerals has provided Oleg Novachuk with accommodation in Moscow, with an approximate value of RUB 450,000 per month.

The KAZ Minerals Executive Directors are entitled to participate in annual bonus and long term incentive arrangements. For 2020, the maximum bonus opportunity was up to 150 per cent. of annual base salary, with a target bonus of up to 75 per cent. of annual base salary. A portion of any bonus awarded may be required to be deferred into shares. In 2020, the

maximum award under the LTIP was set at 150 per cent. for Oleg Novachuk and 200 per cent. for Andrew Southam.

Oleg Novachuk also has an employment agreement dated 12 April 2017 with KAZ Minerals Holding BV (a wholly-owned subsidiary of KAZ Minerals), which is terminable on three months' notice by either party. Oleg Novachuk does not receive any pension benefits.

Andrew Southam is entitled to receive pension contributions and/or a cash allowance, with a total value of up to 10 per cent. of his base salary, in line with the wider UK workforce.

(b) *Termination provisions*

KAZ Minerals may terminate the executive directors' service contracts by giving the notice as specified in paragraph 10.1(a) above. Alternatively, KAZ Minerals may elect to terminate the service contracts with immediate effect by making payments in lieu of notice which will not exceed either 3 months' basic salary for Oleg Novachuk or 12 months' basic salary for Andrew Southam. The service contracts provided that such payments are to be reduced or stopped where the executive director receives remuneration from other employment during their notice period, however pursuant to the terms of the Cooperation Agreement this mitigation obligation will not apply where the employer terminates the employment by making a payment in lieu of notice. The KAZ Minerals Executive Directors' service contracts can be terminated immediately by KAZ Minerals for cause, as defined in their service contracts.

## 10.2 *KAZ Minerals Non-Executive Directors*

The particulars of the letters of appointment between KAZ Minerals and each KAZ Minerals Non-Executive Director are set out below.

<i>Name</i>	<i>Title</i>	<i>Date of contract<sup>(1)</sup></i>	<i>Initial term (years)</i>	<i>Total fees per year (£)</i>
Michael Lynch-Bell	Senior Independent Non-Executive Director Deputy Chair	16 November 2020	3	225,000
Lynda Armstrong	Independent Non-Executive Director	27 June 2019	3	111,000 <sup>(2)</sup>
Alison Baker	Independent Non-Executive Director	16 November 2020	3	99,000 <sup>(3)</sup>
Vladimir Kim	Non-Executive Director	27 June 2019	3	454,000 <sup>(4)</sup>
John MacKenzie	Independent Non-Executive Director	7 March 2018	3	112,500 <sup>(5)</sup>
Charles Watson	Independent Non-Executive Director	16 November 2020	2 (approx.)	116,500 <sup>(6)</sup>

**Notes:**

- (1) Each of these Directors was appointed for an initial three-year term or, in the case of Charles Watson, a term expiring on 24 August 2020. Following the expiry of these terms for Charles Watson (on 24 August 2020), Alison Baker (on 9 October 2020) and Michael Lynch-Bell (on 1 January 2021), their appointments were extended by agreements dated 16 November 2020 on substantially the same terms, save that there is no longer a fixed term of appointment.
- (2) Lynda Armstrong's total fees comprise £84,000 as non-executive director base fee, £12,000 as Chair of the Remuneration Committee, £9,000 as a member of the Health, Safety and Sustainability Committee and £6,000 as a member of the Projects Assurance Committee.
- (3) Alison Baker's total fees comprise £84,000 as non-executive director base fee and £15,000 as Chair of the Audit Committee.
- (4) Vladimir Kim's total fees comprise £84,000 as non-executive director base fee and £370,000 under his employment agreement with KAZ Minerals Management LLP.
- (5) John MacKenzie's total fees comprise £84,000 as non-executive director base fee, £12,000 as Chair of the Projects Assurance Committee, £7,500 as a member of the Audit Committee and £9,000 as a member of the Health, Safety and Sustainability Committee.

- (6) Charles Watson's total fees comprise £84,000 as non-executive director base fee, £15,000 as Chair of the Health, Safety and Sustainability Committee, £7,500 as a member of the Audit Committee, £4,000 as a member of the Remuneration Committee and £6,000 as a member of the Projects Assurance Committee.

Vladimir Kim also has an employment agreement with KAZ Minerals Management LLP dated 1 January 2015, which provides for a one-month notice period. This is an advisory role assisting and supporting KAZ Minerals in its dealings with the government and regional authorities in Kazakhstan.

The KAZ Minerals Non-Executive Directors are covered by the KAZ Minerals Directors' liability insurance policy and have been granted indemnities to the extent permitted by law. They are not entitled to any other benefits.

The fees paid to the KAZ Minerals Non-Executive Directors are reviewed regularly by the KAZ Minerals Remuneration Committee but no specific timings for review are stipulated. KAZ Minerals Non-Executive Directors receive a base fee, with additional fees payable for additional board responsibilities such as chairing and being a member of KAZ Minerals' committees.

The KAZ Minerals Non-Executive Directors' appointments are subject to the KAZ Minerals Articles. The KAZ Minerals Non-Executive Directors' appointments are required to be reconfirmed annually at KAZ Minerals' annual general meeting and they are normally appointed for two consecutive three year terms, with any additional term being subject to rigorous review and taking into account the need to progressively refresh the KAZ Minerals Board. If the KAZ Minerals Shareholders do not vote in favour of any of the KAZ Minerals Non-Executive Directors' re-election, their appointments will terminate automatically, with immediate effect and without compensation. The KAZ Minerals Non-Executive Directors' appointments may be terminated by KAZ Minerals by giving one month's written notice, other than for Michael Lynch-Bell who has a three-month notice period. KAZ Minerals is also entitled to terminate the appointments of the KAZ Minerals Non-Executive Directors with immediate effect for cause, as defined in their appointment letters. The appointment letters for the KAZ Minerals Non-Executive Directors do not allow for payments to be made in lieu of notice.

10.3 Save as disclosed in this paragraph 10 of this Appendix:

- (a) there are no existing or proposed service contracts between any KAZ Minerals Director or proposed director of KAZ Minerals and any member of the KAZ Minerals Group, and no such contract has been entered into or amended within the six months preceding the date of this document;
- (b) no KAZ Minerals Director is entitled to commission or profit-sharing arrangements; and
- (c) other than statutory compensation and payment in lieu of notice, no compensation is payable by KAZ Minerals to any KAZ Minerals Director upon early termination of their appointment.

Save as set out in this document, the effect of the Acquisition on the interests of the KAZ Minerals Directors does not differ from its effect on the like interests of any other holder of KAZ Minerals Shares.

## 11. Other Information

- (a) Except as disclosed in this document, no agreement, arrangement or understanding (including any compensation arrangement) exists between Bidco or any concert party of Bidco and any of the directors, recent directors, shareholders or recent shareholders of KAZ Minerals or any person interested or recently interested in shares of KAZ Minerals having any connection with or dependence on the Acquisition.
- (b) Except as disclosed in this document, there is no agreement, arrangement or understanding by which any securities acquired in pursuance of the Acquisition will be transferred to any other person, but Bidco reserves the right to transfer any such shares to any member of the Bidco Group.
- (c) Each of Citigroup, UBS and VTB Capital has given and not withdrawn its consent to the issue of this document with the inclusion of their advice in the form and context in which it appears.

- (d) Except as disclosed in this document, there has been no significant change in the financial or trading position of KAZ Minerals since 31 December 2019 (the date to which the latest audited accounts of KAZ Minerals were prepared).

## 12. Fees and Expenses

Bidco estimates that the aggregate fees and expenses expected to be incurred by Bidco in connection with the Increased Offer will be £63.0-100.8m (plus applicable VAT and other taxes). Set out below are the estimates of aggregate fees and expenses expected to be incurred in relation to:

<i>Category</i>	<i>Amount</i> <i>(£'000)</i> <sup>(1)</sup>
Financing arrangements	51,602-61,725 <sup>(2)</sup>
Financial and corporate broking advice	2,300-10,300 <sup>(2)(3)</sup>
Legal advice	6,764-7,764 <sup>(3)</sup>
Accounting advice	62
Public relations advice	140-340 <sup>(2)</sup>
Other professional services	33
Other costs and expenses	2,088-20,568 <sup>(2)(4)</sup>
<b>Total</b>	<u>62,989-100,792</u>

### Note:

- (1) For illustrative purposes only, where fees and expenses have been incurred in (a) US Dollars, these have been converted into Sterling at a rate of £1:US\$ 1.3605; or (b) Euros, these have been converted into Sterling at a rate of £1:EUR 1.1293.
- (2) The amount payable in respect of the aggregate fees and expenses for these services depends on whether and when the Acquisition becomes Effective.
- (3) These fees and expenses are estimated as ranges as they include a discretionary fee element, the amount of which will be determined at the end of the transaction.
- (4) Includes, among other things, UK stamp duty, Panel fee and Receiving Agent fee.

KAZ Minerals estimates that the aggregate fees and expenses expected to be incurred by KAZ Minerals in connection with the Increased Offer will be £7.9-24.1 million (plus applicable VAT and other taxes). Set out below are the estimates of aggregate fees and expenses expected to be incurred in relation to:

<i>Category</i>	<i>Amount</i> <i>(£'000)</i>
Financial and corporate broking advice*	5,000-20,000
Legal advice*	2,025-3,025
Public relations advice*	700-900
Other professional services	72
Other costs and expenses**	78
<b>Total</b>	<u>7,875-24,075</u>

\* The total amount payable in respect of the aggregate fees and expenses for these services depends on whether the Acquisition becomes Effective. The total does not include disbursements.

\*\* Includes employee benefit trust fees and proxy adviser fees.

## 13. Documents

Copies of the following documents will be available, subject to certain restrictions relating to persons resident in a Restricted Jurisdiction, on KAZ Minerals' website at <https://www.kazminerals.com/investors/announcement/details/> and Bidco's website at <http://www.novaresourcesbv.com/Announcements.html> until the end of the Increased Offer (including any related competition reference period):

- (a) this Offer Document;

- (b) the Memorandum and Articles of Association of Bidco;
- (c) the Memorandum and Articles of Association of KAZ Minerals;
- (d) the Irrevocable Undertakings;
- (e) the unaggregated dealings of VTB Capital plc and VTB Bank (Europe) SE referred to in paragraph 4.4(c) of Appendix V of this document;
- (f) a copy of the written consent letters from each of Citigroup, UBS and VTB Capital referred to in paragraph 11(c) of this Appendix V;
- (g) copies of the Irrevocable Undertakings;
- (h) a copy of the 2.7 Announcement;
- (i) a copy of the Switch Announcement;
- (j) a copy of the announcement made by Bidco and KAZ Minerals on 4 February 2021, setting out the terms of the Increased Offer;
- (k) a copy of the KAZ Minerals Q4 2020 Production Report;
- (l) a copy of the KAZ Minerals 2020 Guidance Update;
- (m) a copy of the KAZ Minerals Q3 2020 Production Report;
- (n) a copy of the 2020 KAZ Minerals Half-Yearly Report;
- (o) a copy of the 2019 KAZ Minerals Annual Report;
- (p) a copy of the 2018 KAZ Minerals Annual Report;
- (q) the Confidentiality Agreement;
- (r) the Cooperation Agreement;
- (s) the Shareholders Agreement;
- (t) the Bid Conduct Agreement;
- (u) the Share Exchange Agreement;
- (v) the VTB Facility Agreement;
- (w) the VTB Facility Agreement Consent Letter; and
- (x) the VTB Amendment and Restatement Agreement.

Neither the content of the websites referred to in this document, nor the content of any website accessible from hyperlinks on websites referred to in this document, is incorporated into this document and such content does not form part of this document.

Dated: 8 February 2021



## APPENDIX VI

### DEFINITIONS

The following definitions apply throughout this document unless the context otherwise requires:

“2018 KAZ Minerals Annual Report”	the annual report and audited accounts of the KAZ Minerals Group for the 52 weeks ended 31 December 2018
“2019 KAZ Minerals Annual Report”	the annual report and audited accounts of the KAZ Minerals Group for the 52 weeks ended 31 December 2019
“2020 KAZ Minerals Half-Yearly Report”	the unaudited half-yearly report of the KAZ Minerals Group for the financial year ended 30 June 2020
“2.7 Announcement”	the announcement made by Bidco and KAZ Minerals pursuant to Rule 2.7 of the Takeover Code on 28 October 2020
“Acquisition”	the proposed recommended cash acquisition by Bidco of the entire issued and to be issued share capital of KAZ Minerals (other than the KAZ Minerals Shares already owned or controlled by either member of the Consortium) by means of the Increased Offer as described in this document (or, if Bidco so elects, subject to the consent of the Panel, by way of a Scheme)
“Annual Report and Accounts of KAZ Minerals”	the annual report and audited accounts of KAZ Minerals for the year ended 31 December 2019
“Aristus”	Aristus Holdings Limited, a private limited company incorporated in the Republic of Cyprus, whose registered office is at Mylona, 3 P.C. 3030, Limassol, Cyprus and with registered number HE194952
“associated undertaking”	shall be construed in accordance with paragraph 19 of Schedule 6 to The Large and Medium-sized Companies and Groups (Accounts and Reports) Regulations 2008 (SI 2008/410) but for this purpose ignoring paragraph 19(1)(b) of Schedule 6 to those regulations
“Authorisations”	regulatory authorisations, orders, grants, recognitions, confirmations, consents, licences, clearances, certificates, permissions or approvals
“Baimskaya”	the licence to develop the Baimskaya area, an undeveloped copper asset located in the Chukotka region of Russia
“Baimskaya SPA”	the share purchase agreement entered into between KAZ Minerals, KAZ Minerals Investments Ltd and Aristus Holdings Limited, dated 1 August 2018, relating to the acquisition of Baimskaya
“Bid Conduct Agreement”	the bid conduct agreement entered into between the Consortium, Holdco and Bidco dated 27 October 2020
“Bidco”	Nova Resources B.V. a private company with limited liability incorporated in the Netherlands, having its corporate seat in Amsterdam, whose registered office is at Strawinskylaan 1151, Tower C, Level 11, 1077 XX Amsterdam and with registered number 67335845, indirectly owned by the Consortium

<b>“Bidco Directors”</b>	the directors of Bidco, whose names are set out in paragraph 2(a) of Appendix V to this document
<b>“Bidco Group”</b>	Bidco, Holdco and Holdco’s subsidiary undertakings (excluding the Wider KAZ Minerals Group) and, where the context permits, each of them
<b>“Business Day”</b>	a day, not being a public holiday, Saturday or Sunday, on which clearing banks in London are open for normal business
<b>“Cash Offer TTE instruction”</b>	a Transfer to Escrow instruction (as described in the CREST Manual issued by Euroclear) in relation to KAZ Minerals Shares in uncertificated form meeting the requirements set out in paragraph 19.2.2 of the letter from Bidco contained in Part 2 of this document
<b>“certificated” or “certificated form”</b>	not in uncertificated form (that is, not in CREST)
<b>“CIS”</b>	the Commonwealth of Independent States
<b>“Citigroup”</b>	Citigroup Global Markets Limited
<b>“Closing Price”</b>	the closing middle market price of a KAZ Minerals Share as derived from the Daily Official List on any particular date
<b>“Companies Act”</b>	the Companies Act 2006, as amended from time to time
<b>“Computershare”</b>	Computershare Investor Services PLC
<b>“Conditions”</b>	the conditions to the implementation of the Acquisition (including the Increased Offer) which are set out in Part A of Appendix I to this document
<b>“Confidentiality Agreement”</b>	the confidentiality agreement entered into between Bidco, Kinton and KAZ Minerals dated 8 October 2020
<b>“Consideration Triggers”</b>	has the meaning given in paragraph 10 of Part 2 of this document
<b>“Consortium”</b>	together, Oleg Novachuk and Vladimir Kim
<b>“Consortium Group”</b>	each member of the Consortium and their respective associated undertakings and any other body corporate, partnership, joint venture or person in which any Consortium member and such undertakings (aggregating their interests) have an interest of more than 20 per cent. of the voting or equity capital or the equivalent, and where the context requires, each of them (but excluding the Wider KAZ Minerals Group and the Bidco Group)
<b>“Cooperation Agreement”</b>	the cooperation agreement entered into between Bidco, Kinton and KAZ Minerals dated 27 October 2020
<b>“Court”</b>	the High Court of Justice in England and Wales
<b>“CREST”</b>	the relevant system (as defined in the CREST Regulations) for paperless settlement of share transfers and the holding of shares in uncertificated form in respect of which Euroclear is the Operator (as defined in the CREST Regulations)
<b>“CREST Manual”</b>	the CREST manual referred to in agreements entered into by Euroclear

<b>“CREST member”</b>	a person who is, in relation to CREST, a system member (as defined in the Regulations)
<b>“CREST participant”</b>	a person who is, in relation to CREST, a system participant (as defined in the Regulations)
<b>“CREST payment”</b>	has the meaning given in the CREST Manual issued by Euroclear
<b>“CREST Regulations”</b>	the Uncertificated Securities Regulations 2001 (SI 2001/3755)
<b>“CREST sponsor”</b>	a person who is, in relation to CREST, a sponsoring system participant (as defined in the Regulations)
<b>“CREST sponsored member”</b>	a CREST member admitted to CREST as a sponsored member under the sponsorship of a CREST sponsor
<b>“Cuprum”</b>	Cuprum Holding Limited, a legal entity organised in the form of a limited liability company and registered under the laws of Malta with company registration number C 28661 whose registered office is at 4, V. Dimech Street, Floriana FRN 1504, Malta
<b>“Daily Official List”</b>	the daily official list of the London Stock Exchange
<b>“Dealing Disclosure”</b>	an announcement pursuant to Rule 8 of the Takeover Code containing details of dealings in interests in relevant securities of a party to an offer
<b>“Denalot”</b>	Denalot Worldwide Limited, a private limited company incorporated in the British Virgin Islands, whose registered office is at Trident Chambers, P.O. Box 146, Road Town, British Virgin Islands and with registered number 1662452
<b>“Disclosed”</b>	the information fairly disclosed by or on behalf of KAZ Minerals: (i) in the Annual Report and Accounts of KAZ Minerals; (ii) in the 2.7 Announcement and this document; (iii) in any announcement to a Regulatory Information Service prior to the date of this document; and (iv) otherwise in writing prior to the date of this document to Bidco, the Consortium or their respective advisers (in their capacity as such)
<b>“Disclosure Guidance and Transparency Rules”</b>	the disclosure guidance and transparency rules, made by the FCA, as amended from time to time
<b>“DSBP”</b>	the Kazakhmys Deferred Share Bonus Plan 2007 and/or the KAZ Minerals PLC 2017 Deferred Share Bonus Plan
<b>“EBITDA”</b>	earnings before interest, taxes, depreciation and amortisation
<b>“Effective”</b>	in the context of the Acquisition: (i) if the Acquisition is implemented by way of an Offer, the Increased Offer having been declared or having become unconditional in all respects in accordance with the requirements of the Takeover Code; or (ii) if the Acquisition is implemented by way of the Scheme, the Scheme having become effective pursuant to its terms
<b>“Effective Date”</b>	the date on which the Acquisition becomes Effective
<b>“Electronic Acceptance”</b>	the inputting and settling of a TTE instruction which constitutes or is deemed to constitute an acceptance of the Increased Offer on the terms set out in this document

<b>“ESA instruction”</b>	an Escrow Account Adjustment Input (AESN), transaction type “ESA” (as described in the CREST Manual issued by Euroclear)
<b>“Escrow Agent”</b>	the Receiving Agent in its capacity as escrow agent (as described in the CREST Manual issued by Euroclear)
<b>“Euroclear”</b>	Euroclear UK & Ireland Limited, incorporated in England and Wales with registered number 02878738
<b>“FCA”</b>	Financial Conduct Authority or its successor from time to time
<b>“FCA Handbook”</b>	the FCA’s Handbook of rules and guidance as amended from time to time
<b>“Ferris”</b>	Ferris Services Limited, a private limited company incorporated in the British Virgin Islands, whose registered office is at Wickham’s Cay II, Coastal Building, P.O. Box 2221, Road Town, Tortola, BVI and with registered number 1478762
<b>“First Closing Date”</b>	9 March 2021
<b>“Form of Acceptance”</b>	the form of acceptance and authority relating to the Increased Offer which will accompany this document for use by KAZ Minerals Shareholders with KAZ Minerals Shares in certificated form in connection with the Increased Offer
<b>“FSMA”</b>	the Financial Services and Markets Act 2000 (as amended from time to time)
<b>“Greenleas”</b>	Greenleas International Holdings Ltd, a private limited company incorporated in the British Virgin Islands, whose registered office is at Wickham’s Cay II, Coastal Building, P.O. Box 2221, Road Town, Tortola, BVI and with registered number 1014809
<b>“Harper”</b>	Harper Finance Limited, a private limited company incorporated in the British Virgin Islands under company number 410873 with registered address at Craigmuir Chambers, Road Town, Tortola VG1110, British Virgin Islands
<b>“Holdco”</b>	Vostok Cooper B.V. a private company with limited liability incorporated Amsterdam, whose registered office is at Strawinskyalaan 1151, Tower C, Level 11, 1077 XX Amsterdam and with registered number 73773123, indirectly owned by the Consortium
<b>“Holdco Directors”</b>	the directors of Holdco, whose names are set out in paragraph 2(b) of Appendix V to this document
<b>“Increased Offer”</b>	the recommended increased cash offer as described in this document being made by Bidco by way of a takeover offer as defined in Chapter 3 of Part 28 of the Companies Act to acquire the entire issued and to be issued share capital of KAZ Minerals (other than the KAZ Minerals Shares already owned or controlled by either member of the Consortium), on the terms and subject to the Conditions set out in this document and the Form of Acceptance (and, where the context admits, any subsequent revision, variation, extension or renewal of such offer, including any revision, variation, extension or renewal of such offer)
<b>“Increased Offer Price”</b>	780 pence in cash per KAZ Minerals Share

<b>“Independent Committee”</b>	the committee of the board of KAZ Minerals formed for the purposes of considering the Acquisition, consisting of the directors of KAZ Minerals other than Oleg Novachuk and Vladimir Kim, being as at the date of this document:
	(a) Michael Lynch-Bell;
	(b) Andrew Southam;
	(c) Lynda Armstrong;
	(d) Alison Baker;
	(e) John MacKenzie; and
	(f) Charles Watson
<b>“Irrevocable Undertakings”</b>	the irrevocable undertakings of the KAZ Minerals Directors and other KAZ Minerals Shareholders referred to in paragraph 6 of Appendix V to this document
<b>“ISIP”</b>	the Kazakhmys International Share Incentive Plan 2010
<b>“JORC”</b>	the Australasian Code for Reporting of Exploration Results, Mineral Resources and Ore Reserves published by the Joint Ore Reserves Committee of the Australasian Institute of Mining and Metallurgy, Australian Institute of Geoscientists and Minerals Council of Australia, as amended from time to time
<b>“KAZ Minerals 2020 Guidance Update”</b>	the guidance update of the KAZ Minerals Group dated 7 December 2020
<b>“KAZ Minerals”</b>	KAZ Minerals PLC
<b>“KAZ Minerals Articles”</b>	the articles of association of KAZ Minerals in force from time to time
<b>“KAZ Minerals Board”</b>	the KAZ Minerals Directors, collectively
<b>“KAZ Minerals Directors”</b>	the directors of KAZ Minerals, whose names are set out in paragraph 2(c) of Appendix V to this document
<b>“KAZ Minerals Executive Directors”</b>	the executive directors of KAZ Minerals as at the date of this document
<b>“KAZ Minerals Group”</b>	KAZ Minerals and its subsidiary undertakings and where the context permits, each of them
<b>“KAZ Minerals Non-Executive Directors”</b>	the non-executive directors of KAZ Minerals as at the date of this document
<b>“KAZ Minerals Q3 2020 Production Report”</b>	the unaudited production update of the KAZ Minerals Group for the 13 weeks ended 30 June 2020
<b>“KAZ Minerals Q4 2020 Production Report”</b>	the unaudited production update of the KAZ Minerals Group for the 13 weeks ended 31 December 2020
<b>“KAZ Minerals’ Registrar”</b>	Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol BS13 8AE
<b>“KAZ Minerals Remuneration Committee”</b>	the remuneration committee of KAZ Minerals PLC from time to time

<b>“KAZ Minerals Share Plans”</b>	the LTIP, the DSBP and the ISIP
<b>“KAZ Minerals Shareholders”</b>	the holders of KAZ Minerals Shares
<b>“KAZ Minerals Shares”</b>	the existing unconditionally allotted or issued and fully paid ordinary shares of 20 pence each in the capital of KAZ Minerals and any further shares which are unconditionally allotted or issued before the date on which the Increased Offer closes (or such earlier date or dates, not being earlier than the date on which the Increased Offer becomes, or is declared, unconditional as to acceptances or, if later, the First Closing Date of the Increased Offer, as Bidco may decide) but excluding in both cases any such shares held or which become held in treasury
<b>“Kazakhstan Stock Exchange”</b>	Kazakhstan Stock Exchange Joint-Stock Company or its successor from time to time
<b>“Kinton”</b>	Kinton Trade Ltd, a private limited company incorporated in the British Virgin Islands, under company number 561683 with registered address at Craigmuir Chambers, Road Town, Tortola VG1110, British Virgin Islands, which is wholly-owned by Oleg Novachuk
<b>“Latest Practicable Date”</b>	4 February 2021, being the latest practicable date prior to the publication of this document
<b>“LBMA”</b>	the London Bullion Market Association
<b>“Listing Rules”</b>	the listing rules, made by the FCA under Part 6 FSMA, as amended from time to time
<b>“LME”</b>	the London Metal Exchange
<b>“London Stock Exchange”</b>	the London Stock Exchange plc or its successor from time to time
<b>“Long Stop Date”</b>	30 July 2021 (or such later date as may be agreed between Bidco and KAZ Minerals and the Panel)
<b>“LTIP”</b>	the 2017 Long Term Incentive Plan and/or the Long Term Incentive Plan 2007
<b>“Market Abuse Regulation”</b>	the Market Abuse Regulation (EU) No 596/2014, as it forms part of UK law pursuant to the European Union (Withdrawal) Act 2018
<b>“member account ID”</b>	the identification code or number attached to any member account in CREST
<b>“Offer Document”</b>	this document and any other document containing the Increased Offer
<b>“Offer Period”</b>	the period commencing on (and including) 28 October 2020 and ending on whichever of the following dates shall be the latest: (i) 1.00 p.m. on the First Closing Date; (ii) the date on which the Increased Offer lapses or is withdrawn; and (iii) the time and date on which the Increased Offer becomes or is declared unconditional as to acceptances
<b>“Official List”</b>	the official list maintained by the FCA pursuant to Part VI of FSMA

<b>“Opening Position Disclosure”</b>	an announcement pursuant to Rule 8 of the Takeover Code containing details of interests or short positions in, or rights to subscribe for, any relevant securities of a party to an offer
<b>“Original Offer”</b>	the offer as described in the Switch Announcement and the 2.7 Announcement, to acquire the entire issued and to be issued share capital of KAZ Minerals, other than the KAZ Minerals Shares already owned or controlled by the Consortium, to be implemented by way of a takeover offer as defined in Chapter 3 of Part 28 of the Companies Act
<b>“Original Offer Price”</b>	the original offer price set out in the 2.7 Announcement and the Switch Announcement of 640 pence in cash per KAZ Minerals Share
<b>“Panel”</b>	the Panel on Takeovers and Mergers
<b>“participant ID”</b>	the identification code or membership number used in CREST to identify a CREST member or other CREST participant
<b>“Perry”</b>	Perry Partners S.A., a private limited liability incorporated in the British Virgin Islands under company number 606416 with registered address at 3076 Sir Francis Drake’s Highway, Tortola, Road Town, British Virgin Islands
<b>“PRA”</b>	Prudential Regulation Authority or its successor from time to time
<b>“PRC”</b>	the People’s Republic of China
<b>“Receiving Agent”</b>	Computershare Investor Services PLC
<b>“Registrar of Companies”</b>	the Registrar of Companies in England and Wales
<b>“Regulations”</b>	the Uncertificated Securities Regulations 2001
<b>“Regulatory Conditions”</b>	the antitrust and regulatory conditions to the implementation of the Acquisition (including the Increased Offer) which are set out in paragraphs 1(b) to 1(h) (inclusive) of Part A of Appendix I to this document
<b>“Regulatory Information Service”</b>	a regulatory information service as defined in the FCA’s Handbook of rules and guidance as amended from time to time
<b>“Relevant Pension Plan”</b>	the trust deeds, rules, policy or other governing documents constituting any pension scheme or other retirement or death benefit arrangement established for the directors, former directors, employees or former employees of any entity in the Wider KAZ Minerals Group or their dependants
<b>“relevant securities”</b>	KAZ Minerals Shares, other KAZ Minerals share capital and any securities convertible into or exchangeable for, and rights to subscribe for, any of the foregoing
<b>“Restricted Jurisdiction”</b>	any jurisdiction where local laws or regulations may result in a significant risk of civil, regulatory or criminal exposure if information concerning the Acquisition is sent or made available to KAZ Minerals Shareholders in that jurisdiction
<b>“Scheme”</b>	as the context requires: (i) the scheme of arrangement under Part 26 of the Companies Act between KAZ Minerals and the

	KAZ Minerals Shareholders, pursuant to which the Acquisition was proposed to be effected in the 2.7 Announcement; or (ii) if (with the consent of the Panel) the Acquisition is proposed to be implemented by means of a scheme of arrangement under Part 26 of the Companies Act, the scheme of arrangement between KAZ Minerals and the KAZ Minerals Shareholders, with or subject to any modification, addition or condition approved or imposed by the Court and agreed by KAZ Minerals and Bidco;
<b>“Share Exchange Agreement”</b>	the share exchange agreement dated 27 October 2020 (as amended on 7 December 2020) between, among others, Bidco, Holdco and Oleg Novachuk
<b>“Shareholders Agreement”</b>	the shareholders agreement dated 27 October 2020 between Holdco and the Consortium
<b>“Shareholder Helpline”</b>	+44 (0) 370 707 1100
<b>“SIP”</b>	the Kazakhmys UK Share Incentive Plan 2010
<b>“subsidiary”, “subsidiary undertaking” and “undertaking”</b>	shall be construed in accordance with the Companies Act
<b>“Switch Announcement”</b>	the announcement made by Bidco and KAZ Minerals on 7 December 2020, pursuant to which Bidco exercised its right to switch from a scheme of arrangement to a recommended takeover offer
<b>“Takeover Code”</b>	the City Code on Takeovers and Mergers, issued by the Panel on Takeovers and Mergers, as amended from time to time
<b>“TFE instruction”</b>	a Transfer from Escrow instruction (as described in the CREST Manual issued by Euroclear)
<b>“Third Party”</b>	any relevant government or governmental, quasi-governmental, supranational, statutory, regulatory, environmental or investigative body, antitrust regulator, central bank, court, trade agency, association, institution, any entity owned or controlled by any relevant government or state, or any other body or person whatsoever in any relevant jurisdiction
<b>“TTE instruction”</b>	a Cash Offer TTE instruction or other Transfer to Escrow instruction (as described in the CREST Manual issued by Euroclear) (as the context requires)
<b>“UBS”</b>	UBS AG London Branch
<b>“UK” or “United Kingdom”</b>	United Kingdom of Great Britain and Northern Ireland
<b>“uncertificated” or “in uncertificated form”</b>	recorded on the relevant register as being held in uncertificated form in CREST and title to or interests in which may be transferred by means of CREST
<b>“undertaking”</b>	has the meaning given in section 1161 of the Companies Act 2006
<b>“US” or “United States”</b>	United States of America
<b>“US Exchange Act”</b>	US Securities Exchange Act of 1934 (as amended)
<b>“US holder”</b>	a US person as defined in Regulation 14E and Regulation S under the US Exchange Act



<b>“VAT”</b>	value added tax or any similar sales or turnover tax
<b>“VTB Amendment and Restatement Agreement”</b>	the amendment and restatement agreement dated 4 February 2021 between, amongst others, Bidco, Holdco and VTB Bank
<b>“VTB Bank”</b>	VTB Bank (PJSC)
<b>“VTB Capital”</b>	VTB Capital plc
<b>“VTB Facility Agreement”</b>	the senior term loan facilities agreement dated 27 October 2020 between, amongst others, Bidco, Holdco and VTB Bank as amended and restated pursuant to the VTB Amendment and Restatement Agreement
<b>“VTB Facility Agreement Consent Letter”</b>	means a consent letter dated 7 December 2020 made between VTB Bank as agent and Bidco pursuant to which VTB Bank has granted certain waivers and consents under the VTB Facility Agreement in connection with the Condition contained in paragraph 1(a) of Part A of Appendix I to this document and conditions precedent to the issue of the Switch Announcement
<b>“Wider KAZ Minerals Group”</b>	KAZ Minerals and associated undertakings and any other body corporate, partnership, joint venture or person in which the KAZ Minerals and such undertakings (aggregating their interests) have an interest of more than 20 per cent. of the voting or equity capital or the equivalent
<b>“£” or “pounds sterling”</b>	pounds sterling, the lawful currency for the time being of the UK, and references to “pence” and “p” shall be construed accordingly
<b>“\$” or “USD”</b>	US dollars, the lawful currency for the time being of the United States of America, and references to “dollars” shall be construed accordingly

All times referred to are London time unless otherwise stated.