

Microfinance Organization R-Finance
(Limited Liability Partnership with office registered in Kazakhstan)

TERMS AND CONDITIONS OF THE BONDS¹
prepared in respect of the issue of bonds in the aggregate
amount of USD 10,000,000 and due on 21 August 2025

AIX and its related companies and their respective directors, officers and employees do not accept responsibility for the content of these Terms & Conditions including the accuracy or completeness of any information or statements included in it. Nor has AIX, its directors, officers or employees assessed the suitability of the Securities to which these Terms & Conditions relate for any particular investor or type of investor. The Securities described in these Terms & Conditions are Exempt Securities pursuant to the AIFC Market Rules and are being offered in or from the AIFC without a Prospectus. If you do not understand the contents of these Terms & Conditions, risks and illiquidity associated with this type of investment, potential for a partial or complete loss of your investment, or are unsure whether the Securities are suitable for your individual investment objectives and circumstances, you should consult an authorised financial advisor.

1. Bonds:

Issuer:	Microfinance Organization R-Finance (hereinafter called the “Issuer”)
Form of issuance:	The bonds will be issued in a registered form (hereinafter called the “Bonds”) ² in and in accordance with the laws of the Astana International Financial Center (hereinafter called the “AIFC”)
General Purpose for raising funds:	Proceeds received by the Issuer from the issue of bonds shall be used in full to fund further business expansion and growth of the Issuer. Expansion of the branch network, as well as the opening of an agent network, to attract more clients.
Currency:	The Bonds shall be denominated in U.S. Dollars (USD) . All payments (interest accrued and principal) shall be made by the Issuer by way of the money/wire transfer in USD
Nominal value:	The nominal value of each Bond shall be 1,000 (one thousand) USD
Status and ranking:	The Bonds shall constitute direct, general and absolute obligations of the Issuer, which will rank <i>pari passu</i> among themselves and rank <i>pari passu</i> , in terms of payment rights, with all other current or future unsubordinated obligations of the Issuer, except for liabilities mandatorily preferred by law.
Risk Factors:	The main risks associated with the Issuer's activities include credit risk and collateral risk. The Issuer is also exposed to other risks including liquidity risk, market risk, and operational risk.

¹ AIX, its directors, officers or employees, don't accept responsibility for the content of the information included in these Terms & Conditions, including the accuracy or completeness of such information. Nor has AIX, its directors, officers or employees, assessed the suitability of the securities to which the Terms & Conditions relates for any particular investor or type of investor.

² The Issuer did not seek independent legal advice on due corporate authorization with respect to the listing the Securities on AIX in accordance with these Terms & Conditions.

	<p>Credit risk. The Issuer is mainly engaged in providing high-yield collateralized loans. The amounts of loans do not exceed the amount stipulated by the legislation for microfinance organizations (20 000-fold minimum calculation index). Loans are pledged by automobiles covering at least 140% of the loan amount (reserving any possible collateral depreciation). Transactions with automobiles (including deeds with collateral) are subject to mandatory state registration.</p> <p>The information in the table below is presented as of July1, 2020</p> <table><tr><th>Loan portfolio, thnd KZT</th><th>NPL (90+), thnd KZT</th><th>NPL-to- Loan portfolio Ratio</th><th>Provisions, thnd KZT</th></tr><tr><td>2 481 293</td><td>514 298</td><td>20,7%</td><td>252 956</td></tr></table> <p>Collateral risk. Collateral remains in the personal use of clients. Therefore, there is a risk that the value of pledged assets which remains with the clients may be diminished exposing the Issuer to financial loss.</p> <p>Risk associated with the Bonds includes risks associated with market liquidity, risk of changes in interest rates, volatility and foreign exchange risk.</p> <p>The Issuer's activity is supervised by the Agency of the Republic of Kazakhstan for regulation and development of financial market (hereinafter called the "AFR"). Therefore, the Issuer provides the AFR with quarterly reports on compliance with prudential requirements.</p> <table><tr><th>Prudential requirements as of July 1, 2020</th><th>Fact</th><th>Limit</th></tr><tr><td>Authorised capital, thnd KZT</td><td>500 006</td><td>min 100 000</td></tr><tr><td>Total capital, thnd KZT</td><td>1 653 819</td><td>min 100 000</td></tr><tr><td>Capital adequacy ratio K1</td><td>0,366</td><td>min 0,1</td></tr><tr><td>Maximum exposure to one borrower K2</td><td>0,012</td><td>max 0,25</td></tr><tr><td>Debt to capital ratio K3</td><td>1,887</td><td>max 10</td></tr></table> <p>All the prudential requirements are met by the Issuer with substantial buffers. Consistent violation (more than 3 times in the consecutive 12 months) of the prudential requirements may result in the exclusion of the Issuer from the registry of microfinance organizations.</p>	Loan portfolio, thnd KZT	NPL (90+), thnd KZT	NPL-to- Loan portfolio Ratio	Provisions, thnd KZT	2 481 293	514 298	20,7%	252 956	Prudential requirements as of July 1, 2020	Fact	Limit	Authorised capital, thnd KZT	500 006	min 100 000	Total capital, thnd KZT	1 653 819	min 100 000	Capital adequacy ratio K1	0,366	min 0,1	Maximum exposure to one borrower K2	0,012	max 0,25	Debt to capital ratio K3	1,887	max 10
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Potential Investors:	The offer is directed at fewer than 50 investors in any 12-month period in accordance with Section 1.2.2(1)(b) of AIFC Market Rules (hereinafter – "MAR Rules").																										
Securities:	<p>Type and name Unsecured Bonds with Coupon payment</p> <p>ISIN KZX0000000500</p> <p>Amount 10,000 (ten thousand) units by US\$1,000 (one thousand) each fully</p>																										

	<p>paid</p> <p>Total amount in issue US\$10,000,000 (ten million) US Dollars</p> <p>Circulation commencement date and maturity The commencement date of the Bond circulation – 14 August 2020 (the “Issue Date”)</p> <p>Bond circulation – period 5 years until 21 August 2025</p> <p>Maturity date – 21 August 2025</p>
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2. Coupon:

Coupon rate:	<p>7 (seven) % per annum fixed of the nominal value of the Bonds during the entire circulation period of the Bonds</p>
Coupon interest:	<p>Interest accrual commencement date The interest or coupon on Bonds shall commence being accrued starting from the Issue Date. The interest shall accrue during the entire period of the circulation of the Bonds and shall end on 20 August 2025.</p> <p>Frequency of interest payments and/or dates of payment interest on Bonds. The Bonds bear interest from and including the Issue Date at the rate 7 (seven) % per annum, payable every month in arrear in equal instalments on last day every month in each year as provided in Appendix 1. If any payment date falls to a day, which is not business day in the Republic of Kazakhstan, then the payment shall be made, on the day immediately following the due date.</p> <p>Interest payment procedure and terms, interest payment method The interest shall be paid to persons who are registered with the AIX Registrar as at the beginning of the last day of a period which coupon payment is due for (further the “Record Date”). The Payment shall be made within 15 (fifteen) calendar days of the date following the Record Date. The interests accrued shall be transferred in form of a wire transfer subject to the banking details of the Bondholder.</p> <p>In case of nominee holding the interest shall be paid to persons who are entitled for such interests either through the Bondholder(s) broker’s account with AIX CSD or by wire transfer to the banking account of the Bondholder(s) provided by the broker acting as a nominal holder of Securities as at the Record Date.</p> <p>The amount of interest due and payable for any period shall be equal to 7 (seven)% of the nominal value of the Bonds to which such interest is related, and the day-count fraction for the relevant period, rounding the resulted figure to the nearest cent (half a cent shall be rounded upwards).</p> <p>Interest accrued on Bonds shall be calculated as follows:</p>

	<p>Interest accrued on Bonds = $\frac{k \cdot n \cdot c}{360} * 30$, where k– number of Bonds. Total amount; n- nominal value of each Bond, USD; c- interest rate, %.</p> <p>The final payment of interest shall be made concurrently with payment of the principal of the Bonds.</p> <p>Period of time applied for interest calculation – 30/360 The interest on Bonds shall be paid according to the time base of three hundred sixty (360) day on a year and 30 days in a month, during the entire period of circulation.</p>
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3. Repurchase and acquisition:

Repurchase schedule:	The schedule of Bonds repurchase and the Issuer's announcements of Bonds repurchase (if the Issuer's Founder made a resolution on repurchase) is given in Appendix 2.
Repurchase prior to maturity:	<p>The Issuer may repurchase Bonds during the entire period of their circulation on its own initiative. The Issuer has the right to repurchase Bonds at the price determined by the relevant decision of the Issuer's Supervisory Board.</p> <p>The Bonds bought back in such a way shall not be deemed as redeemed and the Issuer shall be entitled to offer previously repurchased Bonds for sale at any time during the entire period of their circulation.</p> <p>For the avoidance of doubt, the redemption of the Bonds by the Issuer should be conditional on the right, but not the obligation of the Bondholder to sell the Bonds to the Issuer, if the Issuer announced the buyback of the Bonds.</p> <p>Bondholders who did not sell their Bonds to the Issuer during the buyback are entitled to redeem the Bonds at the end of their circulation period.</p> <p>Terms and mechanism of payments are set forth in clause 2 above.</p>

4. Issue:

Issue restrictions:	<p>No amendment shall be made by the Issuer to these Terms and Conditions unless agreed upon in writing with the Bondholder(s). Subject to section 1. Paragraph "Potential Investors" of this Terms and Conditions, there are no restrictions imposed by the Issuer on the Bonds in circulation, potential Bondholders as well as the persons among which the Bonds may be offered, sold or bought back, including those who are affiliated with the Issuer or related to the Issuer.</p> <p>The Bonds are offered to investors (as defined in paragraph "Potential investors" hereof) subject to limitations set forth in Section 1.2.3 of MAR Rules.</p>
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Issue and registration³:	The Bonds will be issued in accordance with the laws of the AIFC.
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5. Payment:

Payment to bondholders:	Maturity date – 21 August 2025 Terms and Conditions for repayment: Bonds shall be redeemed at their nominal value in US Dollars together with the payment of the last coupon accrued via wire transfer within 10 (ten) business days from the date following the last day of the Bonds circulation. Terms and mechanism of payments are set forth in clause 2 above.
Payments in favour of the Issuer:	Proceeds from the Bonds issued by the Issuer shall be made available subject to the agreement/arrangements entered into with Potential investors and/or its representative.
Taxation:	In accordance with the Constitutional Law “On the Astana International Financial Center”, individuals and legal entities, residents and non-residents of the Republic of Kazakhstan are exempted from paying individual and corporate income taxes on the following incomes: 1) from the increase in value as a result of selling Bonds in case of Bonds are included in the stock exchange’s official list on the sale date; 2) in the form of interest on Bonds in case of Bonds are included in the stock exchange’s official list at the date of interest accrual. Wherein, all payments on debt securities in the form of a discount, increase in value or a coupon not regulated by the Constitutional Law “On the Astana International Financial Center” are subject to regulation by the Code of the Republic of Kazakhstan “On Taxes and Other Obligatory Payments to the Budget”.
Miscellaneous:	No stamp, registration or other tax arising out of the transfer of the Bonds exist in the Republic of Kazakhstan

6. General terms:

Clearing:	Recording of the Bonds shall be made by way of registration thereof with the AIX Registrar. In case of nominee holding, recording of the Bonds shall be made by way of registration thereof through a brokerage accounts with the AIX CSD.
Time limit for claims:	Any claim against the Issuer in respect of the Bonds shall become invalid, unless it is filed within 1 year (in case of nominal value and coupon interest) from the date of the relevant payment in respect of such Bonds.

³ The Issuer shall be responsible for securing due corporate authorization in respect of the listing of the Securities on AIX in accordance with these Terms & Conditions. AIX has authority to suspend or cancel the Listing or commence delisting procedures in accordance with applicable AIFC legislation, the AIX Business Rules, or the Listing Agreement entered into between the Issuer and AIX.

Ownership and transfer:	<p>Recording of the Bonds shall be made by way of registration thereof with the AIX Registrar or AIX CSD (including nominal holding via Market Participants). In order to satisfy requirement of MAR 1.2.2(1)(b), in case of nominee holding the brokers shall not use Foreign/Domestic Omnibus Accounts⁴ when transferring Bonds to the Bondholders.</p> <p>For purposes of these Terms and Conditions of the Bonds, a holder of the Bonds (or a Bondholder) shall mean any Person, in the name of whom a Bond is registered.</p>
Calculations:	For purposes of any calculation specified herein, a value shall be accurate to two decimal places.
Bondholders meeting:	<p>These Terms and Conditions of the Bonds contain the provisions on convocation of a meeting of the Bondholder(s) to consider the matters concerning the Bonds, including the amendment of any provision hereof. No amendment to these Terms and Conditions of the Bonds shall be allowed, unless it is approved by Extraordinary Resolution made by the Bondholders. Any such meeting of the Bondholder(s) may be convened by the Issuer and/or at the request of the Bondholder(s) holding at least 10% of the unredeemed Bonds. The quorum at any meeting of the Bondholder(s) convened for voting on an Extraordinary Resolution shall constitute two or more persons holding or representing one half of the total amount of the unredeemed Bonds, or, in case of a meeting in absentia, two or more Persons acting as bondholders or representative thereof, regardless of the amount of the Bonds held or represented' provided however that any Reserved Matter may be approved only by an Extraordinary Resolution passed at a meeting of Bondholder(s), at which two or more Persons, having or representing at least three quarters, or, in case of any meeting in absentia, one quarter of the total principal amount of the unredeemed Bonds, constitute the quorum.</p> <p>Any Extraordinary Resolution passed at any such meeting shall be binding upon all holders of the Bonds, regardless of whether they present at such meeting or not.</p> <p>Of all outstanding Bonds are owned by a single holder, no meeting of the Bondholders shall be held. A decision on matters reserved to the competence of the meeting of Bondholders shall be taken by the authorized body of a holder of the Bonds or by an individual and shall be made in writing.</p>
Notices:	Any notice to the Bondholder(s) shall be valid only if it is published on corporate websites of the Issuer and the AIX and is kept thereon within the entire period of circulation of the Bonds.
Applicable law and jurisdiction:	<p>Rights of the Bondholders are the following:</p> <ul style="list-style-type: none"> • enter into transaction with the Bonds; • right to receive the nominal value of the Bonds in order and in within the terms set forth hereby;

⁴ The definition is provided in AIX CSD Procedure republished on the AIX website.

	<ul style="list-style-type: none"> • right to receive fixed income in order and in terms specified hereby;
	<ul style="list-style-type: none"> • right to obtain the required information on the Issuer and its activity, its financial standing and results of operations subject to the applicable AIFC laws; • other rights arising from the right of owning the Bonds in cases and in order subject to the applicable law. <p>The Bonds and any non-contractual obligations arising out of, or in connection with, the Bonds shall be governed by, and construed in accordance with, the laws of the AIFC. The Issuer has agreed herein the conditions on favour of the Bondholder(s) that any claim, dispute or discrepancy of any nature arising out of, or in connection with, the Bonds (including claims, disputes or discrepancies regarding the existence, termination thereof, or any non-contractual obligations arising out of, or in connection with, the Bonds) (hereinafter the "Dispute") shall be brought to, and finally resolved by, the Court of the AIFC in accordance with the Rules thereof, or the International Arbitration Center of the AIFC in accordance with the Rules thereof (hereinafter the "Rules"), currently in effect such Rules shall be deemed incorporated herein.</p>

GLOSSARY

In these Terms and Conditions of the Bonds the following definitions shall have the following meanings:

"Reserved Matters" shall mean any proposal to change any date set for the payment at nominal value or of a coupon interest on Bonds with the aim to reduce the nominal value or coupon interest on Bonds payable at any date in respect of the Bonds, or change the method of calculation of any payment in respect of the Bonds or a date of any such payment, or change the currency of any payment under the Bonds or change the quorum requirements related with meetings, or change the majority required to pass an Extraordinary Resolution.

"Person" shall mean any individual, company corporation, firm, partnership, joint venture, association, organization, state or agency of a state or other legal entity, whether or not having separate legal personality.

"Extraordinary Resolution" shall mean a decision adopted by the majority of votes of the Bondholders subject to the quorum requirements and special terms for the Reserved Matters.

General Director

Ni Roman Arkadiyevich



Appendix 1
Coupon interest
payment schedule

Schedule of payment of Coupon Interest on Bonds

Coupon period sequence number	Coupon period commencement date	Coupon period expiry date and Record date	Interest payment commencement date	Interest payment expiry date
1	21 August 2020	31 August 2020	01 September 2020	15 September 2020
2	01 September 2020	30 September 2020	01 October 2020	15 October 2020
3	01 October 2020	31 October 2020	01 November 2020	15 November 2020
4	01 November 2020	30 November 2020	01 December 2020	15 December 2020
5	01 December 2020	31 December 2020	01 January 2021	15 January 2021
6	01 January 2021	31 January 2021	01 February 2021	15 February 2021
7	01 February 2021	28 February 2021	01 March 2021	15 March 2021
8	01 March 2021	31 March 2021	01 April 2021	15 April 2021
9	01 April 2021	30 April 2021	01 May 2021	15 May 2021
10	01 May 2021	31 May 2021	01 June 2021	15 June 2021
11	01 June 2021	30 June 2021	01 July 2021	15 July 2021
12	01 July 2021	31 July 2021	01 August 2021	15 August 2021
13	01 August 2021	31 August 2021	01 September 2021	15 September 2021
14	01 September 2021	30 September 2021	01 October 2021	15 October 2021
15	01 October 2021	31 October 2021	01 November 2021	15 November 2021
16	01 November 2021	30 November 2021	01 December 2021	15 December 2021
17	01 December 2021	31 December 2021	01 January 2022	15 January 2022
18	01 January 2022	31 January 2022	01 February 2022	15 February 2022
19	01 February 2022	28 February 2022	01 March 2022	15 March 2022
20	01 March 2022	31 March 2022	01 April 2022	15 April 2022
21	01 April 2022	30 April 2022	01 May 2022	15 May 2022
22	01 May 2022	31 May 2022	01 June 2022	15 June 2022
23	01 June 2022	30 June 2022	01 July 2022	15 July 2022
24	01 July 2022	31 July 2022	01 August 2022	15 August 2022
25	01 August 2022	31 August 2022	01 September 2022	15 September 2022
26	01 September 2022	30 September 2022	01 October 2022	15 October 2022
27	01 October 2022	31 October 2022	01 November 2022	15 November 2022
28	01 November 2022	30 November 2022	01 December 2022	15 December 2022
29	01 December 2022	31 December 2022	01 January 2023	15 January 2023
30	01 January 2023	31 January 2023	01 February 2023	15 February 2023
31	01 February 2023	28 February 2023	01 March 2023	15 March 2023
32	01 March 2023	31 March 2023	01 April 2023	15 April 2023
33	01 April 2023	30 April 2023	01 May 2023	15 May 2023
34	01 May 2023	31 May 2023	01 June 2023	15 June 2023
35	01 June 2023	30 June 2023	01 July 2023	15 July 2023
36	01 July 2023	31 July 2023	01 August 2023	15 August 2023
37	01 August 2023	31 August 2023	01 September 2023	15 September 2023
38	01 September 2023	30 September 2023	01 October 2023	15 October 2023
39	01 October 2023	31 October 2023	01 November 2023	15 November 2023
40	01 November 2023	30 November 2023	01 December 2023	15 December 2023
41	01 December 2023	31 December 2023	01 January 2024	15 January 2024
42	01 January 2024	31 January 2024	01 February 2024	15 February 2024

43	01 February 2024	29 February 2024	01 March 2024	15 March 2024
44	01 March 2024	31 March 2024	01 April 2024	15 April 2024
45	01 April 2024	30 April 2024	01 May 2024	15 May 2024
46	01 May 2024	31 May 2024	01 June 2024	15 June 2024
47	01 June 2024	30 June 2024	01 July 2024	15 July 2024
48	01 July 2024	31 July 2024	01 August 2024	15 August 2024
49	01 August 2024	31 August 2024	01 September 2024	15 September 2024
50	01 September 2024	30 September 2024	01 October 2024	15 October 2024
51	01 October 2024	31 October 2024	01 November 2024	15 November 2024
52	01 November 2024	30 November 2024	01 December 2024	15 December 2024
53	01 December 2024	31 December 2024	01 January 2025	15 January 2025
54	01 January 2025	31 January 2025	01 February 2025	15 February 2025
55	01 February 2025	28 February 2025	01 March 2025	15 March 2025
56	01 March 2025	31 March 2025	01 April 2025	15 April 2025
57	01 April 2025	30 April 2025	01 May 2025	15 May 2025
58	01 May 2025	31 May 2025	01 June 2025	15 June 2025
59	01 June 2025	30 June 2025	01 July 2025	15 July 2025
60	01 July 2025	30 July 2025	01 August 2025	15 August 2025
61	01 August 2025	20 August 2025	21 August 2025	4 September 2025

Appendix 2
Bonds repurchase
schedule

Bonds repurchase schedule by the Issuer

Coupon period sequence number	Bonds repurchase announcement date (if the Issuer's Founder made a resolution on repurchase)	Bond repurchase period commencement date	Bond repurchase period expiry date
1	17 August 2020	01 September 2020	15 September 2020
2	15 September 2020	01 October 2020	15 October 2020
3	15 October 2020	02 November 2020	16 November 2020
4	16 November 2020	02 December 2020	16 December 2020
5	16 December 2020	04 January 2021	18 January 2021
6	15 January 2021	01 February 2021	15 February 2021
7	15 February 2021	01 March 2021	15 March 2021
8	15 March 2021	01 April 2021	15 April 2021
9	15 April 2021	04 May 2021	18 May 2021
10	18 May 2021	01 June 2021	15 June 2021
11	15 June 2021	01 July 2021	15 July 2021
12	15 July 2021	02 August 2021	16 August 2021
13	16 August 2021	01 September 2021	15 September 2021
14	15 September 2021	01 October 2021	15 October 2021
15	15 October 2021	01 November 2021	15 November 2021
16	15 November 2021	02 December 2021	16 December 2021
17	16 December 2021	04 January 2022	18 January 2022
18	14 January 2022	01 February 2022	15 February 2022
19	15 February 2022	01 March 2022	15 March 2022
20	15 March 2022	01 April 2022	15 April 2022
21	15 April 2022	03 May 2022	17 May 2022
22	17 May 2022	01 June 2022	15 June 2022
23	15 June 2022	01 July 2022	15 July 2022
24	15 July 2022	01 August 2022	15 August 2022
25	15 August 2022	01 September 2022	15 September 2022
26	15 September 2022	03 October 2022	17 October 2022
27	17 October 2022	01 November 2022	15 November 2022
28	15 November 2022	02 December 2022	16 December 2022
29	16 December 2022	04 January 2023	18 January 2023
30	16 January 2023	01 February 2023	15 February 2023
31	15 February 2023	01 March 2023	15 March 2023
32	15 March 2023	03 April 2023	17 April 2023
33	17 April 2023	02 May 2023	16 May 2023
34	16 May 2023	01 June 2023	15 June 2023
35	15 June 2023	03 July 2023	17 July 2023
36	17 July 2023	01 August 2023	15 August 2023
37	15 August 2023	01 September 2023	15 September 2023
38	15 September 2023	02 October 2023	16 October 2023
39	16 October 2023	01 November 2023	15 November 2023
40	15 November 2023	04 December 2023	18 December 2023
41	18 December 2023	04 January 2024	18 January 2024
42	15 January 2024	01 February 2024	15 February 2024

43	15 February 2024	01 March 2024	15 March 2024
44	15 March 2024	01 April 2024	15 April 2024
45	15 April 2024	02 May 2024	16 May 2024
46	16 May 2024	03 June 2024	17 June 2024
47	17 June 2024	01 July 2024	15 July 2024
48	15 July 2024	01 August 2024	15 August 2024
49	15 August 2024	02 September 2024	16 September 2024
50	16 September 2024	01 October 2024	15 October 2024
51	15 October 2024	01 November 2024	15 November 2024
52	15 November 2024	03 December 2024	17 December 2024
53	17 December 2024	04 January 2025	18 January 2025
54	15 January 2025	03 February 2025	17 February 2025
55	17 February 2025	03 March 2025	17 March 2025
56	17 March 2025	01 April 2025	15 April 2025
57	15 April 2025	02 May 2025	16 May 2025
58	16 May 2025	02 June 2025	16 June 2025
59	16 June 2025	01 July 2025	15 July 2025
60	15 July 2025	01 August 2025	21 August 2025