



شركة شرق للإستثمار ش.م.ك (مقفلة)
SHARQ INVESTMENT Co. (K.S.C.C.)

الكويت في: 09 يونيو 2022
الإفصاح رقم (11/2022)

السادة/ المساهمين الكرام
شركة شرق للإستثمار (ش.م.ك) مقفلة

الموضوع: إفصاح بشأن معلومات جوهرية

بيان وتفاصيل الإفصاح	
اعتماد تعيين مدير التدقيق الداخلي في الشركة السيد/صالح الخولي واعتماد تعيين مكتب السادة/ بزع الياسين للاستشارات للقيام بأعمال الاستشارات الخاصة بلجنة التدقيق الداخلي للشركة.	يرجى الإحاطة بما يلي:
لا يوجد أثر مالي	أثر الإفصاح على المركز المالي للشركة

يتم ذكر الأثر على المركز المالي في حال كانت المعلومات الجوهرية قابلة لقياس ذلك الأثر ويستثنى الأثر المالي الناتج عن المناقصات والممارسات وما يشهها من عقود.

إقرار:

أقر أنا رئيس مجلس الإدارة الموقع أدناه بصحة وسلامة البيانات أعلاه، وأن جميع المعلومات المفصوح عنها سليمة وصحيحة.

المقربما فيه،
رئيس مجلس الإدارة

الميرقاب - برج (KBT) - الدور 37 - ص.ب 1245 - داسمان - الكويت - تلفون : 15463 الكويت - نلفون : 2291 6681 (+965) - فاكس : 2291 6787 (+965)
Mirqab - KBT Tower - 37 Floor - P.O.Box 1245, Dasman 15463 - Kuwait - Tel.: (+965) 2291 6681 - Fax : (+965) 2291 6787
أرأس المال المدفوع به والمدفوع 15,185,000 ك.د. - سجل تجاري رقم: 106750 106750
Authorized and Paid-up Capital 15,185,000 K.D. - Commercial Register No: 106750 106750
Email: info@sharqinv.com >>>> www.sharqinv.com >>>>



تسجيل الوظائف واجبة التسجيل

بيانات الطلب

رقم الطلب	JOR20220092	خطوة مخطط سير العمل	إنتهاء الطلب
إسم الجهة	شركة شرق للاستثمار	أضيف من قبل	خالد نزار مرشد الحدراب
آخر تاريخ تحديث	13/06/2022 11:30 ص	أضيف بتاريخ	12/06/2022 01:26 م
تاريخ الإرسال	12/06/2022 01:44 م		

الوظائف واجبة التسجيل المطلوب تسجيلها

1

الوظيفة واجبة التسجيل
صالح عبدالوهاب ابراهيم الخولي - مسؤول التدقيق الداخلي

بيانات الموظف

المسمى الوظيفي	مدير ادارة التدقيق	رقم البطاقة المدنية	285010402718
الجنسية	مصر	صورة البطاقة المدنية	

إسم الملف

بطاقة مدنية. تحميل الملف

الهاتف المباشر	22916612	الهاتف النقال	66602979
البريد الإلكتروني	s.khouly@Sharqinv.com	تاريخ الترشيح للوظيفة	30/05/2022
تاريخ التسجيل	12/06/2022		

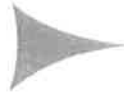
مرفقات

النموذج الورقي

الهيكل التنظيمي

إسم الملف

الهيكل التنظيمي. تحميل الملف



شركة شرق للإستثمار ش.م.ك (مقفلة)
SHARQ INVESTMENT Co. (K.S.C.C.)

محضر اجتماع لجنة التدقيق الداخلي رقم (2022/07)

انعقد اجتماع لجنة التدقيق الداخلي في شركة شرق للإستثمار ش.م.ك (مقفلة) في يوم الأحد الموافق 29 مايو 2022 في تمام الساعة 01:00 ظهراً في مقر الشركة الكائن في المرقاب - شارع خالد بن الوليد برج K.B.T - دور 37 - حيث حضر شخصياً كل من السادة:-

- 1- السيد/ عبد الله البغلي رئيس لجنة التدقيق
- 2- السيد/ عبد الملك بدر إسماعيل العوضي عضو اللجنة
- 3- السيد/ فهد باسم عبد الرحمن الملا عضو اللجنة
- 4- السيدة/ رندة هاشم أمين السر

أولاً- مناقشة اقتراح أعضاء اللجنة بتغيير لغة تسجيل المحاضر وطريقة تنسيق وتسجيل وإخراج محاضر اجتماعات اللجنة:-

ناقش السيد / رئيس لجنة التدقيق مع السادة أعضاء اللجنة تغيير لغة كتابة تسجيل المحاضر من اللغة الإنجليزية الى اللغة العربية وتغيير طريقة تنسيق وتسجيل وإخراج المحاضر بدءاً من هذا المحاضر رقم (07-2022) المؤرخ 29 يونيو 2022.

القرار:

بعد الاطلاع والمناقشة تمت الموافقة على المقترح والعمل به من هذا المحاضر رقم (07-2022) المؤرخ في 29 مايو 2022.

ثانياً-مناقشة ترشيح وتعيين منصب مدير التدقيق الداخلي للشركة:-

ناقش السيد / رئيس لجنة التدقيق مع السادة أعضاء اللجنة ترشيح السيد/ صالح الخولي لمنصب مدير التدقيق الداخلي بشكل مستقل للشركة يتبع لجنة التدقيق بناءً على موافقة وتوصية لجنة الترشيحات والمكافآت على تسجيله، وذلك وفقاً لمتطلبات هيئة أسواق المال وطبقاً لمعايير الكفاءة والنزاهة، ومناقشة الوصف الوظيفي للمرشح، وتعديل الهيكل التنظيمي للجنة بعد الموافقة.

القرار:-

بعد الاطلاع والمناقشة تم الموافقة على ترشيح السيد/ صالح الخولي لمنصب مدير إدارة التدقيق الداخلي بالشركة ورفع التوصية إلى السادة/ مجلس الإدارة لاعتماد تعيينه واعتماد وصفه الوظيفي، والموافقة على تعديل الهيكل التنظيمي للجنة بعد الموافقة النهائية من قبل هيئة أسواق المال ومجلس الإدارة.

[مرفق رقم 01]

ثالثاً – مناقشة الاستعانة بأحد مكاتب التدقيق الخارجية للقيام ببعض مهام التدقيق الداخلي للعام 2022 وتحديد أتعابه:-

قام السيد/ رئيس لجنة التدقيق بعرض اقتراحه للاستعانة بأحد مكاتب الاستشارات الخاصة بالتدقيق الداخلي للاستعانة بخبراتهم لدعم إدارة التدقيق الداخلي في الشركة وذلك بغرض إعطاء الاستشارات للجنة ومساعدة مدير التدقيق الداخلي بالشركة في إحكام الرقابة الداخلية للشركة وزيادة كفاءتها وجودتها، بما يحد من مخاطر تعرض الشركة إلى أية تجاوزات لقوانين ولوائح الجهات الرقابية.
وعليه قام رئيس لجنة التدقيق بمناقشة ودراسة العروض المقدمة من قبل مكاتب استشاريين للقيام بالمهام الاستشارية المذكورة على النحو التالي:-

أولاً: العرض المقدم من مكتب العيبان والقطامي (GRANT THORNTON) بأتعاب سنوية قيمتها 7,000 د.ك سنوياً.
ثانياً: العرض المقدم من بزع الياسين (RSM) بأتعاب سنوية قيمتها 7,000 د.ك سنوياً.

القرار:-

قرر السادة أعضاء اللجنة بعد مناقشة خطة التدقيق المقدمة من كلاً من المكاتب المذكورين والتأكد من استقلاليتهم الموافقة على ترشيح مكتب السادة/ بزع الياسين (RSM) بأتعاب سنوية قيمتها 7,000 د.ك سنوياً، ليمت تقديم أعمال التدقيق الداخلي للعام 2022 على أن يتم أخذ الموافقة النهائية من مجلس الإدارة وتقديم خطاب التعيين.

[مرفق رقم 02]

رابعاً – مناقشة المراجعة السنوية وتحديث سياسة نظم الرقابة الداخلية للعام 2022:-

ناقش السيد / رئيس لجنة التدقيق مع السادة أعضاء اللجنة تحديث سياسة نظم الرقابة الداخلية للعام 2022.




القرار:

تمت الموافقة بإجماع أعضاء اللجنة على المراجعة السنوية وتحديث سياسة نظم الرقابة الداخلية، على أن يتم عرضها على مجلس الإدارة للموافقة والاعتماد في الاجتماع القادم. [مرفق رقم 03]

خامساً – ما يستجد من أعمال:-

لم يتطرق الاجتماع إلى أية بنود خارج جدول الأعمال المقرر مناقشتها، وانتهى الاجتماع في تمام الساعة (02:00) من ظهر ذات اليوم.

1. توقيع السادة الأعضاء الحضور:-

السيد/ عبد الله البقلي (رئيس لجنة التدقيق الداخلي)	السيد/ عبد الملك العوضي (عضو اللجنة)	السيد/ فهد باسم عبد الرحمن الملا (عضو اللجنة)
		

2. توقيع أمين السر:-

	السيدة/ رندة هاشم
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MOORE

Moore Stephens Services

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P.O. Box 11965, Al Dasmah 35160
State of Kuwait
T +965 22463114 - 22463115
www.moore-global.com

**Sharq Investment Company
Closed Shareholding Company
And its Subsidiaries
State of Kuwait**

10 August 2022

Dear Sirs,

Engagement Letter for the audit of the consolidated financial statements of the Company

We set out below our scope of work, our understanding of the terms and conditions of the engagement and our fees for conducting the audit and review of the consolidated financial statements of the Company for the period/year ending 30 September and 31 December 2022 and preparing Zakat's return of the Parent Company for the year ending 31 December 2022.

Our audit will be conducted with the objective of our expressing an opinion on the Company's consolidated financial statements of the following entities:

- Sharq Investment Company K.S.C (the Parent Company).
- First Danat Import & Export and Commission Agent Company (W.L.L).
- Derby Company For Sale And Purchase Of Land And Real Estate (W.L.L).
- A2 Trading Company (W.L.L)

1. SCOPE OF WORK

- 1.1 We will audit the consolidated financial statements of the Company and report to the partners whether in our opinion the consolidated financial statements present fairly, in all material respects, the financial position, the results of operations and cash flows, of the Company in accordance with International Financial Reporting Standards as promulgated by the International Accounting Standards Board.
- 1.2 We will conduct our audit in accordance with International Standards on Auditing. Those Standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatements. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the consolidated financial statements, performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

1.3 Furthermore, it will be conducted in such manner as we consider necessary to fulfill our responsibilities and will include such tests of transactions and of the existence, ownership and the valuation of assets and liabilities as we consider necessary. We shall obtain an understanding of the accounting systems in order to assess their adequacy as a basis for the preparation of the consolidated financial statements and to establish whether proper accounting records have been maintained. We shall expect to obtain such relevant and reliable evidence as we consider sufficient to enable us to draw reasonable conclusions there from. The nature and extent of our tests will vary according to our assessment of the entity's accounting systems, and where we wish to place reliance on them, the systems of internal control, and may cover any aspect of the business.

2. RESPONSIBILITY OF MANAGEMENT

2.1 The responsibility for the preparation of consolidated financial statements including ensuring that the consolidated financial statements are correct and accurately prepared from the books of account, and do not contain any errors or irregularities, is that of the management. This includes designing, implementing and maintaining internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error; selecting and applying appropriate accounting policies; and making accounting estimates that are reasonable in the circumstances.

2.2 We have a professional responsibility to report if the consolidated financial statements do not comply in any material respect with applicable financial reporting standards, unless in our opinion the non-compliance is justified in the circumstances. In determining whether or not the departure is justified we consider:

- ✓ Whether the departure is required in order for the consolidated financial statements to give a true and fair view; and
- ✓ Whether adequate disclosure has been made concerning the departure.

2.3 The responsibility for safeguarding the assets of the Company and for the prevention and detection of fraud, error and non-compliance with law or regulations rests and shall rest with the company management. We shall endeavor to plan our audit so that we have a reasonable expectation of detecting material misstatements in the consolidated financial statements (including those resulting from fraud, error or non-compliance with law or regulations) but our examination cannot be relied on to disclose all such material misstatements or frauds, errors or instances of non-compliance as may exist.

2.4 As part of our normal audit process, we will request from the Company management written confirmations concerning representations made to us in connection with the audit.

3. COMMUNICATION WITH THOSE CHARGED WITH GOVERNANCE

3.1 We are required by ISA 260 "Communication with those charged with governance" to communicate with the company management and the investors certain matters relating to the audit of your consolidated financial statements.

Planning information

Before we commence our audit, we shall issue a planning letter to the management giving an outline of the nature and scope of our audit work, and the form of reports that we intend to make.

Findings from the audit

At the conclusion of the audit we shall issue a management and governance letter to the management, this letter will be sent to the audit committee before the consolidated financial statements are issued, and may include the following:

- Expected modifications to our report;
- Unadjusted misstatements
- Material weaknesses in the accounting and internal control systems identified during the audit;
- Our views about the qualitative aspects of your accounting practices and financial reporting;
- Matters specifically required by ISAs other than ISA 260 to be communicated to those charged with governance; and
- Any other relevant matters relating to the audit.

3.2 We ask that you respond to the letter mentioned above, identifying how you intend to address the issues that we have raised with you.

4. DELIVERABLES

4.1 Our deliverables will be an audit report to the partners of the Company on the consolidated financial statements, as prepared by the Company's management.

4.2 While we are not being engaged to report on the Company's internal controls and are not obligated to search for reportable conditions, we may communicate to you, through management letters, reportable conditions to the extent they come to our attention. Reportable conditions are significant deficiencies in the design or operation of internal controls, which could adversely affect the Company's ability to record, process, summarize and report financial data consistent with the assertions of management in the consolidated financial statements. The definition of "reportable conditions" does not include potential future internal control problems, i.e., control problems coming to our attention that do not affect the preparation of consolidated financial statements for the period under audit.

5. FEES

5.1 Our fees for conducting the audit of the consolidated financial statements for the year ending 31 December 2022 as following entities as follows:

	Fees
	KD
Sharq Investment Company K.S.C (the Parent Company) and preparing Zakat's return	3,000
First Danat Import & Export and Commission Agent Company	375
Derby Company For Sale And Purchase Of Land And Real Estate	250
A2 Trading Company	250
Total (Only Three Thousand Eight Hundred Seventy-Five Kuwaiti Dinar)	3,875

- 5.2 Our fee estimates assume that no out-of-pocket expenses will be incurred on the engagement and that all files, records, and other information required by us will be readily accessible and all explanations that we consider necessary will be provided on a timely basis. If any outlays are incurred on the engagement, they will be billed on an actual basis when incurred.
- 5.3 Our fee notes are payable on presentation and should be settled 15 days from the date of the invoice.
- 5.4 Each of us can terminate the engagement or suspend its operation by giving 30 days prior notice in writing to the other at any time. Such termination or suspension will be without prejudice to any rights that may have accrued for either of us before termination or suspension and all sums due to us shall become payable in full when termination or suspension takes effect.
- 5.5 In the event of early termination of our engagement we will bill the Company for the services rendered upto the date of termination at the hourly rates set out in 6.3.

6. INFORMATION RELEVANT TO THE SERVICES TO BE RENDERED BY US

- 6.1 You have agreed to ensure that the Company's accounting records and any information including minutes of all shareholders', directors' and management meetings which we may require for the purpose of providing the services set out in this letter are made available to us, as and when we may reasonably require. You will ensure that all information provided to us in connection with this engagement will be true and not misleading, that all statements or expressions of opinion, intent and expectation will be honestly held and made on reasonable grounds and that there will not be omitted from any part of such information any fact or matter the omission of which would make the whole or any part of such information false or misleading. We will not be responsible or liable if any information material to our task is withheld or concealed from us or wrongly represented to us.
- 6.2 You acknowledge that information made available by you or otherwise known to partners or staff of Moore who are not engaged in the work under this engagement letter shall not be deemed to have been made available to the individuals who are engaged in the work under this engagement letter. In addition, we shall not be obliged to disclose to you, nor to take into account in performing the work under this engagement letter, any information if to do so might breach obligations owed to other persons or the rules of any governmental or regulatory authorities.

7. TIMETABLE

We will discuss timetable for carrying out our work under this engagement letter with the management of the Company at the beginning of the engagement. For the avoidance of doubt, the terms of this letter shall apply to all work carried out by us in connection with this engagement prior to the date of signing of this letter by the Company and Moore.

8. AUDIT FILES, WORK PAPERS AND CORRESPONDENCE

Audit files, work papers and correspondence generated for our purposes and in our possession or control and relating to this engagement shall be our sole property. You accept the use of e-mail by Moore to communicate with you including transferring data as attachment to e-mail messages. Whereas Moore will generally use e-mail for transmission of routine messages, you understand that e-mail is not a secure method for transferring data.

9. LITIGATION

In the event that we are requested pursuant to subpoena or other legal process to produce the documents relating to this engagement, in judicial or administrative proceedings to which we are not a party, the Company shall reimburse us at standard billing rates for our professional time and expenses, including reasonable attorney's fees in responding to such requests.

10. DRAFTS

During the course of our engagement we may issue draft audit report on the consolidated financial statements. In so far as any such draft audit report is inconsistent with the final signed audit report, it will be deemed to be superseded by such final signed audit report.

11. PUBLICATION/REPRODUCTION OF CONSOLIDATED FINANCIAL STATEMENTS

11.1 If management intends to publish or reproduce, in printed form (e.g. annual reports) or electronically (e.g. an Internet Web Site), the consolidated financial statements together with our audit reports (or otherwise make reference to our firm) in a document that contains other information, management agrees to:

- (a) Provide us with a draft of such documentation to read; and
- (b) Obtain our approval for inclusion of our report, before the document is finalized and distributed.

11.2 It is and will remain the responsibility of management to ensure that any such electronic distribution or publication properly presents the financial information and our report. Management will ensure that the financial information on the Company's website distinguishes clearly between financial information we have audited and other information and avoids any inappropriate association.

11.3 For the purposes of marketing or publishing or selling our services, we may wish to disclose that Moore has provided audit and other services to the Company. The Company accepts and agrees to allow Moore to use the name and logo of the Company and indicate the general nature of work performed, as a reference in proposals and other similar submissions to clients or prospective clients of Moore.

12. OUR LIABILITY FOR PROVIDING THE SERVICES

In the particular circumstances of this engagement you agree that the liability to you of this firm, any affiliated partnership or body corporate thereof, their partners, directors, employees and agents (in contract or tort or under statute or otherwise) for any economic loss or damage suffered by you arising out of or in connection with this engagement, however the loss or damage is caused, shall be limited to the amount of our fee of KD 3,875.

You agree to indemnify and hold harmless this firm, its partners, employees and agents from and against any and all costs, expenses, losses, claims, demands, actions, suits or proceedings paid, incurred or suffered by or made or initiated against them or any of them by any third party arising out of or in connection with this engagement.

We accept the benefit of the above two clauses as agent and trustee for each of our partners, employees and agents.

13. THIRD PARTY RIGHTS

This engagement shall not create or give rise to, nor shall it be intended to create or give rise to any third-party rights. No third party shall have any right to enforce or rely on any provision of this engagement letter, which does or may confer any right or benefit on any third party, directly or indirectly, expressly or impliedly. The application of any legislation giving to or conferring on third parties contractual or other rights in connection with this engagement letter shall be excluded. No Moore person shall be deemed to be a third party for the purposes of this clause.

14. CIRCUMSTANCES BEYOND THE CONTROL OF THE COMPANY OR MOORE

Neither the Company nor Moore shall be in breach of their contractual obligations nor shall either party incur any liability to the other if the Company or Moore are unable to comply with this engagement letter as a result of any cause beyond the Company's or Moore reasonable control. In the event of any such occurrence affecting one of the parties, that one shall be obliged as soon as reasonably practicable to notify the other.

15. WAIVER

Failure by any one of us to exercise or enforce any rights available to us shall not amount to a waiver of any rights available to either of us.

16. NOTICES

Any notice to the Company or Moore delivered under this engagement letter shall be in writing and delivered to our respective addresses appearing in this engagement letter (or such other address as may be notified in writing).

17. MOORE PERSONNEL

The Company shall not, directly or indirectly, solicit the employment of the partners, directors or employees of Moore while the services are being performed or for a period of two years following their completion.

18. SEVERABILITY

Each clause or term of this engagement letter constitutes a separate and independent provision. If any of the provisions of this engagement letter are judged by any court or authority of competent jurisdiction to be void or unenforceable, the remaining provisions shall continue in full force and effect.

19. ENTIRE AGREEMENT

This engagement letter sets out the entire agreement and understanding between the Company and Moore in connection with the audit services. Any modifications or variations to this engagement letter must be in writing and signed by an authorized representative of the Company and Moore.

20. COMPLAINTS

If at any time you would like to discuss with us how our work under this engagement can be improved or if you have a complaint about it, you are invited to telephone the engagement partner. If your problem is not resolved, you should contact Mr. Husni Ilayan, our Partner. We will investigate any complaint promptly and do what we can to resolve the difficulties.

21. HEADINGS

The headings of the clauses contained in this engagement letter are for ease of reference only and shall not affect its interpretation hereof.

22. LAW AND JURISDICTION

This engagement letter shall be subject to and governed by Kuwaiti law and all disputes arising from or under this engagement shall be subject to the exclusive jurisdiction of the Kuwait courts.

23. CONCLUSION

We should be grateful if you will sign and return the attached copy of the letter to indicate that it is in accordance with your understanding of the arrangements for our audit of your consolidated financial statements.

Yours sincerely



Adnan Ali Al Hazeem
License No. 40 "A"
Member firm of Moore Global



Gentlemen,

We confirm that the contents of this letter accord with our understanding of the audit services to be provided by Moore and we confirm Moore appointment in accordance with the foregoing terms.

Yours faithfully,

On behalf of Sharq Investment Company And its Subsidiaries

Authorised signature: 

Name: Adel Al Nakas

Title: Chairman

Date: 10 - August 2022

