

INFORMATIONAL SERVICES DELIVERY CONDITIONS

Version 27.10.2017

These Informational Services Conditions (hereinafter ToS) define criteria and rules for the information services provision by the Contractor, the order recommendations fulfillment by the Contractor, and the cost of services.

1. CONTRACTOR TARIFFS.

Tariff	SGADEMO	SGABUSINESS	SGAVIP	SGAPREMIUM
Subscription term	(***)	30 days	12 months*	Individually**
Recommended maximum investment	6000 USD	100 000 USD	5 000 000 USD	Unlimited
Recommended minimum investment	1000 USD	6000 USD	100 000 USD	5 000 000 USD
Potential profit	up to 10% per month	up to 10% per month	up to 50%*	Individually**
Subscription cost	0 USD	0 USD	0 USD	0 USD**

(*) **SGAVIP** tariff plan subscription term is up to 12 (twelve) months. Under this tariff only 2 (two) recommendations are delivered (one recommendation to open and one to close the position). Upon reaching the profit listed in the tariffs, the subscription term expires.

(**) All **SGAPREMIUM** tariff plan conditions are discussed individually.

(***) **SGADEMO** subscription is a one-time offer.

Subscription term is not limited in time but is determined by the number of delivered trading recommendations to the Customer – 7 (seven) recommendations to open positions and 7 (seven) recommendations to close the positions for the equities for which the opening recommendations had been sent. After the Contractor has sent 7 (seven) trading recommendations to open positions, no more new recommendations are sent. All **SGADEMO** tariff regulations are subject to section 5 of these ToS.

SGADEMO tariff subscription expires when one of the following conditions is met:

- After the Customer has been sent 7 (seven) recommendations to close the positions for the equities for which the opening recommendations had been sent;
- If the Customer subscribes to a different Service package (except **SGAPREMIUM** и **SGAVIP**) prior to the expiration of the **SGADEMO** subscription no more **SGADEMO** tariff recommendations are sent but the newly selected tariff subscription is activated.

2. GENERAL ORDER OF EXECUTION OF CONTRACTOR'S RECOMMENDATIONS BY THE CUSTOMER

2.1. If the Customer uses the services of a professional Russian Federation stock market broker to place an order on the phone, upon receipt of the recommendation from the Contractor, the Customer:

2.1.1. Calls the designated representative of the professional Russian Federation stock market broker, with whom they have a brokerage service agreement.

2.1.2. Passes the professional Russian Federation stock market broker's authentication procedure to identify the Customer as their Client (full name, client code, secret word or other information in accordance with the brokerage agreement).

2.1.3. Passes on the information to the professional Russian Federation stock market broker without altering it, as per the recommendation received from the Contractor (section 2.2. of the Proposal for the informational services) to buy /sell a security, specifically: security name, security price.

2.1.4. If it is not possible to act upon the recommendation to open the position at specified price, cancels the order to the professional Russian Federation stock market broker, placed as per the Contractor's recommendation.

2.1.5. Waits for the new recommendation from the Contractor to open a position and repeats the steps described above.

2.2. In the case of independent trade via the stock terminal the Customer:

2.2.1. Places the limited order to buy/sell a security as per the recommendation received at the price specified in the recommendation.

2.2.2. If it is not possible to act upon the recommendation to open the position at specified price, cancels the Customer's order in the stock terminal placed as per the Contractor's recommendation.

2.2.3. Waits for the new recommendation from the Contractor to open a position and repeats the steps described above

3. THE USE OF SGAPREMIUM TARIFF BY THE CUSTOMER

3.1 The Customer registers their Account on the Contractor's Website and submits a request for the SGAPREMIUM tariff plan either by phone or by filling out a request on the feedback form on the Contractor Website.

3.2. The Customer is contacted by phone by the designated representative of the Contractor responsible for the Customer account management to prepare a personal offer. If necessary they make an appointment with the Contractor.

3.3. During the negotiations with the Customer the amount of investment, investment term and the projected profit satisfactory for the Customer.

3.4. At the end of the negotiations, the designated representative of the Contractor responsible for the Customer account management formulates the personal offer.

3.5. The Contractor forwards the draft of the Individual Service Agreement to the Customer for review.

3.6. After the terms of the Individual Agreement are finalized the Customer selects the Russian Federation stock market broker to open a brokerage account or uses an already open one.

3.7. The Customer consults with the designated representative of the Russian Federation stock market broker in regards to the brokerage agreement conditions and tariffs or uses the existing brokerage account.

3.8. The Customer signs the brokerage Agreement with the Russian Federation stock market broker or uses an existing brokerage account.

3.9. The Customer deposits the agreed amount of the monetary funds but no less than 5 000 000 (five million) USD into the brokerage account.

3.10. The designated representative of the Contractor responsible for the Customer account management sends the information about the offer to open the position to the Customer's email. The information is duplicated by a phone call.

3.11. The Contractor provides the Customer a recommendation containing: subscription name, stock market name (ticker), security name to open a position for, amount of funds to be invested into said security and the purchase price. This information is doubled via text message.

3.12. The Customer opens the position as per the Contractor's recommendation and in accordance thereof subject to the section 2 of these ToS.

3.13. The Customer does not close the position until a corresponding recommendation to close the position is received.

3.14. After receiving the recommendation to close the position the Customer sells/buys the equities within the time specified by the Contractor and according to the conditions of the recommendation subject to the section 2 of these ToS. The recommendation is duplicated via a text message.

4.THE USE OF SGAVIP TARIFF BY THE CUSTOMER

4.1. The Customer registers their Account on the Contractor's Website and submits a request for the **SGAVIP** tariff plan.

4.2. Contractor's designated representative confirms the details of the Customer's request with the Customer over the phone.

4.3. The Contractor formulates the personal offer for the Customer and forwards the draft of the Individual Service Agreement to the Customer for review.

4.4. After the terms of the Individual Agreement are finalized the Customer selects a Russian Federation stock market broker to open a brokerage account or uses an existing one.

4.5. The Customer consults with the designated representative of the Russian Federation stock market broker in regards to the brokerage agreement conditions and tariffs or uses the existing brokerage account.

4.6. The Customer signs the brokerage Agreement with the Russian Federation stock market broker or uses an existing brokerage account.

4.7. The Customer deposits the monetary funds into the opened brokerage account in the amount no less than 100 000 (a hundred thousand) USD which is the minimal recommended amount sufficient to cover expenses (MER) (taxes and brokerage commissions) and to receive resulting profit that is higher than similar investment products (savings accounts or trust management interest, etc.). The amount of deposited funds must not exceed 5 000 000 (five million) USD.

4.8. The designated representative of the Contractor responsible for the Customer account management sends the information about the offer to open the position as well as the invoice for the Contractor's services to the Customer's email. The information and invoice are duplicated by phone.

4.9. The Customer receives the recommendation as to which security and at which price to open a position for via a phone call with the designated representative of the Contractor. The recommendation is duplicated via a text message.

4.10 The Customer issues and order to the specialist of the Russian Federation stock market broker (independently via trading terminal or by phone) to open a position as per the conditions provided in the Contractor's recommendation and in accordance with the section 2 of these ToS.

4.11. The Contractor recommends to open the position for the full amount of the monetary funds in the Customer's brokerage account. The Contractor shall not be responsible if the Customer uses borrowed funds or the credit leverage (margin lending).

4.12 The Customer receives the recommendation to close the position of the security at a certain price by phone from the Contractor's designated representative. The recommendation is duplicated via a text message.

4.13 The Customer issues and order to the specialist of the Russian Federation stock market broker (independently via trading terminal or by phone) to close the position for the security portfolio as per the conditions provided in the Contractor's recommendation and in accordance with the section 2 of these ToS.

4.14. The Customer evaluates the financial result upon the completion of the deal.

5. THE USE OF SGADEMO TARIFF BY THE CUSTOMER

5.1. The use of the **SGADEMO** tariff without opening a real or virtual brokerage account:

5.1.1. The Customer registers their Account on the Contractor's Website.

5.1.2. The Customer subscribes to the **SGADEMO** tariff on My Account on the Contractor's website.

5.1.3. The Customer finds the source of the securities quotations on the internet.

5.1.4. The Customer receives Contractor's recommendation as to which security and at which price to open the position for. This information is delivered via text message.

5.1.5. The Customer compares the price of the security in the recommendation and in the internet source to ensure they match.

5.1.6. The Customer retains the information about the equity, its price and the purchase/sell date.

5.1.7. The Customer receives Contractor's recommendation as to at which price to close the position for this security. This information is delivered via text message.

5.1.8. The Customer compares the price of the security in the recommendation to close the position and with the internet source to ensure they match.

5.1.9. The Customer retains the information about the equity, its price and the position closing date.

5.1.10 The Customer calculates and evaluates the financial result upon the completion of the deal.

5.1.11. The Customer repeats the steps described in the sections 5.1.4-5.1.10 during the **SGADEMO** subscription term.

5.1.12 Upon the expiration of the **SGADEMO** tariff subscription the Customer evaluates compound financial result to ensure it matches the profitability declared by the Contractor.

5.2. The use of the **SGADEMO** tariff with a virtual brokerage account:

5.2.1. The Customer registers their Account on the Contractor's Website.

5.2.2. The Customer selects Russian Federation stock market broker that offers opening of a virtual brokerage account.

5.2.3. The Customer opens a brokerage account with the Russian Federation stock market broker in order to be able to trade on the stock market.

- 5.2.4. The Customer subscribes to the **SGADEMO** tariff on My Account on the Contractor's website.
- 5.2.5. The Customer receives Contractor's recommendation as to which security and at which price to open the position for. This information is delivered via text message.
- 5.2.6. The Customer independently places on a trading terminal a restricted order to open a position for the recommended security as per the received text message recommendation.
- 5.2.7. If it is not possible to act upon the commendation to open the position as per specified conditions, the Customer cancels the placed restricted position opening order (further steps as per section 2.2.3).
- 5.2.8. The Customer receives Contractor's recommendation as to at which price to close the position for this security. This information is delivered via text message.
- 5.2.9. The Customer independently places on a trading terminal a restricted order to close the position for the recommended security as per the received text message recommendation.
- 5.2.10 The Customer calculates and evaluates the financial result upon the completion of the deal.
- 5.2.11. The Customer repeats the steps described in the sections 5.2.5-5.2.10 within the **SGADEMO** tariff plan subscription term.
- 5.2.12 Upon the expiration of the **SGADEMO** tariff subscription the Customer evaluates compound financial result to ensure it matches the profitability declared by the Contractor.

5.3. The use of the **SGADEMO** tariff with a real brokerage account:

- 5.3.1. The Customer registers their Account on the Contractor's Website.
- 5.3.2. The Customer selects the Russian Federation stock market broker to open a brokerage account or uses an existing one.
- 5.3.3. The Customer consults with the designated representative of the Russian Federation stock market broker in regards to the brokerage agreement conditions and tariffs or uses the existing brokerage account.
- 5.3.4. The Customer signs the brokerage Agreement with the Russian Federation stock market broker or uses an existing brokerage account.
- 5.3.5. The Customer deposits the monetary funds into the opened brokerage account in an amount no less than 50 000 (fifty thousand) rubles. The amount of deposited funds must not exceed 350 000 (three hundred and fifty thousand) rubles.
- 5.3.6. The Customer subscribes to the **SGADEMO** tariff on My Account on the Contractor's website.
- 5.3.7. The Customer receives Contractor's recommendation as per section 5.2.5. of these ToS.
- 5.3.8. The Customer issues and order to the specialist of the Russian Federation stock market broker (independently via trading terminal or by phone) to open a position as per the conditions provided in the Contractor's recommendation and in accordance with the section 2 of these ToS.
- 5.3.9. If it is not possible to act upon the commendation to open the position as per specified conditions, it is necessary to cancel the placed position opening order given to the Russian Federation stock market broker as per the conditions provided in the Contractor's recommendation and in accordance with the section 2 of these ToS.
- 5.3.10. The Customer receives Contractor's recommendation as per section 5.2.8. of these ToS.
- 5.3.11. The Customer issues and order to the specialist of the Russian Federation stock market broker (independently via trading terminal or by phone) to close the position as per the conditions provided in the Contractor's recommendation and in accordance with the section 2 of these ToS.
- 5.3.12 The Customer calculates and evaluates the financial result upon the completion of the deal.
- 5.3.13. The Customer repeats the steps described in the sections 5.3.7-5.3.12 within the **SGADEMO** tariff plan subscription term.
- 5.3.14 Upon the expiration of the **SGADEMO** tariff plan subscription the Customer evaluates compound financial result to ensure it matches the profitability declared by the Contractor.

6. THE USE OF SGABUSINESS TARIFF BY THE CUSTOMER

- 6.1. The Customer registers their Account on the Contractor's Website.
- 6.2. The Customer selects the Russian Federation stock market broker to open a brokerage account or uses an existing one.

6.3. The Customer consults with the designated representative of the Russian Federation stock market broker in regards to the brokerage agreement conditions and tariffs or uses the existing brokerage account.

6.4. The Customer signs the brokerage Agreement with the Russian Federation stock market broker or uses an existing brokerage account.

6.5. The Customer deposits the monetary funds into the opened brokerage account in the amount no less than 6 000 (six thousand) USD which is the minimal recommended amount sufficient to cover expenses (MER) (subscription, taxes and brokerage commissions) and to receive resulting profit that is higher than similar investment products (savings accounts or trust management interest, etc.).

The amount of deposited funds must not exceed 100 000 (a hundred thousand) USD.

6.6. The Customer subscribes to the SGABUSINESS tariff in My Account on the Contractor's website.

6.7. The Customer can at their discretion subscribe to the SGADEMO tariff plan as per section 5 of these ToS.

6.8. The Customer receives Contractor's recommendation as per section 5.2.5. of these ToS.

6.9. The Customer issues an order to the specialist of the Russian Federation stock market broker (independently via trading terminal or by phone) to open a position as per the conditions provided in the Contractor's recommendation and in accordance with the section 2 of these ToS.

6.10. If it is not possible to act upon the commendation to open the position as per specified conditions, it is necessary to cancel the placed position opening order given to the Russian Federation stock market broker as described in the section 2 of these ToS.

6.11. The Customer receives Contractor's recommendation as to which price to close the position for this security. This information is delivered via text message.

6.12. The Customer issues an order to the specialist of the Russian Federation stock market broker (independently via trading terminal or by phone) to close the position as per the conditions provided in the Contractor's recommendation and in accordance with the section 2 of these ToS.

6.13. The Customer calculates and evaluates the financial result upon the completion of the deal.

6.14. The Customer repeats the steps described in the sections 6.8-6.13. within the selected tariff plan subscription term.

6.15 Upon the expiration of the selected tariff plan subscription the Customer evaluates compound financial result to ensure it matches the profitability declared by the Contractor.

7. TARIFF SUBSCRIPTION EXTENSION CONDITIONS

7.1. The Contractor has the right to inform the Customer of their tariff plan subscription term end.

8. RISKS AND RESPONSIBILITIES

8.1. **Use of borrowed funds.** When using borrowed funds the Customer fully understands that they increase their risk level.

The Contractor shall bear no responsibility for the Customer's use of the borrowed monetary funds or the credit leverage (margin borrowing).

8.2. Getting negative financial result in a specific deal. The Customer understands that they can get an insignificant negative result in a specific deal due to the unpredictable situation in the stock market. Getting an insignificant negative financial result based on a specific trading recommendation is absolutely not critical, as the Contractor constantly monitors the situation in the stock market as well as the situation in regards to the open positions of the Customer. Should the Contractor suspect that a given security might significantly change in price and to avoid the Customer getting significant negative financial result, the Customer will receive from the Contractor a recommendation to close a previously open position for aforesaid security.

8.3. Customer non-compliance with recommendations. The Customer understands and fully assumes the responsibility for their non-compliance with the trading recommendations of the Contractor.

8.4. Deal profitability. The Customer understands that in order to receive the level of profitability declared by the Contractor they must account not only for the financial profitability of a specific deal but also all the expenses related to the purchase/sale of the securities, including:

- Russian Federation stock market broker's commission for executing the securities trades,
- Real entities income tax,
- Russian Federation stock market broker's commission for the use of trading terminals,
- Russian Federation stock market broker's commission for deposit of funds,
- Russian Federation stock market broker's commission for payout,
- Other expenses related to the Russian Federation stock market broker's tariffs and fees

8.5. Delayed subscription extension. The Customer understands that delays in the subscription extension will lead to suspension of delivery of the position opening/closing recommendations.

8.6. Failure to comply with the Contractor's rules and recommendations. The Customer understands that their failure to comply with the SGA Consulting rules and recommendations can result in worsening of the general financial state of the Customer.

9. FINAL CLAUSES

9.1. The Customer has the right to request any kind of information related to the fulfillment of the obligations of this informational Services Proposal and the Contractor agrees to provide an extensive response to the Customer's question.

9.2. The Contractor strongly advises the Customer **NOT to:**

- Fail to comply with the main conditions listed in the description of a selected tariff plan, specifically in regards to minimal and maximal investment limits as per selected tariff plan.
- Combine the Contractor's recommendations with other recommendations from third parties.

9.3 The Contractor strongly advises the Customer to:

- Carefully study and distinguish the securities recommendations received from the Contractor,
- immediately contact the Contractor by phone or email in case of any questions or misunderstanding in regards to the received recommendations,
- fulfill the recommendations precisely in accordance with the conditions listed in them,
- remain within their cellular provider network range after opening position for a security – in order to be able to receive the recommendation in a timely manner and close the position.