

## **PROPOSAL FOR INFORMATION SERVICES**

Version 27.10.2017

«Alternative Contemporary Technologies» LLC, hereinafter “Contractor” represented by COO Golovanov Sergey Viktorovich, acting in accordance with the attorney letter N01-d from 12.01.2017, intends to sign an agreement for information Services with any natural entities, hereinafter:

- A “Customer”, is anyone who desire to receive Services from the Contractor and requests Service from the Contractor by phone or via internet in accordance with this Proposal (hereinafter Agreement, Proposal);
- A “Partner”, is anyone who pursues legal or other actions aimed at finding Clients for the Contractor and has signed the Services Agreement.

As part of this Agreement the Customer can simultaneously register on the Contractor's website as a Partner.

A copy of the Agreement currently in effect is always available for the Customers on the Website of the Contractor, even at the time before the Customer has accepted the terms of this Agreement.

Wherein the terms Contractor, Customer and Partner are mentioned together in the text of this Agreement, they shall be referred to as “Parties” and wherein they are mentioned separately, each shall be referred to as “Party”. Each Party guarantees the other Party that they possess the necessary legal and active capacity that is sufficient enough to enter into this Agreement and execute it in accordance with its terms and conditions.

This agreement comes into effect upon:

- Any Customer who registers on My Account on the website, and who pays for the Information services, is deemed fully and non-exclusively accepting all the terms and conditions of this Agreement;
- Any Partner who accepts the Agreement must possess a Certificate that confirms both the validity of the partnership, and the that this same Partner is, fully and non-exclusively accepting of the terms and conditions of this Agreement without any exclusions and limitations.

This document is a Proposal and contains all significant conditions of the informational and consultative Services provided. In accordance with the Paragraph 2 Article 437 of the Russian Federation Civil Code (RFCC), in case of the acceptance of the conditions set forth by this Agreement (acceptance), any natural entity possessing necessary legal and active capacity and accepting this Proposal becomes the Customer.

In accordance with the Paragraph 3 Article 438 of the RFCC, acceptance of the Proposal is equivalent to entering into the Agreement under terms and conditions set forth in the Proposal. Acceptance of the Agreement (Proposal Acceptance) is full and non-exclusive and means acceptance of all terms and conditions therein.

## 1 TERMS AND DEFINITIONS

For the purpose of this Proposal the terms and definitions hereunder are used in the following manner:

**1.1 Proposal Acceptance** – a full and non-exclusive acceptance of the Proposal by effecting actions described in the section 3 of the Proposal. Proposal acceptance creates the Agreement.

**1.2 Long Position (long)** – an operation in which the Customer issues an order to the broker to open a position to receive profit from the equities price increase.

By opening a long position the Customer buys equities at a lower price and sells them at a higher price after the listed price increases. The difference between the buying price and the selling price constitutes the Customer's profit.

**1.3. Proposal** - this document, offers the Customer and the Contractor or the Contractor and Partner to enter into a deal.

As part of this Agreement the Contractor warrants the Partner to pursue legal or other actions aimed at finding Clients for the Contractor and these Clients entering into the Agreement with the Contractor.

**1.4 Access to the stock market** – the set of instruments allowing to trade (buying/selling) in the stock market as well as issue orders to the stock market trading professionals to execute such trades.

**1.5 The Customer** – a natural entity – the Agreement Party accepting the Proposal with all terms and conditions, who desires to receive the informational Services (information product) from the Contractor in accordance with the Services provision Conditions (Appendix 1) which are an integral part of this Agreement and are freely available on the Contractor's website. The Customer must access the stock market independently without any participation of the Contractor.

**1.6 Closing the stock market position** – buying or selling equities at a certain price.

**1.7 Individual Agreement** – bilateral agreement between the Contractor and the Customer, signed in writing for each Party, in which the Contractor agrees to deliver the Services to the Customer in accordance with individual conditions. The Individual Agreement is entered into by the Contractor and the Customer when the latter selects the SGAVIP or SGAPREMIUM tariff.

**1.8 Website (Site)** – a set of static and dynamic pages containing text data, pictures, video and other digital information, united under the same address (domain name or IP address) on the Internet, located on the Internet under a unique address (URL): <http://sgacons.com/>

**1.9 Informational product (Information services)** – the information received by the Customer from the Contractor under this Agreement and in accordance with the conditions set forth therein, which contains recommendations to buy or sell securities (opening or closing of the positions) in the Russian Federation stock market (Moscow stock exchange) and international equities on the SPB (Saint-Petersburg stock exchange).

1.10 **Contractor** – legal entity that is not a Russian Federation stock market trading professional, whose activities are not subject to licensing, and who delivers the information Services that are constituted of the information described in the sections 1.9, 2.1 and 2.2 of this Agreement.

1.11 **Client** - natural entity registered on the website of the Contractor under a unique Partner ID.

1.12 **Short position (short)** – an operation in which the Customer issues an order to the broker to open a position to receive profit from the equities price decrease.

By opening a short position the Customer incurs equity debt from the broker and sells these equities at the listed price. After the price decreases, the Customer buys them at a lower price, repays the debt in the form of the equities and receives profit from the sale and buy price.

1.13. **Customer's Account** – a set of software instruments allowing the activation the Services provided by the Contractor under this Agreement, and receives information about them. Access to Customer's Account is provided with login and password upon acceptance of this agreement and effecting certain necessary actions listed in the informational Services Conditions (Appendix 1).

1.14 **Moscow Interbank Currency Stock Exchange (MICEX)** - (“Moscow stock exchange” since 2012) – Russian financial institute ensuring ongoing functioning of the organized stock market.

1.15 **Open a position in the stock market** – execute a purchase or a sale of equities at a certain price.

1.16 **Partner** – a natural entity, on their own behalf, that effects legal or other actions aimed at finding potential Clients for the Contractor and having these Clients enter into the “Agreement for the informational services delivery” between these Clients and the Contractor.

1.17 **Partner Program** – a form of business collaboration between the Contractor and Partners under this Agreement.

1.18. **Saint-Petersburg Stock Exchange (SPB)** – stock exchange in Saint-Petersburg.

The trading of foreign securities was launched on the Saint-Petersburg Stock Exchange in November 2014. The trades are settled in USD and are subject to Russian legal regulations. Equities are stored in the Russian Settlement and Depository Centre (SDC). Any type of investors, including non-professional, are eligible to execute trades with these equities at Saint-Petersburg Stock Exchange.

1.19 **Stock Market Ticker** – unique letter code of the Stock Market in the international trading system.

1.20 **Security (equity) ticker** – unique letter code of the security (equity) in the Stock Market trading system

1.21 **Informational Services delivery Conditions** – a document that establishes the protocol of liaison between the Contractor and the Customer during the delivery of informational Services, and is an integral part of this Agreement and is available on the Contractors' Website for any interested person. Customer going into this Agreement with the Contractor upon Acceptance

deems the Customer unanimously agreeing with the informational Services delivery Conditions (Appendix 1) and accepting them in full.

**1.22 Profile (Account)** – the account stored on the Website and containing necessary identification data required for Customer access to the Website, Website Authentication and control information. This Account includes but is not limited to the Customer name, and Password (or other authentication means). Any action on the Website by any specific entity after the purchase of the Services must be carried out only from the Account to which access was provided for the purpose of receiving the Services.

**1.23 Stock Exchanges** – Moscow Interbank Currency Stock Exchange (MICEX) and Saint-Petersburg Stock Exchange (SPB).

## 2. PROPOSAL SCOPE

2.1 As part of this Agreement the Contractor provides the Customer with informational Services by sending the information containing the recommendations about the opening and closing of the positions on the Stock Markets to the Customer (to the mobile phone number provided by the Customer during registration and to the Account registered on the Website).

2.2 Information about the product (information, recommendation) includes the following:

- subscription name, Stock Exchange name (ticker), short or long position opening information, security name, security ticker, price [limit] till which the Customer must buy or sell the security, and the Contractor's phone number. The information is provided to the Customer in the following format (example):

### **Recommendation to open and close a short position:**

*Example of an opening and closing of the position on Moscow Interbank Currency Stock Exchange (MICEX):*

*SGADEMO: We are opening a short position. Equity <security name>, <security ticker>, MOEX, price no less than XXXX RUB., contact phone: 88005509373/+14156896917.*

*SGADEMO: We are closing a short position. Equity <security name>, <security ticker>, MOEX, at current price RUB., contact phone: 88005509373/+14156896917.*

### **Recommendation to open and close a long position:**

*Example of an opening and closing of the position on Saint-Petersburg Stock Exchange (SPB):*

*SGADEMO: We are opening a long position. Equity <security name>, <security ticker>, SPB, price no higher than XXXX USD., contact phone: 88005509373/+14156896917.*

*SGADEMO: We are closing a long position. Equity <security name>, <security ticker>, SPB, at current price in USD., contact phone: 88005509373/+14156896917.*

2.3 The frequency of the information delivery to the Customer is not constant but dynamic and depends on the situation in the stock markets. There is no constant time of the information

delivery. The information can not be delivered in regards to the specific instruments that interest the Customer and is delivered in regards to different instruments.

2.4 The Contractor provides recommendations that allow the Customer increase their profit. However, the Contractor does not guarantee the increase of the Customer's profit if the Customer follows the recommendations; therefore any responsibility of the Contractor in case of the Customer incurring any losses as a result of acting on the recommendations is waived.

2.5 This Agreement has the power of the Service delivery Act. No claim to return funds, as set forth in the section 3 of this Agreement, means that the Services have been delivered in full, on time and of proper level of quality. Receipt of Services is completed without signatures on paper or otherwise.

2.6 Customer registers on the Website by filling out the appropriate registration forms. During registration the Customer enters Customer name, date of birth, phone number, email and password. The Contractor is not responsible for the security of the login and password information used by the Customer.

2.7 When entering their data by filling out the appropriate registration forms the Customer agrees to give the Contractor permission to collect, processing and storage of their personal data. The Contractor guarantees security of such data and guarantees its non-disclosure to third parties.

2.8 If the Customer has registered the Account under the Partner personal code, then the Customer gives their own permission to the Contractor to gain access to their personal data. The Partner guarantees the security of the data and guarantees no access to it by the third parties.

2.9 The Customer agrees that by providing their personal data on the Website by filling out the appropriate registration forms, in accordance with the Article 18 of the Federal law "On Advertisement" N38-FZ from 13.03.2006, they give their preliminary permission to receive promotional offers and advertisement from the Contractor via text messages and emails. Each message sent to the Customer shall contain the Contractor's phone number as contact information.

2.10. The Information Services delivery Conditions (Appendix 1) which are an integral part of this agreement contain detailed description of the information Services.

### **3. PROPOSAL ACCEPTANCE AND ENTERING INTO AN AGREEMENT. AGREEMENT TERM AND CHANGES.**

3.1 The Customer confirms the Acceptance of the Proposal by filling out the forms which confirm the acceptance of this Proposal by the Customer on the Website.

3.2 The Agreement is considered signed and in force from the moment of the Customer's Acceptance of the Proposal and is in force until:

- a) the moment this Agreement is cancelled (in accordance with section 3.4, 3.6);
- b) the moment when one of the Parties fails to uphold this Agreement (in accordance with sections 3.3, 3.4, 3.6).

3.3. The Contractor has the right to change or cancel the Proposal at any time at their discretion. The Customer agrees that any changes to the Proposal also applies to the existing and active Agreement between the Contractor and the Customer and such changes to the Agreement are considered in effect at the moment when they are made to the Proposal.

The latest and renewed version of the Proposal must be published on the Contractor's website no later than 10 (ten) calendar days prior to the time when the new Proposal conditions are in effect. The Customer is deemed in full and unilateral agreement with the new version of the Proposal should they continue to use the Website and receive the informational product from the Contractor upon the time when the new Proposal conditions are in effect.

Should the Customer disagree with the new conditions of the Proposal, they must unilaterally decide to terminate the Agreement by sending a request to delete the Account (in My Account). The Agreement is deemed null and void from the moment the Contractor receives the email request to delete Customer's account.

3.4 The Agreement is deemed null and void from the moment the Contractor recalls the Proposal.

3.5 By entering into this Agreement, the Customer confirms that they agree with its conditions as well as confirming that this Agreement does not contradict the Russian Federation legislation, does not divest the Customer of their rights normally provided by such Agreements, does not exclude or limit the responsibility of the Contractor from defaulting on their obligations, and does not contain any other expressly onerous or unreasonable conditions for the Customer.

The Customer has the right to unilaterally cancel the Agreement by sending a request to delete the Account (in My Account). The Agreement is deemed null and void from the moment the Contractor receives the email request to delete Customer's account. In all cases the Customer must notify the Contractor about the cancellation of this Agreement.

#### **4. RIGHTS AND RESPONSIBILITIES OF THE PARTIES**

4.1 The Contractor agrees to:

4.1.1. Deliver the informational Services in accordance with the section 2.1 of this Agreement and current legal regulations of the Russian Federation, in an uninterrupted fashion and with the expected level of quality.

4.1.2. Provide 24/7 website functionality and access to the information on it.

4.1.3 Provide technical support consultations for the Customer in regards to any technical questions by phone or via email.

4.1.4 Notify the Customer by email, Website posting, or on My Account due to an inability to deliver services. In such cases the Customer has the right, at their discretion, to either cancel the Agreement (section .6) or suspend this Agreement until the Contractor regains the ability to deliver the Services under this Agreement. In each case the Customer must notify the Contractor by email of their intent.

4.2. The Contractor has the right to:

4.2.1. Send messages with information about additional terms and conditions, promotional offers, discounts (including advertisements), to the Customer's phone or email.

4.2.2. Unilaterally change the content, format, terms, time or other characteristics of the Service without any advance notice to the Customer.

4.3. The customer agrees to:

4.3.1. Study the current Service delivery Terms and Conditions, reflected in this Proposal in full, and prior to the moment of Acceptance.

4.3.2. Provide true and correct personal data, including that necessary for Account creation.

4.3.3. Never disclose their personal data used for Website authorization (login and password) to third parties, but to keep them secure and confidential.

4.4. The Customer has the right to:

4.4.1. Demand from the Contractor proper fulfillment of their responsibilities under this Agreement.

4.4.2. Select the necessary amount of Services delivered by the Contractor under this Agreement.

4.4.3. Make changes to personal data entered during the registration.

4.4.4. Request consultation support from the Contractor.

4.5. By accepting the terms and conditions of this Proposal, the Customer confirms and guarantees to the Contractor that the Customer:

- has studied the terms and conditions of the Proposal and Informational Services delivery Terms and Conditions (Appendix 1) in full;
- fully understands the scope of the Proposal, informational Services delivery Terms and Conditions (Appendix 1);
- has studied the FAQ section on the Contractor's official Website - <http://sgacons.com> in full;
- has studied in full detail the information listed on the Contractor's official Website - <http://sgacons.com>.

## **5. PARTNERSHIP PROGRAM TERMS AND CONDITIONS**

5.1. Mandate execution order:

5.1.1 The Partner registers on the Contractor Website.

5.1.2 Upon Acceptance of the Proposal the Contractor confirms the status of the Partner on the Contractor Website.

5.1.3 Partner status under the Proposal is confirmed by a Partner Certificate that shows a unique Partner number, their full name and address.

5.1.4 The Partner negotiates with Clients in regards to signing the Proposal with the Contractor, upon which the Partner provides the Contractor with the following information:

- the Client's full name;
- the Client's phone number that they use to register on the Contractor's Website.

This information is transmitted by phone, email or any other means at the Partner's discretion.

5.1.5. Any Client referred by the Partner must register on the Contractor Website in the following manner:

5.1.5.1. The Client registers independently using the Partner's referral link, the Client is automatically assigned a unique Partner ID number;

5.1.5.2. If the client is not able to register as described in section 6.1.5.1 the Contractor registers the Client in Partner program, assigning the Client a unique Partner ID number based on the information received as described in the section 6.1.4.

5.1.6. The mandate is considered fulfilled by the Partner under this Proposal if the following conditions are observed:

5.1.6.1. The Client registers on the Contractor Website,

5.1.6.2. The Client receives at least one recommendation to open a position.

5.1.7. The Partner agrees that by providing their personal data on the Website by filling out appropriate registration forms, in accordance with the Article 18 of the Federal law "On Advertisement" N38-FZ from 13.03.2006, they give their preliminary permission to receive promotional offers and advertisement from the Contractor via text messages and emails. Each message sent to the Customer shall contain the Contractor's phone number as contact information.

5.2. Rights and Responsibilities of the Parties:

5.2.1. Under this Agreement the Contractor agrees:

5.2.1.2. Provide the security of the Client and Partner personal data and ensure no access to it by the third parties.

5.2.2. The Partner agrees:

5.2.2.1. Fulfill the mandate reasonably and in good will, in accordance with the Contractor's directions, in accordance with good business practices or other normally acceptable requests.

5.2.2.2. Provide the Contractor (at Contractor's request) all information regarding the fulfillment of the mandate.

5.2.2.3. To never provide Clients with the Services which are the scope of this Proposal.

5.2.2.4. Pay the Contractor a fine in the amount of 100 000 (one hundred thousand) Rubles in the case of defaulting on the section 6.2.2.3. of this Agreement.

5.2.2.5. To never disclose the confidential information regarding the referred Clients.



5.2.2.6. Notify the Contractor of any changes to the Partner's personal data (passport number, full name, bank account information, etc.) within 10 (ten) days of such changes.

5.2.3. Under this Agreement the Contractor has the right to:

5.2.3.1. Receive from the Partner all necessary information in regards to the fulfillment of the mandate;

5.2.3.2. Refuse without explanation to sign the Proposal with a client referred by the Partner.

5.2.3.3. Unilaterally make changes to this Proposal and change the amount of reward to the Partner at Contractor's discretion after notifying the Partner of the said changes on the Contractor Website within 10 (ten) calendar days.

## **6. RESPONSIBILITIES OF THE PARTIES**

6.1. The Parties are accountable for failure to fulfill the undertaken responsibilities under this Agreement or for undue fulfillment of such responsibilities under this Agreement in accordance with the effective laws of the Russian Federation.

6.2. The Contractor shall be released of responsibility should the failure to fulfill the obligations or undue fulfillment of the obligations under this Agreement is a result of the force majeure or is the fault of the Partner or Customer (software or technical defects of the Customer's computers or phones, viruses or other malware in the Customer's hardware; internet interruptions or limitations introduced by the ISP, etc.).

6.3 The Contractor shall not be held responsible for the network defaults and limitations introduced by the regional ISP, as well as for the interruptions in the work of the Customer's or Partner's regional ISP hardware, which could lead to unforeseen or unscheduled temporary disconnections of the Customer or Partner from the internet or phone networks and result in the Customer being unable to fully use the recommendations.

6.4. The Contractor shall never and under any circumstances be held responsible by the Customer in the case of the Customer not receiving any profit while acting in reliance on the recommendations provided by the Contractor.

6.5. The Contractor shall not be held responsible for the correctness of the information provided by the Customer or Partner during the registration on the Contractor Website.

## **7. FORCE MAJEURE**

7.1. No Party shall be held responsible for failure to fulfill the obligations under this Agreement in the event of it being a result of the force majeure including but not limited to: earthquake, flood, hurricane, fire and other natural disasters, technological catastrophes, epidemics, war or military actions, state of emergency or decisions made by the state or local authorities.

7.2. A Certificate or an expert determination issued by the Chamber of Commerce and Industry or other official state authorities shall serve as confirmation of the state of force majeure.

7.3. The Party which is not able to fulfill the obligations under this Agreement - in part or in full – shall immediately notify the other Party of such circumstances. If such circumstances arise, the

Agreement between the Parties is deemed null and void from the day on which one of the Parties receives such notification from the other Party.

## **8. GOVERNING LAW. DISPUTE RESOLUTION**

8.1. Anything that is not described or covered by this Agreement shall be subject to the effective law of the Russian Federation.

8.2 All disputes and differences arising between the Parties under this Agreement or in relation to it shall be settled by negotiation.

8.3 If such disputes and differences cannot be settled by negotiations they shall be settled in accordance with the Russian Federation law and at the address of the Contractor, and shall be subject to the extrajudicial complaint settlement procedure.

8.4 The Contractor shall have 14 (fourteen) days to review the complaints from the moment they were received. In the case when there is no information on the receipt of the complaint, the term starts on the 10th (tenth) calendar day after the date of the postal stamp of the sender.

## **9. CONTRACTOR CONTACT INFORMATION**

**«Alternative Contemporary Technologies» LLC**

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