

## **SERVICE AGREEMENT**

### **1. General Provisions**

The following concepts and definitions are used in the contract:

1.1 Agreement - this agreement on providing services by the Company via the Internet and services for delivery of goods and storage of gold bullion.

Services - execution of orders for purchase and sale of investment gold bullion in accordance with the General Terms and Conditions of Trade Transactions as well as control over execution of orders and use of tools for advertising and bonus activities.

The Agreement is available on the Company's website and is concluded electronically between the Company and the Buyer, the Order Holder, through the Company's website.

1.2 The Company - INNOVA GOLD is an online shop - UG HK GROUP LIMITED, registration number 2597377, legal address Suite 1404, Tung Wai Commercial Building, 109-111 Gloucester Road, Wan Chai, Hong Kong.

1.3 The Buyer, the Owner of the order, the Recommender, and also referred to as the "Client" or "Clients" (if the subject is represented by a group of persons) is an individual or a legal entity.

1.4 Parties - Company and Buyer, Owner of the order.

1.5 Website - the Company's webpage, available on the Internet at [www.innova.gold](http://www.innova.gold) , which has a Personal Account

1.6 Personal Account - the interface on the website that the Company provides to the Buyer for ordering goods, controlling their execution and monitoring the used services, etc.

1.7 General terms and conditions of trade transactions - the terms and conditions of this Agreement, available on the website and which are the rules established by the Company when making trade transactions and relations with the Buyer, the Order Holder, which the Buyer agrees with concluding this Agreement.

1.8 Only persons over 18 years old may conclude this agreement.

### **2. Subject of the Agreement, the rights and obligations of the Parties.**

2.1. In accordance with the terms of this Agreement, the Company provides the Buyer with the right to use the services of placing orders for purchasing and selling investment gold bullion and goods, using the technical tools provided by the Company.

2.1.1. Purchase and sale prices of gold bullion and prices for services provided by the Company are available on the Company's website and may change in accordance with the provisions of this Agreement and the General Terms and Conditions of Trade Transactions.

2.1.2. The company delivers gold and goods through an insured courier mail. At the request of the client, the Company places investment gold bullion for storage in a certified depository of precious metals. The owner of the order pays for delivery and storage of the precious metal. The receipt of gold from the vault is carried out only by prior arrangement.

2.1.3 At a time, all customers of INNOVA GOLD online shop can place one order for each type of contract within the framework of the bonus program.

2.2. For the use of the Personal Account and the technical tools provided by the Company for executing orders and carrying out advertising and bonus activities, the Buyer undertakes to pay the Company a fee for each cycle of the order in the amount of 25 and 50 euros, hereinafter referred to as the Subscription fee.

2.2.1. After payment of the Subscription fee by the Owner, the Company is obligated to provide the Buyer with technical tools in their Personal Account to enable the purchase and sale of investment gold, control over the execution of the Buyer's order, in accordance with the General Terms and Conditions of Trade Transactions and advertising activities performed by the Owner.

2.3. For advertising and attracting customers, the Company pays bonuses to the Order Holder, hereinafter referred to as Bonus Remuneration, in the amount, manner and terms determined on the basis of the General Terms and Conditions of Trade Transactions and the General Terms and Conditions for participation in the bonus program.

2.4. When using the Personal Account and using the services provided by the Company, the Order Holder is prohibited to send advertising information without consent of the addressee (spam), while the concept of "spam" is defined as a commercial message (that is, an electronic message intended for advertising goods, services or the way companies operate), which is sent out automatically and without the consent of the recipient.

2.5. The owner of the order is obliged not to distribute information defaming the Company, false or distorted information regarding the Company and the services provided by the Company, not

to interfere with the activities of the Company and its customers. Actions that interfere with the Company should also include advertising on the marketing plan and products of competitive companies. Besides, the owner of the order is obliged to fulfill other requirements defined in this Agreement and in the General Terms and Conditions of Trade Transactions.

2.5.1 The Company hereby has the right to refuse to conclude an agreement with any person acting in a way different from the requirements provided by the Company. Any person, who violates the civil laws of the country of residence by not observing the rules of work in the Company, as well as any charters of civil laws, may be held liable in accordance with the laws of their country. The company has the right to apply to state legal bodies to initiate proceedings against any such person.

2.6. When using the Company's additional services, the Owner of the order agrees to comply with the rules defined by the Company for the use of the provided services, and is also liable for all losses that the Company may suffer due to violation of the rules for using service tools.

### **3. Payment under Agreement**

3. Payment of the Subscription fee for using the Personal Account and technical tools for execution of the Buyer's Order is made at the time of placing the Order.

3.1. The subscription fee for using the Personal Account and the technical tools provided by the Company is determined on the basis of the General Terms and Conditions of Trade Transactions. By concluding the Agreement, the Owner of the order confirms that he is aware of the Subscription fee and agrees to pay it.

3.2. The company has the right to unilaterally review the Subscription fee and the General terms and conditions of Trade Transactions. The Company shall notify the Order Owner of the change in the General Terms and Conditions and the Subscription fee by posting a message about it on the website or in another manner. The date of entry into force of the new General Terms and Conditions, as well as the amount of the Subscription fee, is the date of their publication on the website, while the Order Holder has the right to continue using the Personal Account and provided technical tools for the previous Subscription fee until the completion of the Order.

3.2.1. If the Owner of the order does not agree with the change in the General Terms and Conditions when concluding trade transactions and the Subscription fee, they are obliged to notify the Company by mail within 7 (seven) days from the date of entry into force of the changes in the Subscription fee. If during this period the Company has not received a notification

from the Order Owner, it is considered that the Order Owner agrees with the change to the General Terms and the Subscription Fee.

3.2.2. In case the Buyer does not agree with the change in the General Terms and Conditions when concluding trade transactions and the Subscription fee, the Order Holder has the right to complete the fulfillment of obligations to complete the Order under previous conditions, and refuse to place a new order.

3.3. The Buyer, the Owner of the order pays the Subscription fee and for the Order according to the issued invoice with payment details of the Company. The buyer agrees to make payment only by the details specified in the invoice within 24 hours from the date of conclusion of the Agreement.

3.4. When paying the Subscription fee and for the Order, the payment order must contain the number of the Order. If the specified data is not indicated, the Company has the right not to credit the funds and suspend the operation of this Agreement until the Buyer makes the correct payment. The costs (commissions of sending and beneficiary's banks) for the transfer of funds shall be paid by the Buyer, the Owner of the order.

3.5. The buyer is responsible for the correctness of payments.

3.6. The payment is considered to be made by the Buyer from the moment the funds are credited to the accounts of the Company.

In case of delay in payment for more than 5 banking days, the Company has the right to terminate this Agreement without prior notice. In this case, the Order for the purchase of gold bullion is cancelled.

3.7. The buyer has the right to print the invoice using the dashboard. At the request of the Buyer and for an additional fee, invoices are sent to the Buyer by mail to the address indicated by the Buyer in the dashboard.

3.8. The buyer is obliged to independently monitor their email and receipt of invoices from the Company.

3.9. In case of delay in payment for more than 24 hours, the Company has the right to terminate this Agreement without prior notice. In this case, the Order for the purchase of investment gold is cancelled.

#### **4. Confidentiality provisions**

## **4.1 Company policy**

4.1.1 The Company undertakes to take all reasonable measures to protect a Client's privacy and personal information. We maintain the security of our servers where your information is stored. This section explains the privacy policy and practices of our company in relation to all information received from you or provided to you, including through our sites, software, web tools, applications for websites and third-party services, our mobile services owned, operated, licensed or offered by us.

4.1.2 This privacy policy is included and complies with our Terms. Use of our website, services and products remains the subject of our Terms at any time.

## **4.2 Personal Information**

4.2.1 Personal information is information about a Client that confirms the person's identity.

4.2.2 We may collect personal information about you in a number of cases. For example, we collect personal information from you when you:

- a. Register and open an account;
- b. Use a number of services provided to you;
- c. Communicate in our forums or social networks; or
- d. Contact us by e-mail regardless of the reason.

4.2.3 Some personal information may also be automatically collected, for example, the Internet protocol address of your computer or mobile device, the operating system of your computer or mobile device, the type of browser, the address of your corresponding site, the date and time of your visit, and your interactions with the support team.

4.2.4 If the Client makes any purchases through the Company's website, credit card details may be required for billing. All such transactions using a credit card are fully encrypted, and the Client's credit card and billing data is collected and stored with a trusted third party which has processed the payment. Any third-party credit card provider shall be prohibited from using this information for purposes other than storing credit card information.

4.2.5 Some of the information may be collected automatically using cookies. Cookies are small text files that are located on your computer and identify you as a unique user. Cookies allow tracking your status and use of our service when ordering products from us.

You can configure your browser so that it declines cookies, and you can also manually delete some or all cookies on your computer by following your browser's help settings. However, this can lead to problems with access and use of some of our pages and functions from our service.

4.2.6 We use personal information that we collect to fulfill a contract or request to provide services, to better understand your needs, improve marketing, our products and services, and also to contact you. Personal information held by us may be required to provide you with our services and to comply with our legal obligations. If we do not collect personal information, we may not be able to provide full services.

4.2.7 We aim at protecting your Personal Information and do not disclose it to third parties except cases indicated in this Privacy Policy. We may share Private Information with subcontractors that provide services to us.

These services may include assistance in providing our services, researching and analyzing information about people who request services or information from us, assistance in providing marketing or solicitation materials for our products or services, and / or assistance in processing payment card information.

4.2.8 You may choose to submit personal information as part of business line or online communities offered by us. Any information that you choose to post, including personal information, as a rule, may be available to the public or other members of the business line or the online community.

4.2.9 The Company may disclose Personal Information:

- to third parties in case of any reorganization, consolidation, sale, joint venture, appropriation, transfer or other disposal of all or any part of our business, assets or shares (including in connection with any form of bankruptcy or a similar process)

- to third parties who are directly related to us or conduct joint activities with us for marketing purposes

- in cases which the Company finds necessary or expedient:

- (a) In accordance with applicable law, including laws outside your country of residence

(b) In litigation

(c) Respond to requests from public and state bodies, including public and state bodies outside your country of residence

(d) To ensure compliance with the Terms and Conditions of the Company

(e) To protect the activities of the Company or the activities of any of the Company's representatives

(e) To protect the rights of the Company, the confidentiality, security, property of the Company's representatives, Clients or other persons

(g) To enable the use of available legal remedies or to limit the damage that may be incurred by the Company. The Company reserves the right to disclose and publish all information available to the Company about any person who misuses the name of the Company or takes unauthorized actions on behalf of the Company, including names, addresses, photo/audio/video and any other materials belonging to the Company.

### **4.3 Authorization, Access, Changes**

4.3.1 In case the Company InnovaGold becomes aware or there is reason to believe that the Client is involved in actions that are illegal in any jurisdiction that the Company considers significant (at its discretion), the Company reserves the right to fully cooperate with government agencies in any part of the world and not comply with obligations regarding the Client's confidentiality; and the Client irrevocably indemnifies the Company from liability, respectively, and permits the Company to disclose the details of the Client to these agencies.

4.3.2 We have taken measures which are reasonable to take in these circumstances to guarantee security in order to protect the Personal Information that we control from:

a. Losses; and,

b. Access, use, modification or disclosure of information by anyone other than us.

4.3.3 Your account information is available online only by entering a password. To protect the confidentiality of Personal Information, you must keep your password confidential and not disclose it to any other persons. You are responsible for any use of our service by any person

using your password. Please inform us immediately if you suspect unauthorized use of your password.

4.3.4 We reserve the right to change this Privacy Policy at any time. We may use Personal Information for new, unforeseen purposes not previously described in this Privacy Policy. If our privacy policy changes, we will notify you of this change, including the date when our Privacy Policy was updated. You will have the opportunity to refuse our services.

We recommend that you now and then review our website to track any updates in this Privacy Policy. You can contact us by sending a message in the section 'Messages'.

## **5. Data Security**

### **5.1 Standard operating procedure**

5.1.1 We use a high level of control and security, including 128-bit SSL encryption technology. We also strongly recommend that you protect your personal data and product information with modern Internet security software and operating system updates.

5.1.2 You need to choose an appropriate password. Inappropriate passwords include passwords where the number and combination of letters make it easy to guess the password, passwords that you use for other banking or non-banking services, or passwords using other easily accessible personal information (for example, date of birth, family names, pet names or a street name). You need to confidentially keep the password to your account in InnovaGold online shop.

### **5.2 Your Responsibility**

5.2.1 You need:

- a. to take all reasonable measures to avoid watching you when entering a password in your account InnovaGold;
- b. not to leave your computer unattended when you log in to InnovaGold Online shop;
- c. not to give anyone the password to your account in the online shop InnovaGold (including the police, bank staff and your family); and
- d. not to make written entries of your password to InnovaGold Personal account.

## **6. Dispute resolution under the agreement, liability for breaking the agreement**

6.1 The Company's operations are governed by Hong Kong law. Any dispute, disagreement or claim in connection with this Agreement or its breach, termination or invalidity shall be finally resolved by the Arbitration Court in Hong Kong.

6.2 The Holder of the Order is liable for breach of this Agreement and the General Terms and Conditions of Trade Transactions, and the Holder of the Order is responsible for all losses that may be incurred by the Company as a result of violation by the Buyer and the Holder of the Order of this Agreement and the General Terms and Conditions of Trade Transactions.

6.3 In case the Holder of the Order violates the provisions of this Agreement or the General Terms and Conditions of Trade Transactions, the Company may immediately terminate this Agreement without prior notice, in which case the previously received subscription fee is not refundable, and the Company is exempt from paying the Holder of the Order the Bonus stipulated by this Agreement. The Holder of the Order undertakes to fulfill their obligations to fulfill the Order at their own expense.

6.4 The Company shall not be liable for any losses incurred by the Holder of the Order, including direct and indirect losses and lost profits that may be incurred by the Holder of the Order when using the online services provided by the Company, Personal account and online tools.

## **7. Force majeure**

7.1 The Parties are exempt from liability for partial or complete non-fulfillment of obligations under this Agreement if this failure resulted from force majeure circumstances that arose after the conclusion of this Agreement as a result of the emergence of extraordinary events such as natural disasters, war, any military operations, earthquakes, hurricanes, and other extraordinary events that the Parties could neither foresee nor prevent by reasonable measures.

7.2 If either Party cannot fully or partially fulfill its obligations due to the circumstances specified in clause 7.1. of this Agreement, the deadline for the fulfillment of the obligations under this Agreement shall be extended for the period during which these circumstances exist.

7.3 If the circumstances stipulated in clause 7.1. of this Agreement last longer than twelve months, either of the Parties may terminate this Agreement, and in this case, neither of the Parties has the right to receive compensation for damages associated with such termination.

7.4 A Party that has become unable to fulfill its obligations due to the circumstances stipulated in clause 7.1. of this Agreement, must promptly notify the second Party in writing about the occurrence of such circumstances, indicating the nature of the circumstances and their impact on the ability to fulfill the contractual obligations.

## **8. Conclusion of the Agreement, its validity period, procedure for its termination**

8.1 The Agreement enters into force and is binding on the Parties from the moment the Buyer confirms the Agreement on the website by clicking on “I agree” at the bottom of the Agreement and also from the moment the Company receives the Order payment as per the terms of this Agreement.

8.2. The Agreement is valid until the complete fulfillment of the Order by the Parties and can be automatically extended for the next Order paid by the Buyer.

8.3 Each Party has the right to terminate the Agreement ahead of time, by notifying the other Party in writing 30 (thirty) days before the termination.

8.4. In case of early termination of the Agreement at the initiative or through the fault of the Owner of the order, the paid Subscription fee is not refundable.

8.5 The Company, being notified of the death of the Client, pays all expected payments to immediate family, upon receipt of the relevant documents, always acceptable in the jurisdiction of the Client, given that the relative is provided with the security code of the deceased and any other necessary information that may be required from time to time

## **9. Final provisions**

9.1 This Agreement and the documents relating hereto contain the full scope of any agreements and supersede all previous agreements, both oral and written, existing between the Parties in relation to the subject matter of this Agreement.

9.2 If any of the terms of this Agreement expires, it must be replaced with another valid term that as close as possible corresponds to the desired result and the economic goal of the invalid term. The invalidity of any term of this Agreement does not in any way affect the validity of the other terms of the Agreement.

9.3. This Agreement is concluded in favour of the Contracting Parties and is binding on them and their successors. Obligations made under this Agreement may not be transferred to third parties.

9.4 If any provision in this Agreement is found to be invalid, this will not affect the significance of this Agreement as a whole providing the fundamental Provisions in this Agreement are not completely changed. In such case, the Parties enter into negotiations without delay in order to replace the invalid provision with a new provision, which due to its economic, legal and practical effect, is so close to the invalid provision that it is reasonable to assume that the Parties initially entered into this Agreement with the new provision.

9.5 This Agreement is drawn up in English and Russian. In case of a dispute between the Parties, the copy in English of this agreement prevails if any questions arise.

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