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### **IGR Vision**

#### **IGR IS THE FUTURE OF SHARIAH COMMUNITIES & ECONOCMY ON THE GLOBE!**

IGR is a Shariah Compliant platform of partnering with many mining and other business operators to generate long term enterprises & projects.

It aims to provide Guidance to those operators for growing their business under Shariah Law.

IGR strives to connect the world and build communities whose operations, working and living in the Shariah Eco Environment.

#### **About IGR**

### **Overview of IGR Group**

IGR Group (Integrity
Global Resources IBC
Limited or IGR Group) is
a Shariah Compliant
platform of partnering
with many mining and
other business operators
to generate long term
enterprises & projects.
IGR Group is an offshore
company formed and
protected by the Nevis
Business Corporation
Ordinance of 1984 (NBCO).



IGR IBC Ltd. aims to provide Guidance to those operators for growing their business under Shariah Law.

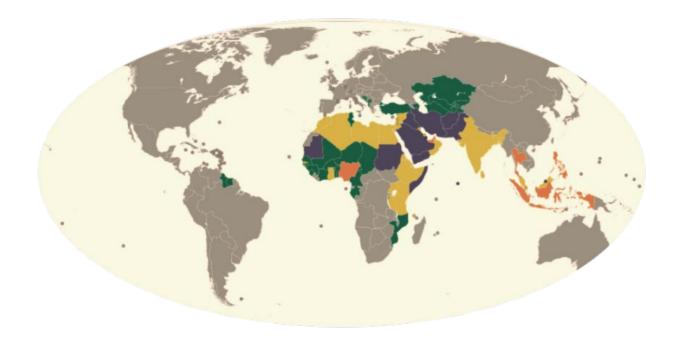
IGR IBC Ltd. strives to connect the world and build communities whose operations, working and living in the Shariah Eco Environment.

To achieve these goals, IGR Group aims to raise up to USD 20 Million among the potential investors and deliver common shares along with the same numbers of IGR Tokens to them.

# **Review of SHARIAH Economy**

Shariah Economy covers 47 Countries with the population of 1.9 Bil. The system is based on its principles which teach people to be honest, to avoid greed, fraudulent transactions and excessive consumption, as well as to not harm others. Hence, people would uphold these values, even without external acknowledgement or recognition.





The volume of Shariah Economy was USD 2.2 Trillion in 2016, and is expected to reach USD 4.2 Trillion by 2023.

Year	Volume
(In) 2016	\$2.2 Trillion
(By) 2023	\$4.2 Trillion

In addition, Shariah communities on the globe have the youngest Median Age of 25 which shows clearly the highest potential growth in the world.

# **Unique & Secure Business Model**

IGR IBC Ltd. is based on its Unique & Secure Business Model like the following long-term revenue generating businesses:

- Gold Mining Joint Ventures
- Online Physical Gold Exchange
- Master Card E-wallet
- Halal Business in Major Industries



IGR shareholders receive dividends from all the businesses mentioned in the above.

# **IGR Gold Mining Joint Ventures**

Currently, IGR Group has a number of 30-year contracts of Gold mining JVs in Africa. IGR Group is entitled to 30% of the Gold reserves in 8 Concessions. Gold reserve in 8 concessions



is worthy of USD 631M under the JV agreement with ARG Ltd.



# **IGR Gold Exchange Business**

IGR Gold Exchange is based on Physical Gold only. You can purchase Physical Gold safely and easily on IGR Gold Exchange App. within the volume of IGR Gold Reserve. (For the purpose of transparence, you may not purchase Gold at IGR Gold Exchange in case that stock is not available.)

- ♣ You can buy and sell physical gold at most favorable terms and condition.
- You can transfer your gold to anyone safely and easily.
- You can exchange your gold for IGR Tokens.
- ¥ You can carry the value of your gold in IGR Mastercard E-wallet.
- ♣ You can send or receive gold at IGR-authorized global gold dealers.

#### **IGR e-Wallet Business**

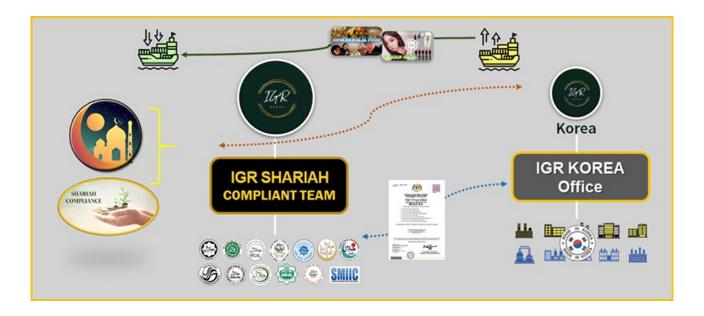
IGR Gold Exchange and token holders can use IGR e-Wallet for their transactions of buying goods and services from merchants and businesses via IGR Payment Gateway more easily and economically!





# **Halal Business in Major Industries**

IGR IBC Ltd. has been focusing on expending our partnership program of Halal Business in major industries by like the following case of IGR Halal Business Platform with Korea.



#### **About IGR Token**



IGR Token has its root in the Common Share of IGR Group When you purchase IGR Tokens, you'll get FREE matching Common Shares! The Common Shares shall provide you the dividends of IGR Group periodically.

IGR Tokens allow you to trade on our official Exchange platform! When you buy the tokens, you'll get the shares, and when you sell the tokens, you sell shares. At the same time, you can exchange IGR Tokens with Gold Tokens at IGR Gold Exchange which guarantees your ownership of Physical Gold equivalent to the numbers of Gold Tokens.

#### **IGR's Benefits to the Investors**

IGR IBC Ltd. and its Token are secure and grow steadily.



# **Communities & Social Responsibilities**

IGR IBC Ltd. and its joint venture partners have signed profit sharing arrangements with the Communities in Africa for gold produced on their concessions.





# Token Exchange with IGR Gold Bullion

IGR Tokens can be exchanged with Gold Tokens at IGR Gold Exchange, and the equivalent Physical Gold is ready for your withdrawal or exit into cash.



### **Pay Easily & Economically**

IGR Token holders can use IGR e-Wallet for their transactions of purchasing goods and services with merchants and businesses via IGR Payment Gateway service.



# **Strong Board Members & Shariah Compliant Team**

The board members of IGR Group are among the top specialists in ICO and blockchain industry with outstanding backgrounds in many projects, and Shariah Compliant Team are composed of well-respected professors in the Academy of Islamic Studies, University of Malaya.



# **Appreciation of IGR Tokens**

IGR IBC Ltd. will issue quite a limited number of IGR Tokens. For every IGR Token you buy, you'll get FREE matching common share which has its right to receive dividend periodically from IGR Group This will guarantee meaningful appreciation of IGR Tokens.



#### **Transparency and Trust**

IGR Token platform is fully transparent and accountable to its users due to ETH blockchain in every transaction.

# What IGR Group does not do? / What IGR Group does?

# **IGR** Group does not do this!

- 1. IGR Group does not give a Token with nothing to back up. You'll get Free Common Share for every Token you buy!
- 2. IGR Group does not sell Gold unless it is in stock and available!
- 3. IGR Group does not have short vision. It's here to stay!

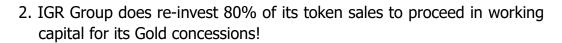
Who else does this besides IGR Group?





# **IGR Group does this!**

1. IGR Group does generate profits from successful operations of its various businesses!





3. IGR Group does become a role model for all Secure Stable Tokens!

Who else does this besides IGR Group?

### **IGR Token Term Sheet**

Symbol IGR

IGR Token Price Will be informed soon.

Token Issuance 600 Million Tokens

Hard Cap USD 36 Millions

Presale Period From November 6<sup>th</sup>, 2023

IGR Public Sale Quarter 1, 2024

Accepted Currencies BTC, ETH, USDT, US DOLLARS

Cash payments are accepted where legal, and up to the maximum authorized in the country

where the transaction takes place.

Minimum Purchase USD 10,000

Lock-up Period 3 Months

Investment IGR IBC Ltd. re-invests 80% of its token sales

to proceed in working capital for its Gold

concessions!



# The Roadmap

The concept of IGR has been in the making for not a few years prior to the birth of IGR Group, with tremendous efforts in validation, research and preparation for the funding by Pre-Sale which will be launched in March 2022.



Based on the exploitation of 8 Concessions in Africa, IGR Group will expand its mining areas with the fund from Pre-Sale and ICO, and the meaningful amount of gold extraction is anticipated before IGR Gold Exchange opens in Q1 of 2023.

# **Board of Directors & Shariah Compliant Team Members**

Our team is composed of Board of Directors and Shariah Compliant Team. Board of directors offer a unique combination of extensive business experience, high technology, international perspective, and hands-on attitude. We blend deep technological skills with creativity, academic excellence, and executive experience. Its aim is to make IGR Group established as a Blockchain Technology leading group & the pioneer of prospering Shariah Economy on the globe.

Well-respected Professors of Academy of Islamic Studies, University of Malaya have been participating in Shariah Compliance Team and doing its precious role of guiding IGR Group to develop its business on the very principles of Shariah and connecting Islamic Communities on the globe as one.



# **Board of Directors**



Prof Dr. Ishak Suliaman **Shariah Partner** 



Mr. Gan Chin Sam **Technology Partner** 



Mr. A. A. Haji **Mining Partner** 



Ms. Teresa Paszek **CSR Partner** 



Mr. Pavan Kumar **CTO** 



Mr. Tom Wong **CFO** 



Mr. Benny Foo COO



Mr. Jaewoong Yeom COO

# **Shariah Compliant Team**



**Dr. Ishak Suliaman** Shariah Partner & Team Leader Associate Professor and Head of of Shariah & Management and Department of Al-Quran and Al-Hadith at Academy of Islamic Islamic Studies, University of Studies, University of Malaya



Dr. Kamaruzaman bin Noordin Associate Professor of Department Deputy Director of Academy of Malaya



Dr. Mohd Shahid Bin **Mohd Noh** Senior Lecturer of Department of Shariah & Economics, Academy of Islamic Studies, University of Malaya



#### **Profiles**

#### **Prof Dr. Ishak Suliaman**

#### **Shariah Partner**

DR. ISHAK SULIAMAN is currently a Head Department of Al-Quran and Al-Hadith at Academy of Islamic Studies, University of Malaya and Associate Professor in the field of the Hadith Studies. He is a Chief Editor of Journal al-Bayan of which is indexed by Web of Science, Scopus and published by Brill Publishers. He received his Ph.D degree from The University of Wales, Lampeter UK in 2005 in the field of Hadith Muamalah. In 2013, he awarded as a Visiting Researcher at Islamic University of Medinah, Saudi Arabia. He served as Director for the Department of Malaysian Studies, Cairo University, Egypt from the 1st January 2016 until the end of December 2018. He serves the country as a Deputy Chairman of Lajnah Tahqiq Hadith KDN under the purview of the Home Ministry of Malaysia. He has an ongoing collaboration research projects of Fundamental Research Grant (FRGS) in the field of Waqf of Infrastructure and in the field of Astrometry of Prayer Times.

#### Mr. Gan Chin Sam

# **Technology Partner**

Mr. Gan Chin Sam is a self-made entrepreneur who has founded several security and safety related companies including a Malaysian public listed corporation Satang Holding Berhad in 2005.

12 years ago, with an astute foresight that encryption will soon be a critical security component, he invested heavily into the development of a unique, patent pending PKI-based solution built on a one-of-a-kind methodology called Public Key Identity (PKID) and Blockchain technology & Cryptocurrency platform Development. The solution obtained in 2013 for International Certification of Common Criteria for IT Security and selected and recognized as Most trusted security technology qualified for Malaysia Government for National Project.

Two key Companies established by Gan are Wannastation.com Sdn Bhd (Wannastation) and Crypton Security Sdn Bhd (CSSB).

Under his stewardship, Wannastation has successfully developed a cryptocurrency platform. In 2017, Wannastation was engaged by MasterCard as one of their digital wallet development contractors for Asia Pacific region. With that experience, he has spent last two years researching the opportunities of implementing fintech into Africa mostly untapped market.



# Mr. A. A. Haji

# **Mining Partner**

Mr. Abdulcadir Haji is a visionary entrepreneur who has over 10 year of experiences in all aspects of gold mining. His experiences include; prospecting gold in Guinea and other part of Africa countries, managing open pit excavations, training and supervising non-chemical gold recovery systems, setting up and operating 100KG per day gold refinery.

He founded African Resource Group Limited, Guinea, a unique mining company that helps African governments and mining communities exploit their gold reserves through joint venture agreements. ARG provides expertise and capital necessary to achieve success.

Under his guidance, IGR Group has signed 30 year of multi concession agreements with AVDM & AVDK, two mining communities in Guinea. This agreement currently covers eight concessions and expands into two cities.

It's through this unique joint venture agreement that has led ARG and IGR Group to the trust and confidence of many local communities and the government of Guinea.

Mr. Haji has co-designed mining process flow and management software with Mr. Gan. This software is custom-designed for ARG and IGR IBC Ltd; it provides smooth workflow and controls between all the sections of the mining teams and admin, and then connects to IGR Blockchain for inventory management.

#### Ms. Teresa Paszek

### **CSR (Corporate Social Responsibility) Partner**

Teresa Paszek serves as Corporate Social Responsibility Partner of IGR Group. She was the CEO of Eagle Enterprise between 2015 and 2019. A real estate investment firm that provides training in; management, sales and marketing solutions, to real estate investors, mortgage lenders, and sales agents.

While vacationing in Guinea and exploring real estate opportunities, she came across an opportunity to help the Guinean youth artisanal miners who were dying when the land above them collapses on them.

Ms. Paszek found out that this was an ongoing problem and the mortality rate of young artisan miners was very high. She immediately visited and talked to local politicians, community leaders and regional directors of mines about creating a youth owned mining company. She promised that she would provide training, proper mining equipment and funding for the project.



#### Mr. Pavan Kumar

#### CTO

Mr. Pavan Kumar has over 20 years comprehensive experience in IT Management, Project Management and Software Development. He manages multiple teams spanning acquisition, integration, security accreditation, infrastructure migration, data security and DR space.

He is a post graduate in Mathematics (M.Sc - Applied Mathematics) from Osmania University, Hyderabad, Telangana State, India.

Always trying to resolve challenges with innovative solutions, he has improved various kinds of systems and processes to increase efficiency and customer satisfaction.

In the years of IT experience, he has developed advanced computer skills in server management and hosting on multiple platform types.

# His specialties include:

Service Delivery Management / Project Management / People management, training, teambuilding and supervision / Server Management / ERP Systems and ticketing systems / Networking & Firewall / Cloud Computing / Virtualisation: VMWare, Hyper-V, Xen, Onapp, VirtualBox / Languages: Java, C, C++, Visual C++ / Windows and Linux based operating systems / IT Automation: Puppet / ISP & Hosting: Domains, Web & Email hosting / Web Technologies: Apache2, PHP, Advanced Java, Java Script, CSS, JQuery, Node / Mobile Development: Android & X Code (iOS)

### Mr. Tom Wong

#### **CFO**

Mr. Tom Wong (Wong Khai Meng), a Malaysian international certified public accountant, has been the Chief Executive Officer of CC International Berhad, a private professional business services company, since January 2016.

He previously held the position of Chief Operating Officer from 2010 to 2015 managing group operations from human resources, management information system, finance, customer service and business development.

He has extensive experience and expertise in assurance work of various industries and, in an advisory capacity, has helped set-up and grown many companies in Malaysia and Asia.

He was a graduate from Manchester University of UK and is now a Chartered Accountant member of the Malaysian Institute of Accountants.



Besides, he is a Certified Financial Planner with Financial Planning Association of Malaysia.

### Mr. Benny Foo

#### **COO**

Mr. Benny Foo is a results-oriented management professional with 30 years of experience in operation management, supply of management and systems.

Based on full comprehension of high technology assembly and systems, he brings immense knowledge with hands-on experience in demand management, order fulfilment and supply management.

He is a graduate (B.Sc Physics) from University of Victoria, British Columbia, Cananda

His professional management experiences include:

Director of Materials in Xircom Operations (Malaysia) Sdn. Bhd. (March 1995 - June 2001)

Materials Account Director of Solectron Technology Sdn. Bhd. (June 2001– July 2003)

Executive Director of Supply Chain Management Finisar Malaysia Sdn. Bhd. (September 2003 – October 2016)

COO of Singapore Precious Metal Exchange Pte Ltd. (October 2016 – October 2017)

#### Mr. Jaewoong Yeom

### COO

After graduating from Yeon Sei Univ. in 1984, Mr. Yeom has been working in Security Technology and Language Education.

Starting as Consultant & Critic on the early stage of Korean IT industry, he is now running a couple of companies including SY-Talk Global Co., Ltd., and also taking the role of COO of Northeast Asia in IGR Group

Besides, he has written and published more than 30 books in the field of IT Education & English Language Education since 1985.

His major careers include; Founder & Chairperson of Board of Directors of SY-Talk Global Co., Ltd. since 2017 / Founder & Chairperson of Board of Directors of TG S&S Co., Ltd. since 2007 / Founder & Chairperson of Board of Directors of TG Institute Co., Ltd. since 1995



Personally, Mr. Yeom has been in close business partnership with Mr. Gan, the founder of IGR Group since 2006.

#### **Prof Dr. Ishak Suliaman**

#### **Shariah Partner & Team Leader**

DR. ISHAK SULIAMAN is currently a Head Department of Al-Quran and Al-Hadith at Academy of Islamic Studies, University of Malaya and Associate Professor in the field of the Hadith Studies. He is a Chief Editor of Journal al-Bayan of which is indexed by Web of Science, Scopus and published by Brill Publishers. He received his Ph.D degree from The University of Wales, Lampeter UK in 2005 in the field of Hadith Muamalah. In 2013, he awarded as a Visiting Researcher at Islamic University of Medinah, Saudi Arabia. He served as Director for the Department of Malaysian Studies, Cairo University, Egypt from the 1st January 2016 until the end of December 2018. He serves the country as a Deputy Chairman of Lajnah Tahqiq Hadith KDN under the purview of the Home Ministry of Malaysia. He has an ongoing collaboration research projects of Fundamental Research Grant (FRGS) in the field of Waqf of Infrastructure and in the field of Astrometry of Prayer Times.

#### Prof Dr. Kamaruzaman Bin Noordin

# **Shariah Compliant Team Member**

Dr. Kamaruzaman Bin Noordin is Associate Professor of Department of Shariah & Management at Academy of Islamic Studies, University of Malaya. He also serves as Deputy Director (Student Affairs) Academy of Islamic Studies, University of Malaya. He received BSc. in Shariah from the University of Malaya, MBA from the Shariah and of University Malaya, and Ph. D. from University of Wales, UK. He is currently head of Department of Shariah and Management, Takaful, and his research interest is in Islamic banking and Islamic Finance. He is a reviewer of Journal Syriah and board members of different Takaful, education and Islamic organizations and from UM expert search.

He is a member of the Shariah Committee of Bank Simpanan Nasional (BSN). Previously, he served as a member and Chairman of the Shariah Committee to Kenanga Investment Bank Berhad.

#### Dr. Mohd Shahid Bin Mohd Noh

#### **Shariah Compliant Team Member**

Dr. Mohd Shahid bin Mohd Noh has been serving at Malaya University as a senior lecturer



at Academic of Islamic Studies, Economy & Shariah Department since 2018. His specialization areas are in Islamic Financial Transactions, Islamic Capital Market, Islamic Economics, and General Islamic Jurisprudence. He was appointed and served as Religious Officer & Imam at Masjid Al-Ghufran, Pinggir Taman Tun Dr. Ismail since 2007 till present.

He is also a member of both Shariah Advisory Board of Bank Muamalat Malaysia and Securities Commission, Advisory Syariah.

On Jan 24<sup>th</sup>, 2022, he was appointed Head of Department, Malaya University.

# **Frequently Asked Questions**

#### What is IGR Token?

IGR Token is based on the ERC-20 standard of the Ethereum ecosystem; a global, secure decentralized verification network that enables IGR Group to "coinize" our token. IGR Group has created a maximum pool of 600,000,000 IGR Tokens for sale.

# What does the ownership of IGR Token give you?

- ✓ IGR Common Share allowing you to receive the dividend periodically
- ✓ Reliable, transparent and accountable blockchain
- ✓ Decentralized and nationless network
- ✓ Exchangeable, tradeable and transferable environment
- ✓ Digital payments for services and products

#### What is the essence of your project?

IGR is a Shariah Compliant platform of partnering with many mining and other business operators to generate long term enterprises & projects.

It aims to provide Guidance to those operators for growing their business under Shariah Law.

IGR strives to connect the world and build communities whose operations, working and living in the Shariah Eco Environment.



# **How do I participate in the ICO?**

The only way to acquire IGR Tokens during the ICO is via the website of www.igr.group. However, during the pre-sale period, please approach our exclusive wholesaler or their agents for access code via email to admin@igr.group provided by their representatives.

You have to enter all data required for signing up for "KYC" verification of Anti Money Laundering and Anti-Terrorism Financing compliance. You need to input your e-Mail and password, confirm that you've read and agreed to our Terms and Conditions and follow the link for the account activation e-Mail.

# What are the accepted currencies?

BTC, ETH, USDT, and US DOLLARS. Cash payment is accepted where it is legal, and up to the maximum authorized in the country where the transaction takes place.

# Who do I contact if I have any problems with the main sale?

We provide a 24/7 help desk. You can get in touch by visiting our website at www.igr.group and contact us through email contact@igr.group during the private sale period.

### Is there a minimum token purchase?

In case of online participation, the minimum purchase of token must be over USD 1,000.

#### **Terms & Conditions**

### **Salient Points of IGR Token**

BY CLICKING ON THE WEBSITE YOU ACCEPT THESE TERMS AND CONDITIONS AND YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO THE FOLLOWING SALIENT POINTS:

YOU UNDERSTAND AND AGREE THAT TOKENS (OR COINS) ARE NOT INTENDED TO CONSTITUTE A DIGITAL CURRENCY, COMMODITY, SECURITY, FINANCIAL INSTRUMENT OR ANY OTHER FORM OF INVESTMENT IN ANY JURISDICTION. THE TERMS, THE WHITEPAPER, AND ALL OTHER DOCUMENTS LINKED TO THE COIN OFFER, THE ACQUISITION, HOLDING AND/OR USE OF COINS DO NOT CONSTITUTE A PROSPECTUS OR OFFERING DOCUMENT AND ARE NOT A SOLICITATION FOR INVESTMENT AND DO NOT



CONSTITUTE AN OFFER OF SECURITIES TO THE PUBLIC OR A COLLECTIVE INVESTMENT SCHEME.

YOU UNDERSTAND THAT, AFTER THE DATE OF THE ACCEPTANCE OF THESE TERMS, IF THERE ARE ANY REGULATORY ACTIONS, OR CHANGES TO LAW OR REGULATIONS IMPOSED WHICH ARE APPLICABLE IN RELATION TO PARTICIPATION TO THE COIN OFFER, THE ACQUISITION OF COINS, AND/OR THE HOLDING AND USE OF COIN AND/OR VIRTUAL CURRENCIES OR OTHER COINS: (A) THESE TERMS OR ANY OTHER DOCUMENTS MAY BE CHANGED SIGNIFICANTLY BY THE COMPANY TO ENSURE COMPLIANCE WITH SUCH REGULATORY REQUIREMENTS AND (B) THE COMPANY RETAINS THE RIGHT TO DO ALL THAT IS NECESSARY TO BE IN COMPLIANCE WITH SUCH REGULATORY REQUIREMENTS, INCLUDING BUT NOT LIMITED TO CEASING OPERATIONS (IF NECESSARY).

PURSUANT TO THE VIRTUAL ASSETS ACT, 2020 OF THE LAWS OF SAINT KITTS AND NEVIS("THE ACT"), THE HOMEPAGE WILL CONTAIN INFORMATION IN ACCORDANCE WITH ARTICLE 5 OF THE ACT. FURTHERMORE, IN ACCORDANCE WITH ARTICLE 11, WHERE THE ISSUER IS REQUIRED TO MAKE CERTAIN INFORMATION PUBLIC, OR PROVIDE NOTICE THEREOF, THIS REQUIREMENT IS CONSIDERED TO HAVE BEEN COMPLIED WITH BY PUBLISHING SUCH INFORMATION ON THE COMPANY WEBSITE.

YOU UNDERSTAND AND AGREE THAT TO THE EXTENT THAT YOU ARE NOT A PROHIBITED INVESTOR, IT IS SOLELY UP TO YOU TO ENSURE THAT NO PRIOR OR SUBSEQUENT APPROVAL, NOTIFICATION, REGISTRATION OR LICENCE IS NEEDED TO PARTICIPATE IN, ACQUIRE, HOLD AND/OR USE COINS AND THE PLATFORM. IF SUCH IS NEEDED, IT IS SOLELY UP TO YOU TO OBTAIN SUCH PRIOR OR SUBSEQUENT APPROVAL, NOTIFICATION, REGISTRATION OR LICENCE OR ANY OTHER FORM FOR THE PARTICIPATION IN, ACQUISITION, HOLDING AND/OR USE OF COINS AND THE PLATFORM, AND ALL OF THIS IN THE COUNTRY WHERE YOU ARE A CITIZEN, NATIONAL RESIDENT OR HAVING A SIMILAR CONNECTING FACTOR, OR INCORPROPATED, REGISTERED OR EFFECTIVELY MANAGED. AND YOU UNDERSTAND THAT THE COMPANY SHALL NOT IN ANY WAY BE LIABLE FOR ANY NON-CONFORMITY OF THE ABOVE BY YOU.

YOU UNDERSTAND AND AGREE THAT COINS CARRY NO RIGHTS, WHETHER EXPRESS OR IMPLIED, OTHER THAN THE RIGHT TO USE COIN ON THE PLATFORM.

COINS DO NOT REPRESENT OR CONFER ANY OWNERSHIP RIGHT OR STAKE, SHARE OR SECURITY OR EQUIV ALENT RIGHTS, INTELLECTUAL PROPERTY RIGHTS OR ANY OTHER FORM OF PARTICPATION RELATING TO THE COMPANY. COINS DO NOT GIVE YOU ANY ENTITLEMENT TO ACQUIRE ANY SUCH INTEREST OR ENTITLEMENT IN RESPECT OF THE COMPANY.

YOU UNDERSTAND AND AGREE THAT THE COMPANY SHALL NOT BE HELD LIABLE FOR ANY SPECULATIVE INTENTION BY YOU OR FROM ANY THIRD PARTIES WHO ATTEMPT TO HOLD THE COINS FOR ANY OTHER REASON.



YOU UNDERSTAND AND AGREE THAT COINS SHALL ONLY BE ACQUIRED FROM THE COMPANY BY MEANS OF THE COIN OFFER UNLESS OTHERWISE AGREED BY THE PARTIES. ANY TRADING OF COINS ON THE SECONDARY MARKET SHALL BE AT THE SOLE RISK AND RESPONSIBILITY OF THE INVESTOR. THE COMPANY SHALL NOT BE RESPONSIBLE FOR ANY DERIVED RISKS AND LOSSES FROM SUCH SECONDARY TRADING ON AN EXCHNAGE OR THE SECONDARY MARKET BY THE INVESTOR.

YOU HEREBY WARRANT THAT YOU ARE NOT A PROHIBITED INVESTOR AS DEFINED IN THESE TERMS AND YOU UNDERSTAND AND AGREE THAT COINS ARE NOT AVAILABLE TO PROHIBITED INVESTORS. THE COMPANY RETAINS THE RIGHT NOT TO ALLOW THE USE OF THE PLATFORM TO ANY PROHIBITED INVESTORS.

THE COMPANY RESERVERS THE RIGHT TO REFUSE OR CANCEL COINS AT ANY MOMENT IN TIME AND AT ITS SOLE DISCRETION.

YOU HEREBY CONSENT TO THE COLLECTION AND PROCESSING OF ANY PERSONAL DATA BY THE COMPANY ACCORDING TO THE CONSTITUTION OF SAINT KITTS AND NEVIS ('THE CONSTITUTION') ALONG WITH SECTORAL LEGISLATION.

#### **Terms and Conditions of IGR Token**

\*\*YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO THE TERMS AND CONDITIONS.

Posted: March 11<sup>th</sup>, 2022

Last Updated: Octover 25<sup>th</sup>, 2023

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# **Definition and Interpretation**

The following words and phrases, wherever used herein, shall have the following meaning:

Act

The Virtual Assets Act, 2020

Company

IGR IBC Ltd., a Nevis offshore company registered officially as the future issuer of the IGR Token

**Documents** 

All documents, annexes and other relevant information of coins and/or the use of coins including but not limited to the White Paper, the Private Coin Offer Agreement; the Public Coin Offer Agreement, the Terms, the Privacy Policy and all information made available by the Company on the Website or elsewhere from time to time, and to the extent applicable;

**GDPR** 



General Data Protection Regulation, i.e. Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and Directive 95/46/EC (General Protection Regulation);

#### Investor

Any person (natural or juridical), who intends to contribute and/or participate in the reward based fundraising event and/or who intends to acquire, hold and/or use coin and utitlises the Platform;

#### Private Coin Offer

The offer made by the Company, through a private fundraising event, to accept contributions towards the Project, which contributions will be rewarded with an allocation of a determinate amount of coins to Participants according to the terms of the Private Coin Offer Agreement

# Private Coin Offer Agreement

The agreement between the Company and the Investors in relation to the Private Coin Offer Agreement;

#### **Prohibited Investor**

(i) a natural person wishing to become an Investor and being a citizen, national resident or having a similar connecting factor to; or (ii) a juridical person wishing to become an Investor and being incorporated, registered or effectively managed and controlled from or in: (a) a country, jurisdiction or territory where the coin Offer, if applicable, or the holding and use of coins and/or virtual currencies or other coins at any other moment in time is prohibited by laws, regulations or other practices and policies in the said country, jurisdiction or territory, which is taken to include, but is not limited to U.S.A. or any other jurisdictions where the aforementioned are prohibited or in (b) countries, regimes and organisations which are subject to international sanctions issued by the United Nations Security Council, European Union or by the United States of America as updated from time to time and which shall include persons, groups and entities subject to such sanctions. This shall include any person representing or acting on behalf of such restricted Prohibited Investor/s in any manner or capacity whether openly or covertly;

#### Public Coin Offer

The reward based fundraising event carried out by the Company in terms of its White Paper;

#### Public Coin Offer Agreement

The agreement between the Company and the Investors in relation to the Public Coin Offer;



#### **Terms**

The terms and conditions governing the acquisition, holding or use of coins at any moment in time, as stated herein, which may be updated from time to time;

# Coin(s)

A utility cryptographic coin named IGR. IGR Token will be an interim coin based on the ERC-20 standard intended primarily for the use of, access or participation as outlined in the White Paper and/or Website. The term 'Coin(s')' is also used interchangeably with IGR Token throughout the Documents;

#### Coin Offer

Shall refer to the Private Coin Offer and/or the Public Coin Offer as may be applicable;

#### Wallet

A private key, or a combination of private keys linked to a digital wallet having a unique address and capable of accepting BEP2 Coins including the coin and which is necessary to acquire, hold and dispose of coins;

#### Website

Shall include any of the website linked to the domain www.igr.group and all subdomains of such website or any other website as indicated by the Company from time to time;

#### Platform

A decentralized platform on the basis of blockchain technology and smart contracts for the purpose of the Project and on which the coins are utilised;

### White Paper

The initial indicative document prepared and issued by the Company, utilised to explain the Platform, the Project and the use of Coin to Investors

The reference to the terms "country", "jurisdiction" and "territory" may be used interchangeably within the Terms and shall have the same meaning and shall also be taken to include any determinate geographic location to the extent applicable in the Terms.

The reference to the term "holding" used within the Terms with respect to the holding of the coin shall be construed to include holding in any manner including but not limited to 'ownership' and 'possession', whether in the Investor's own name or on behalf of others.



The term "use" with respect to the use of coins shall be construed to include 'trade', 'barter', 'exchange' or 'utilizing' of coins in any other manner, whether in the Investor's own name or on behalf of others.

The term "Wallet" shall be construed to include 'digital vault' or other storage mechanism and these terms may be used interchangeably within the Terms.

The terms "you" "he", "contributor" and "investor" may be used interchangeably within the Terms and shall have the same meaning as the definition of Investor above.

The headings in the Terms are inserted for convenience only and shall not affect its construction.

Where the context so requires, the use of the masculine gender shall include the feminine and/or neuter genders and the singular shall include the plural, and vice versa.

### Scope

The Terms shall constitute an agreement between the Investor and the Company and shall govern the participation in the Coin Offer, the acquisition, holding or use of coins, as updated from time to time, to the extent not covered by any of the other Documents.

The Company is the issuer of coins which shall be utilised on the Platform. Information on the coin and the Platform may be found in the Documents including the Website as updated by the Company from time to time or in any other way.

The Investor and the Company shall each hereinafter be referred to as the "Party" and collectively as the "Parties".

# Acceptance of Terms

By accepting the Private Coin Offer Agreement or the Public Coin Offer Agreement, these Terms and other documents made available via the Website, participating in the Coin Offer and/or holding and/or using coins and/or the Platform at any moment in time, the Investor confirms that he has read, understood, agreed and accepts to be bound by these Terms, which shall immediately be effective and binding on and between the Parties. Should the Investor not agree to the Terms, the Investor shall not be authorised to acquire or use the coins and the Platform.

The Investor understands and agrees that the Terms can be changed for any other reason by the Company (as noted elsewhere in these Terms) and it is up to the Investor to ensure that he is aware of the latest terms as available on the Website or via any other means.

The Investor hereby represents and warrants that, to the extent permitted by law, he is authorised to participate in the Coin Offer, to acquire, to hold and/or use coins in his country,



that he is of a legal age to be bound by these Terms and that he has all necessary power and authority to enter into the Terms.

The Investor hereby further represents and warrants that he understands the usage and intricacies of cryptographic coins, smart contract functionality, coin storage mechanisms (including wallets) and has sufficient understanding of technical, financial and business matters, and he appreciates and assumes the risks and implications of holding and using similar coins.

#### **Risk Factors**

Participation in the Coin Offer and/or the acquisition and/or use of coins as well as the use of the Platform at any moment in time, carries with it a number of risks. The Investor should carefully weigh all the risks and possible costs, including the non-exhaustive list of risks described in the Terms.

The following is a non-exhaustive disclosure of principal risk factors which are considered to be material by the Company in connection with the Coin Offer, and the acquisition, holding and/or use of coins as well as the use of the Platform. Investors should consider these risk factors alongside all other information provided in the Terms and are advised to consult with their own professional advisers (including their financial, accounting, legal, tax, technical or other advisers and experts) before deciding to acquire the coin. In addition, Investors should be aware that the risks described herein may combine and thus intensify one another.

The Company believes that the following risk factors may even affect its own business, as well as the external valuation of coins (which external valuation is beyond the scope and purpose of the reason behind the Platform and the Company's business). Most of these risk factors are contingencies which may or may not occur and the Company is not in a position to predict the likelihood of such contingency occurring.

The Investor hereby understands and agrees that coins are merely pre-payment coins linked to the use of the Platform and the Project as explained in the Documents. As noted elsewhere in the Terms, coins are not being structured or sold as a digital currency, commodity, security, financial instrument or any other form of investment in any jurisdiction. Accordingly, none of the information presented in the Documents is intended to form the basis for any investment decision, and no specific recommendations are intended.

By participating in the Coin Offer, acquiring, holding and/or using coin, the Investor expressly acknowledges and assumes the following risks:

### General Suitability of Coin Acquisition

The acquisition of coins from the Company is only suitable for financially sophisticated persons who are capable of evaluating the merits and risks of such an acquisition, or other



persons who have been professionally advised with regard to coin acquisition and who have sufficient financial resources to be able to bear any losses that may arise therefrom (which may be equal to the whole amount spent in connection with the coin acquisition). Such an acquisition should not be seen as an investment or a financial asset.

Risk of Losing Access to Coins due to Loss of Private Key/s, Custodial Error or Investor Error

A Wallet is necessary to acquire, hold and dispose of coins. The Investor hereby understands that he is responsible for setting up the Wallet with a third-party provider to hold the coins and he is responsible for implementing reasonable measures for securing the Wallet. Accordingly, loss of requisite private key/s associated with the Wallet holding then coins will result in the loss of such coins and any other cryptocurrencies and/or coins held within. Moreover, any third party that gains access to such private key/s, including by gaining access to login credentials of the Wallet that the Investor uses, may be able to misappropriate the Investor's coins. Any errors or malfunctions caused by or otherwise related to the Wallet that the Investor chooses to receive and hold the coins including the Investor's own failure to properly maintain or use such Wallet or caused as a result of the choice of third party provider for the Wallet, may also result in the loss of the coins. Additionally, the Investor's failure to follow precisely the procedures set forth in the Terms for acquiring and receiving the coins, including but not limited to, the provision of the wrong Wallet address for receiving the coins may also result in the loss of his coins.

# Risk of Mining Attacks

As with other decentralized cryptographic coins based on decentralized protocols, coins in general are susceptible to attacks by miners in the course of validating coin transactions, including, but not limited, to double-spend attacks, majority mining power attacks, and selfish-mining attacks. Any successful attacks present a risk to the Platform and/or coins, including but not limited to, accurate execution and recording of transactions involving coins.

#### Risk of Hacking and Security Weakness

Hackers or other groups or organisations may attempt to interfere with the coins in a number of ways, including, but not limited to denial of service attacks, Sybil attacks, spoofing, smurfing, malware attacks, or consensus-based attacks, and any such similar events which could have an impact on the coins, and the Platform.

Risk of Security, Weakness in the Smart Contract, Website and Coin Source Code or Any Associated Software and/or Infrastructure

There is a risk that the smart contract (if any), Website, the Platform and the coins may unintentionally include weaknesses or bugs in the source code interfering with the use of or causing the loss of the coins; the source code of the Website is open and could be updated, amended, altered or modified from time to time. The Company is unable to foresee or guarantee the precise result of an update, amendment, alteration or modification. As a result,



any update, amendment, alteration or modification could lead to an unexpected or unintended outcome that adversely affects the coins and/or the Website. As a result, coins may be lost.

# Risk of No Listing or Low/No Liquidity

coins are intended to be used solely on the Platform and the Company will not (except as otherwise indicated in the Documents) support or otherwise facilitate any secondary trading on an exchange or the secondary market or the external valuation of coins, which are all beyond the scope and purpose of the Platform. This restricts the contemplated intended use of coins only to the Platform and could therefore create illiquidity risk with respect to the coins that the Investor owns. Even though there are currently online services available which enable exchange of cryptographic coins with other such coins or even enable the exchange of cryptographic coins for fiat money, there are no warranties and/or guarantees that coins will be made available for exchange with other cryptographic coins and/or fiat money, and no guarantees are given whatsoever with regard to the capacity and/or volume of such exchange/s. It shall be explicitly cautioned that such exchange, if any, might be subject to poorly-understood regulatory oversight, and the Company does not give any warranties in regard to any exchange services providers. Users including the Investor, if applicable, might be exposed to fraud and failure affecting those exchanges. In any case, and except as otherwise indicated in the Documents, it is not the Company's aim to enable exchange of coins for other cryptographic coins or for fiat currency and it shall therefore not commit to any endeavours to list coins on such exchanges or any secondary markets.

#### Risks of an Eventual Unfavourable Fluctuation of Coin Value

The Platform is intended to be financially self-sufficient and the Company commits to having no specific interest in the market value of coins. Nevertheless, if the value of BNB and/or the coins fluctuates, the Company may not be able to fund development to the extent necessary, or may not be able to develop or maintain the Platform in the manner that it intended. In addition to the usual market forces, there are several potential events which could exacerbate the risk of unfavourable fluctuation in the value of BNB or coins including another DAO-like attack on the Ethereum network, or significant security incidents or market irregularities at one or more of the major cryptocurrency exchanges.

Risk of Malfunction in the Exchange Network or Any Other Blockchain and of Competing Platforms

It is possible that coins interact with malfunctions in an unfavourable way, including but not limited to one that results in the loss of the coins or prevent their use on the Platform. It is possible that alternative platforms could be established that utilise the same open source code and protocol underlying the Platform and attempt to facilitate services that are materially similar to the Platform. The Platform may compete with these alternatives, which could negatively impact the Platform, including the utility of coins for use of the Platform.



#### Risk of Uninsured Losses

Unlike bank accounts or accounts at some other financial institution, coins are uninsured unless the Investor specifically obtains private insurance to insure them. Thus, in the event of loss of coins or loss of coins' value, there is no public insurer, such as the Investor Compensation Scheme or private insurance arranged by the Company to offer recourse to the Investor.

Risk associated with Uncertain Regulations and Enforcement Actions

The regulatory status of coins in general, Initial Coin or Coin Offerings, and distributed ledger technology is unclear or unsettled in many jurisdictions outside of Nevis. It is difficult to predict how or whether regulatory authorities may apply existing regulation with respect to such technology and its applications, including the Platform and the Coin. It is likewise difficult to predict how or whether legislatures or regulatory agencies may implement regulatory actions or changes to law and regulation affecting distributed ledger technology and its applications, including the Platform and the Coins. Regulatory actions or changes to law and regulation could negatively impact the Coin and the Platform in various ways, including, but not limited to, a determination that the acquisition, holding and use or disposal and transfer of the coins constitutes a regulated instrument that requires registration or licensing of those instruments or some or all of the parties involved in the acquisition, contribution, sale and delivery thereof. The Company may cease operations or interrupt the Coin Offer in a jurisdiction in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable or no longer viable to obtain the necessary regulatory approval/s to operate in such jurisdiction or to provide the Platform.

The Investor understands and accepts the inherent risks associated under Part VII of the Act, whereby the authorities are given broad regulatory and investigatory powers including but not limited to the power to make regulations, the power to delegate, the power to require information, the appointment of inspectors, the power to issue directives, the power to protect the public interest, the right of entry, and the power to impose administrative fines and penalties. The Investor understands and accepts that these risks can have severe adverse effects on the Company. The Investor understands and accepts, subject to article 10 of the aforementioned Act, that he has no right to recourse as a result of any loss due to circumstances under this clause.

### Risk arising from Taxation

The tax characterization of the coin is uncertain. The Investor must seek his own tax advice in connection with purchasing coins, which may result in adverse tax consequences to him, including withholding taxes, income taxes and tax reporting requirements.

Risk of Insufficient Interest in Coin and the Platform/p>



It is possible that coin and the Platform will no longer be used by a large number of individuals, companies and other entities or that there will be limited interest in the use of coin and the Platform. Such a lack of use or interest could negatively impact the development of the Platform and therefore the potential utility of coin.

#### **Internet Transmission Risks**

There are risks associated with using coin including, but not limited to, the failure of hardware, software, and Internet connections, or other technologies on which the Platform or the use of coin relies. Such failures may result in disruptions in communication, errors, distortions or delays when using coin and the Platform or the Website.

# Risk of Dissolution of the Company

It is possible that due to a number of reasons, including but not limited to, a decrease in the coin's utility, the failure of commercial relationships, or intellectual property ownership challenges, unfavourable market conditions and added compliance and regulatory obligations, the use of the Platform may no longer be viable or the Company may need to cease trading and be dissolved and liquidated.

# Risk arising from lack of governance rights

Since coins do not represent or confer any ownership right or stake, share or security or equivalent rights, intellectual property rights or any other form of participation relating to the Company, all decisions involving the Company will be made by Company at its sole discretion, including, but not limited to, decisions to create or transfer more coins for use, to sell or liquidate the Company. These decisions could adversely affect the utility of coins that the Investor holds.

#### Regulatory Risks and Market Risks

The Company and the Platform, are subject to a variety of domestic and/or EU and international laws, regulation and directives, including those with respect to privacy and data protection, consumer protection, data security, and others. These laws, regulations and directives, and the interpretation or application of these laws, regulations and directives, could change from time to time. In addition, new laws, regulations or directives affecting the Company, the Platform and coin could be enacted, which could impact the utility of the coin and its use on the Platform. Additionally, the Investors are subject to industry-specific laws and regulations or licensing requirements. If any of the Parties fails to comply with any of these licensing requirements or other applicable laws or regulations, or if such laws and regulations or licensing requirements become more stringent or are otherwise amended, this could adversely impact the coin and the Platform, including the coin's utility on the Platform. The Investor hereby accepts the risk that in some countries the coin might be considered, now or in the future, a security coin. In this case the Company gives no representations, warranties or guarantees that the coins are not considered to be Security



coins in all countries. The Investor hereby accepts to be solely responsible of the legal, financial and any other risks connected to coin as a security in his country and to be responsible to check whether the holding, use and the disposal of the coin is legal in his country.

Also, changes in laws, regulations and directives governing the Company's operations may adversely affect the Company's business and consequently the Platform. Any change in the Company's tax status, or in taxation legislation in Nevis or elsewhere, could affect the value of its financial holdings, its business and the Company's ability to achieve its business objective and continual commitment to the development of the Platform.

#### Other Inherent Risks

The Investor understands and accepts the inherent risks associated with coins, to the extent not covered elsewhere in the Terms, including, but not limited to, risks associated with (a) money laundering; (b) fraud; (c) exploitation for illegal purposes; and (d) any other unanticipated risks.

### **Unanticipated Risks**

Cryptographic coins are based on a new and untested technology such as blockchain. In addition to the risks indicated in the Documents, there are other risks associated with the Investor's acquisition, holding and use of coins, including some that the Company cannot or may not anticipate. Such risks may further materialise as unanticipated variations or combinations of the risks discussed in the Documents.

The Investor hereby represents and warrants that he will take sole responsibility for any restrictions and risks associated with the holding or use of the coin. If any of the risks, mentioned in the Terms are unacceptable or the Investor is not in a position to understand, the Investor should not acquire, hold or use the coin.

### Purpose and use of the coin

The Investor can Utilise the Coin Solely on the Platform.

As already stated in the Terms, the intention is that the coins are not to be transferred to third parties. However, should the Investor transfer any coins to other parties in any manner and under any title, the Investor shall be responsible to ensure that such transfer is in compliance with the applicable rules and regulations, and the Company shall not be held liable for any loss or damages that may occur.

The Investor understands and accepts that the acquisition of coins is final and non-refundable and is limited to its use on the Platform. The Investor acknowledges that he has no right to request a refund for any reason.

#### Use of Platform



Membership, benefits and the use of the Platform are regulated by a separate set of Terms and Conditions that are available on the <a href="https://www.igr.group">https://www.igr.group</a>.

# Privacy and Confidentiality

In line with its Privacy Policy, the Company values Investors' privacy by not requesting any information that is unnecessary for the acquisition, the holding and/or for use of coins and/or for use of Platform or to abide with obligations under applicable law. The Company commits itself to do its utmost to ensure that its directors, officers, members, employees, agents, attorneys, representatives, affiliates and associates shall not disclose to any person, any non-public proprietary, documents or confidential information which may have been obtained as a result of the relationship between the Parties under the Terms except to the extent necessary further to any law, regulations, rules or agreements.

Nevertheless, the Company shall be entitled, at any time, to request from the Investor information and/or documentation that the Company, in its sole discretion, deems fit and necessary in order to comply with any applicable law or regulation in connection with the acquisition, holding and use of coins and the use of the Platform. The Investor agrees to provide the Company with such information promptly upon request, and he acknowledges that the Company may not allocate the coins, and/or provide access to the Platform until the Investor provides such requested information and the Company has determined that it is permissible under applicable law or regulation. The Company reserves the right to require further due diligence documentation in compliance with any new or amended regulation which may come into force in the future.

Furthermore, the duty of confidentiality does not extend to communications in furtherance of an illegal purpose nor to documents or facts showing the commissions of a crime or fraud. Moreover, the Company is subject to the duty (without the need to inform the Investor) to notify the authorities if the Company suspects that any property or money represents proceeds of corruption, drug trafficking or other crime. Moreover, the Investor acknowledges that the Company is not bound by confidentiality obligations when the disclosure is necessary in the Company's opinion to protect its own interest.

### **Anti-Money Laundering**

The Company is a subject person in terms of the Anti-Money Laundering Regulations, and by virtue of the Act, and reserves the right to question the Investor and to request documentation necessary for Know Your Client purposes as well as for the purpose of proving the source of funds utilised to acquire the coins prior to providing access to the Platform. The Company also reserves the right, at its sole discretion, to terminate an Investor's use of coins on the Platform and any other requested related or unrelated services or any portion thereof at any time, without notice, in particular due to legal grounds originating in Anti-Money Laundering and Know Your Client regulation and procedures.

#### Taxation of coins



Further to the risks in relation to taxation as outlined in the Terms, the Investor bears the sole responsibility to determine and comply with any actual or potential tax liability, if any, resulting from the acquisition of, the holding, use or disposal of the coins. The Company is not in any way and under no condition bound to compensate for the Investor's tax obligations or give any advice related to tax issues, including but not limited to what kind of filing or reporting needs to be done with the competent tax authority, which taxes and to which extent the Investor is obliged to pay, which tax exemptions the Investor is eligible to, or any other similar verifications and/or obligations.

# Limitation of Liability and Indemnity

The Investor hereby understands and agrees, that entering into the Terms, acquiring, holding, receiving and using the coins for any other reasons except for use on the Platform may carry serious risks (as listed in the Terms) and losses and these risks and losses are irretrievably and fully accepted by the Investor.

The Company shall not be liable for any of the following losses, including but not limited to increased or additional costs, loss of profits, loss of revenue or income, trading losses, loss of opportunity, loss of bargain, loss of time, loss of data or consequential, incidental, special, indirect losses as may be incurred or suffered by the Investor for any reason including but not limited to as a consequence of the the non- exhaustive list of risks described in the Terms (even if such damages or losses are foreseeable or even if the Company has been advised of the possibility of such damages or losses).

The Investor further acknowledges and agrees that in no event shall the Company be liable for any damages, losses, diminution in value, charges, liabilities, claims (including claims of negligence, tort or quasi-tort or other breach), demands, actions, suits, proceedings, payments, judgments, settlements, awards, assessments, deficiencies, interest, penalties and costs and expenses (including reasonable attorneys' and consultants' fees and expenses) imposed on, sustained, incurred or suffered by, or asserted against the Company, directly or indirectly relating to or arising out of the Investor's participation in the Coin Offer, or any acquisition, holding or use of coins at any moment in time, or use of the Platform, including but not limited to any breach by the Investor of these Terms or violation of any law, rule, or rights of a third party. The Investor agrees to indemnify the Company for any legal fees or other costs that are incurred by the Company or any other indemnified parties as a result of the Investor's actions.

Furthermore, the Company shall not be responsible for any losses or damages arising in connection with:

Force majeure events, including acts of God, earthquakes, storms, or other nature events, blockages, embargoes, riots, acts or orders of government, acts of terrorism or war;



Any labour disputes or other industrial disturbances, electrical, telecommunications, hardware, software or smart contract bugs or weaknesses, technological changes, changes in interest rates or other financial or monetary conditions;

Reliance on any information contained in the Documents, any error, omission or inaccuracy in any such information or any action resulting from such information.

For the purpose of this limitation of liability clause the "Company" shall be deemed to include any directors, officers, members, employees, agents, attorneys, representatives, affiliates and associates.

#### Termination

The Company may terminate or suspend the Investor's access to the Platform without prior notice or liability for any reason whatsoever, including but not limited to, cases where the Investor breaches the Terms. Nothing in these Terms or in any other communication or action by the Company or its directors, officers, members, employees, agents, attorneys, representatives, affiliates and associates should be construed as a waiver of any legal remedies available for any event causing termination. All provisions of the Terms which by their nature should survive termination, shall survive termination, including but not limited to, limitations of obligations or liability and indemnity.

#### Prohibited Investors & Other limitations

Coins are not available to (i) any prohibited Investors, as defined in the Terms, who are prohibited from acquiring, holding and using coin or any cryptocurrencies and/or coins generally or (ii) to Investors in countries where any special or particular prior or subsequent approval, notification, registration or licence is needed without first obtaining such approval, notification, registration or licence and consequently would be excluded from being a party to the Terms, whether directly or indirectly.

These Terms shall only apply, and the coin shall only be useable, in such countries where the use of the coin as described in the Documents is not prohibited by law or regulation.

Any potential Investor considering participating in acquiring, holding or using the coin and the coin Platform is required to obtain information on whether he is a Prohibited Investor and, if applicable, to inform himself about, and to observe, any restrictions imposed by any jurisdiction other than the laws of Nevis.

# Assignability and Transferability

The Company may at its own discretion, assign, transfer, license, subcontract or otherwise transfer or alienate in any other manner all or any part of its rights, benefits or obligations with regard to the coin and the Platform under the Terms to any person without restriction.

# Changes to the Terms



The Company may, in its sole discretion and for any reason, revise or make changes to the Terms from time to time and without prior notice by posting the revised version of the Terms on the Website and, if a revision to the Terms is material, the Company will make a notice of such on the Website or otherwise notify the Investor of the new Terms. The revised Terms will take effect immediately upon publication by the Company and revised terms will not apply retroactively. If the Investor does not agree to the modified terms, he should discontinue the holding and use of coin and the Platform.

# Severability

If any term, clause or provision of the Terms is held unlawful, void or unenforceable, then that term, clause or provision will be severable from the Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of the Terms.

# **Entire Agreement**

The Terms (and Documents if applicable) constitute the entire agreement between the parties and supersede and extinguish all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to this subject matter.

# Governing Law and Dispute Resolution

By accepting the Terms, the Investor hereby agrees that the legal relationship between the Company and the Investor and the questions concerning the construction, validity, enforcement and interpretation of the Terms shall be governed by and construed in accordance with the law of Nevis.

Any dispute, controversy or claim arising out of or relating to or concerning these Terms, or the breach, or invalidity thereof, shall be settled by arbitration in accordance with the provisions of the Arbitration Act, Chapter 3.0.1 of the Laws of Saint Kitts and Nevis and shall be regulated by the Arbitration Rules, in force from time to time, promulgated under the authority of the said Act. The Investor waives any right it may have to object to any action being brought in the forum, to claim that the action has been brought in an inappropriate forum, or to claim that the forum does not have jurisdiction.

#### Contact Details

If you have questions regarding the coins or the Platform, you may contact the Company via email contact@igr.group.

#### **KYC & AML Agreement**

By signing up for an account at www.igr.group or through any of our affiliated websites,



APIs or mobile applications, you agree to comply with all terms and conditions set forth in this Agreement, as well as our Privacy Policy and E-Sign Consent Policy have read and understood.

You should be aware that the risk of loss when trading or holding digital currencies may be significant. Digital currency services are currently not regulated by all financial regulators. You should therefore carefully consider whether trading or holding digital currencies is suitable for you in view of your financial situation.

Furthermore, it cannot be ruled out that in future financial supervisory authorities will regulate digital currency services and that trading in digital currencies will then be restricted or even no longer possible.

In addition, the taxation guidelines are to be examined individually.

#### **KYC and AML**

IGR IBC Ltd. (IGR) or any other affiliated company has formulated policies for the KYC and AML guidelines to actively support the fight against AML.

For the purpose of compliance, the personal details and contact details of natural persons are recorded and stored. In addition, the amount and frequency of incoming and outgoing transactions are recorded, controlled and stored.

KYC means Know Your Customer. This is a standard review process common to Crypto Exchanges, the opening of bank accounts and much more.

KYC is being called on by many authorities around the world to prevent money laundering and terrorist financing.

The KYC process starts with logging in to the www.igr.group. During the KYC process we validate the identity and check whether you are on the international sanctions list or a Politically Exposed Person (PEP). Until the KYC process is successfully completed you cannot or only to a limited extent use the service of the IGR.

#### **KYC Level and Measures**

The Company collects identifying information on each purchaser in its token sale. The Company shall collect the following information about each purchaser:

Verification Requirements - Individual

All individual must provide the information as below for the KYC



Complete online form with Registration of name, age (must be at least 21 years old), telephone number, email address, residential address and e-mail verification.

Identification: valid government-issued identification with picture; i.e., passport, national ID card, driving license, residency card, employment permit card, etc.

You would also be required to submit a selfie confirming your identity (with ID in Hand).

Proof of Residential Address: a statement not older than 3 months from a utility, service company, licensed corporation or government authority clearly indicating your name and residential address.

Verification Requirements - Corporate

Complete online form.

Corporate Documents:

Certificate of Incorporation and Business Registration

Memorandum and Articles of Association (which evidence the powers that regulate and bind the company)

Details of Ownership and Control Structure (Please provide chart indicating percentage holdings.)

Company minutes (resolution) to open an account on IGR; signed by a Director

Authorized Signature List (on behalf of the company)

Current Director Register List

Names of Ultimate Beneficiary(-ies)

Shareholder List

Proof of Business Address (if different from the Registered Office Address)

Certificate of Incumbency

Certificate of Good Standing or an equivalent document, issued within the past 12 months

KYC Declaration Form - (all fields to be completed and the document signed and dated)



Directors, Shareholders (20%+), Authorized Signatories (Traders) and Ultimate Beneficiaries Documentation

Each director, shareholder (owning 20% or more of the company), authorized signatory and ultimate beneficiary is required to provide proof of identity.

# Documents required include:

Identification: valid government-issued identification with picture; i.e., passport, national ID card, driving license, residency card, employment permit card, etc.

You would also be required to submit a selfie confirming your identity (with ID in Hand).

Proof of residential address (utility bill, letter from a government dept., tax statement, personal bank statement) no older than 90 days.

Director Information: each director, significant shareholder and controlling officer(s) are required to provide identification. Please review the online form for more details.

After completing the corporate verification form, an individual form for each director, significant shareholder(s) and controlling officer(s) must be completed.

# **Contributor Eligibility**

The Company shall not accept purchasers (individuals or entities) from the following jurisdictions (the "Prohibited Purchasers"):

- ✓ United States Individuals or entities from or residing in the United States, including American Samoa, Guam, Northern Mariana Islands, Puerto Rico, U.S. VIGRin Islands, or any entity organized or incorporated under the laws of the United States. U.S. citizens living abroad may also be deemed "U.S. Persons" under certain rules.
- ✓ Iran a natural person, residing in Iran, or any entity organized or incorporated under the laws of Iran.
- ✓ Iraq a natural person, residing in Iraq, or any entity organized or incorporated under the laws of Iraq
- ✓ North Korea a natural person, residing in North Korea, or any entity organized or incorporated under the laws of North Korea

The Company explicitly prohibits the Prohibited Purchasers in its Token Sale Terms and Conditions (the "T&C"). Any purchasers that purchase tokens in violation of the T&C shall



be deemed invalid and such purchasers shall have their purchase amount returned to them at their expense.

#### **Others**

The KYC levels apply to the deposit of FIAT money and the deposit of digital assets such as Bitcoin or similar.

IGR, the authorities or compliance teams of our payment processors may request additional documents on a case-by-case basis.

Furthermore, IGR reserves the right to independently carry out advanced controls regardless of the current KYC level, the account balance and user behaviour.

The user of the platform agrees with the registration that IGR, the payment service provider or a third party commissioned by IGR may carry out inquiries regarding KYC & AML.

The collected data will be forwarded to the competent investigating authorities in case of justified abnormalities.

IGR reserves the right not to carry out or prevent transactions in order to take due account of the due diligence regarding the KYC and AML regulations.

Money Laundering Reporting Officer

The compliance with the regulations is especially important and is the core content of the leadership and responsibility. Therefore, the CFO assumes the role of Money Laundering Reporting Officer (MLRO).

**MLRO** 

Tom Wong (tomwong@igr.group)

In case of the extension of the MLRO staff, the newly involved people are verified and supplemented with the connected payment service providers.

# **Privacy Policy**

Terms, words and phrases in this Privacy Policy shall, unless otherwise defined in this Privacy Policy, have the meaning set forth in the Terms and Conditions.

#### General



This Privacy Policy sets out the basis on which any information and/or data of the Participant, is collected, used and disclosed by IGR Group, hereafter referred to as the Company, when participating in the Token Offer, accessing or using the Website or the Services. The Company is committed to preserving the privacy of all visitors of the Website and/or Participants and users of the Services. The Policy explains how the Company complies with the General Data Protection Regulation ('GDPR').

By acquiring, holding or using the Token and/or using the Services, the Participant is subject to the Terms. Please take time to read the Terms and this Privacy Policy. By proceeding further, you have read and expressly consent to the collection, use, retention, processing, transfer and disclosure of Personal Data under the terms of this Privacy Policy.

Information and/or Personal Data which may be collected, stored, processed, transferred, used and disclosed by the Company includes but is not limited to information and/or data that can be used on its own or with other information to, directly or indirectly, identify, contact, or locate a single person, or to identify an individual in context.

#### **Definitions**

The following terms "Controller", "Processor", "Data Subject", "Personal Data", "Processing Activity/ies", "Pseudonymisation", "Cross-Border processing of Personal Data", "Supervisory Authority" used in this document shall have the same meaning as in the GDPR.

Other Capitalised terms used in this Privacy Policy shall have the same meaning given to them in the Terms and Conditions.

# **Basic Principles Regarding Personal Data Processing**

The Company, as Controller, shall be responsible for, and be able to demonstrate, compliance with the principles. The Personal Data must be processed fairly and lawfully; be obtained only for specific and lawful matters; be adequate and up to date; not to be held for any longer than necessary; and be protected in appropriate ways.

The Company shall be accountable and must disclose information held to the Data Subject when requested and shall not transfer Personal Data, unless that country or territory also ensures an "adequate" level of protection. The Processing of Data must be carried out in accordance with the rights of the Data Subjects.

# The Company May Collect the Following Information

Information provided by the Participant: when acquiring, holding and/or using the Token, using the Services, subscribing to the Company's updates, responding to a survey or when filling enquiry forms on the Website and when corresponding by phone, e-mail or other communication services, you may be asked to provide certain information. The information may include Personal Data such as name, address, e-mail address, phone number, financial and/or credit card information, cryptocurrency address, personal description, ID or Passport copy, date of birth, passport number, or other data which can be used for personal



identification purposes and required for 'know your customer' that may be required to comply with applicable laws.

Information, collected automatically by the Company: on each visit to the Website, the Company will automatically collect the following:

- Technical information, including the Internet protocol (IP) address used to connect your computer to the Internet, the User login information, browser type and version, time zone setting, browser plug-in types and versions, operating system and platform; information about the visits, including the full Uniform Resource Locators (URL), clickstream to, through and from the Website (including date and time), products viewed or searched for, page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), methods used to browse away from the page, and any phone number used to call our customer service number.
- Information may be collected by cookies and other tracking. Cookies are small data
  files that are stored on your device when visiting a website, which enable the
  Company to collect information about your device identifiers, web browsers used to
  access the Services, pages or features viewed, time spent on pages, mobile app
  performance and links clicked. Web beacons (or pixel tags) are electronic images
  that may be used to help deliver cookies, count website visits, understand usage
  and determine the effectiveness of email marketing campaigns.

Participants are advised that if they wish to deny the use and saving of cookies from this Website on their computer's hard drive they should take necessary steps within their web browsers security settings to block all cookies from this Website.

Information, which is received from third-parties: this includes, but is not limited to the Company partners, sub-contractors in technical, payment services, advertising networks, search information providers, credit reference agencies, or other third parties who may provide information, for the purpose of fulfilling the Services or to comply with legal requirements. The Company shall endeavour that these third parties are to provide the same level of data protection and that they shall only carry out their contractual obligations towards the Company or upon the instructions of the Company and not for any other purposes.

In case of using a location-enabled device: the Company may collect location data or use various means to determine the location.

### **Use of Information**

The Company may use your Personal Data when acquiring, holding and/or using the Token, to supply you with the Services required, to bill you and to contact you when required. The Company may also analyse the Personal Data provided to help in administering, supporting and improving the business, as per the following ways:



- to provide, maintain, deliver and improve the Services and obtaining your views of the Services;
- to send periodic emails with products and services;
- to follow up with the Participant after correspondence (live chat, email or phone inquiries);
- for marketing and retargeting purposes;
- to carry out any other purpose for which the information was collected.

If you want to stop receiving information as per the above, you can opt out at any time by contacting us at the email address indicated in this Privacy Policy. At all times, access to the Participant's Personal Data by the Company's own staff and third-party intermediaries, will be restricted to the bare minimum required for the Company to perform our business and the provision of the Services.

#### Consent

Your Personal Data may be processed only if you have unambiguously given your consent or, the processing is necessary for the performance of the Services you request or, for compliance with legal obligations as in the case of Anti Money Laundering and Terrorist Financing Regulations (AML/TF) or, pursuant the public interest or, requested in the exercise of official authority vested in the Company or a third party with whom the Personal Data is disclosed except where such interest is overridden by the interest to protect the fundamental rights and freedoms that arise from the right of privacy.

As an individual you may exercise your right to access your Personal Data held about you by the Company by submitting your request in writing to the following email address: contact@igr.group

#### **Rectification & Deletion**

The Company shall at your request immediately rectify, block or erase your Personal Data that has not been processed according to the GDPR policies or processed unlawfully and where applicable proceed with notifying any third party about the measures undertaken. Although all reasonable efforts will be made to keep your information updated, you are kindly requested to inform us of any change referring to the Personal Data held by this Company. In any case if you consider that certain information about you is inaccurate, you may request rectification of such data.

Provided that no such notification shall be implemented if it is shown to be impossible or it will entail a disproportionate effort on the part of the Company.

#### **Data Portability**

You have the right to receive, upon request, a copy of the Personal Data that you have provided to the Company in a structured, commonly used and machine-readable format and



to transmit such data to another controller, for free. The Company shall endeavour to ensure that such requests are processed within one month for free, subject that this request is not excessive and does not affect the rights of other individuals' Personal Data.

# Right to be forgotten

Upon request, you have the right to have your Personal Data erased by the Company. The Company acting reasonably will take all necessary actions (including technical measures) to inform third-party data Processors to comply with the request unless your Personal Data needs to be retained to comply with legal obligations or court orders.

# **Data Subject's Support**

The Company shall provide its Users with user support through an online chat with an agent. Username and email address shall be necessary to sign up for online chat. The data collected in this manner shall be processed exclusively for the purpose of providing user support.

# **International or Cross-border Transfer of Your Data and Your Express Agreement**

The transfer of the Participant's data may be necessary for acquiring, holding or using the Token and/or using the Services, to provide updates and to respond to the Participant's inquiries. As the internet operates in a global environment, the use of the internet to collect and process personal data necessarily involves the transmission of data on an international or cross-border basis. By acquiring, holding or using the Token, using the Services or by communicating with us, you acknowledge and expressly consent to the Company's processing and disclosure of your Personal Data in this way. By acquiring, holding or using the Token, using the Website, communicating with us, and using our Services, you provide your express consent to the Company's disclosure of your personal data to third-party intermediaries (if applicable) for the purposes described in this Privacy Policy.

# **Sharing of Information**

The Company may share the Participants' data with others as follows:

- With partners necessary to acquiring, holding or using the Token and/or providing the Services;
- When using interactive areas of the Website, like our blog or other online forums, certain information you choose to share may be displayed publicly, such as your username, actions you take and any content you post;
- To Courts and Government authorities or bodies if requested to do so under a court order or legal process, or to establish or exercise the Company's legal rights or defend against legal claims;
- If the Company believes that the Participant's actions are inconsistent with the Terms or policies, or to protect the rights, property and safety of the Company or others;



- In connection with, or during negotiations of, any merger, sale of company assets, financing or acquisition of all or a portion of our business by another company;
- Between and among the Company; or
- With your consent or at your direction.
- At any point in time you shall retain all rights to your data.

### Security

The Company protects information collected using physical, technical, and administrative security measures to reduce the risks of disclosure, unlawful processing, accidental loss, destruction, damage and unauthorized access. Should a security breach occur, the Company will use reasonable endeavours to try to fix it.

# **Social Sharing and Links to Third Party Websites**

When sharing the Website, Services or other Company's information on social websites, this will enable the sharing of information with your contacts or the public, depending on the settings you establish with the entity that provides the social sharing feature. Service links to third party websites may be made available to you, and that are not owned or controlled by the Company. Please be aware that the Company is not responsible for the privacy practices of such websites. For more information about the purpose and scope of data collection and processing in connection with social sharing features and links to third party websites, the Company encourages you to visit the privacy policies of the entities that provide these features.

Furthermore, you are advised to conduct yourself appropriately when engaging with the Company on social media or when sharing the Website, Services or other Company's information.

#### **Data Retention**

The Company will retain your Personal Data and that of visitors of the Website for a reasonable period or as long as the law requires. The Company will retain your data as long as needed for acquiring, holding or using the Token and/or for the provision of the Services.

#### **Disposal of Personal Data**

When the Company receives requests to dispose of Personal Data records by Data Subjects, the Company shall ensure that these requests are handled within a reasonable time frame. The Company shall keep a record including a log of these requests.

The Company shall also strive in obtaining adequate disposal mechanisms to ensure no Personal Data is leaked outside of the Company.

### **Response to Personal Data Breaches**



When the Company learns of a suspected or actual Personal Data breach, the Company shall perform an internal investigation and take appropriate remedial measures in a timely manner. Where there is any risk to the rights and freedoms of Data Subjects, the Company will notify the relevant Supervisory Authorities without undue delay and, when possible, within 72 hours from when it learns of such breach. Data Subjects will be informed when the Personal Data breach is of a "high" level.

# **Governing Law**

By participating in the Token Offer and/or using the Services, or otherwise providing information to the Company, you consent to the processing and transfer of information in accordance with Nevis Regulations.

#### **Final Provisions**

You may request the Company to access your information and Personal Data at any time.

The Company shall be responsible for and be able to demonstrate compliance with the principles outlined in this Privacy Policy. The Company may at its own discretion assign or transfer this Privacy Policy and your related information to any person or entity that acquires or is merged with us without restriction.

Any claims, questions, comments and requests regarding this Privacy Policy should be addressed to the Company's contact via email <a href="mailto:contact@igr.group">contact@igr.group</a> during regular business hours on any business day.

# **Changes to the Privacy Policy**

The Company may update this Privacy Policy from time to time at its own discretion and in response to changing legal, technical and/or business development. The revised Privacy Policy will take effect immediately upon publication by the Company and we will replace this page with an updated version. When we update our Privacy Policy, we shall take appropriate action and inform you accordingly by a Privacy Notice consistent with the significant changes we would have made.

However, you acknowledge that it is your sole responsibility to check the "Privacy Policy" page from time to any time so as to be aware of any changes which may have occurred from time to time.

#### **Validity**

This document was updated on March 11<sup>th</sup>, 2022 and is effective from that date.

Email: contact@igr.group

Thank you for your interest and precious time!

