

Public Agreement

Before registering on the **Grand Gold Invest LTD** platform, the Company strongly recommends that you carefully review the document below, prepared by the Company's legal department. This document sets out the rules, rights, and obligations that are binding on both parties, as well as the terms governing the Client's interaction with the **Grand Gold Invest LTD** platform. By registering on the Platform, you confirm that you have read this document and agree to all of its provisions.

Investor Offer Agreement

This Investment Offer (hereinafter referred to as the "Offer") constitutes a public proposal by **Grand Gold Invest LTD**, incorporated and operating under the laws of England, to enter into an investment agreement with any legally competent individual or legal entity under the terms set forth herein, by unconditional and full acceptance (hereinafter referred to as the "Agreement"). The Offer is addressed to an unlimited number of persons and proposes entering into an Agreement for the provision of promotional services with any Investor. By reviewing this Agreement, the Investor accepts the terms and conditions stated below.

Terms Used in This Offer Agreement and Their Definitions

1.1. Offer – a proposal of the Company to enter into an agreement for services related to client acquisition for the Grand Gold Invest LTD Platform, addressed to all legal entities, individual entrepreneurs, and individuals under the terms contained in this Offer.

1.2. Grand Gold Invest LTD Platform – an online resource located at

<https://www.grandgoldinvest.com/>, operating via the website and related services (hereinafter referred to as the "Platform").

1.3. GGI Digital Asset (hereinafter – the "Token") – an internal currency of the Company, credited based on deposited funds in six (6) cryptocurrencies at the market rate at the time of deposit or withdrawal. The Token is a stablecoin pegged to USDT at a 1:1 ratio.

1.4. Agreement – an agreement for client acquisition services concluded between the Company and the Partner under the terms of this Offer from the moment the Partner accepts (hereinafter – the "Acceptance").

1.5. Partner – a legal entity, individual, or individual entrepreneur who has entered into an agreement with the Company under the terms of this Offer, obtained access to the Platform, and accepted this Agreement, which constitutes a public offer contract.

1.6. Acceptance – full and unconditional acceptance by the Partner of the terms of this Offer by means specified in clause 1.1 of this Agreement.

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1.7. Platform Administration – authorized personnel managing the Website on behalf of the Company.

1.8. Platform User – an individual or legal entity viewing the Website, materials, and information published thereon, as well as a person registered and using a personal account on the Platform (hereinafter – the “User”).

1.9. Personal Account – a restricted section of the Platform accessible only to registered Users, containing all functional tools required for operation on the Platform.

1.10. Functionality – instructions, video materials, presentations, training recordings, seminars (hereinafter – the “Tools”).

1.11. Sponsor – an individual or legal entity positioned higher in the structure who provided their Platform referral link to the Partner (hereinafter – the “Sponsor”).

1.12. Partner Account – a section of the website <https://www.grandgoldinvest.com/> containing partner-related information.

1.13. Partner Registration – creation of a personal partner account on the Company Platform.

1.14. Partner Referral Link – a unique link available in the Partner Account used by Partners to promote Company services.

1.15. Partner Terms – special conditions for calculating bonuses for Partners for newly attracted Platform partners.

1.16. Partner Bonus – remuneration in the form of bonus accruals for new Partners referred to the Platform who have received Tokens.

1.17. Profit Pools (hereinafter – the “Pools”) – tools for placing Tokens on the Company Platform.

1.18. Promotion (Informing) – a set of activities aimed at increasing awareness of the Platform and the number of active Partners.

1.19. Paid Online Promotion Channels – tools aimed at increasing Platform traffic, including but not limited to Google Ads, Facebook Ads Manager, display networks, and similar tools.

1.20. Service Territory – all countries worldwide. Each defined term retains its meaning regardless of where it appears in this Agreement. Words in singular form include plural and vice versa.

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1.21. Investor – an individual or legal entity that, based on this Offer, places their own funds on the Company Platform for participation in internal investment mechanisms.

2. Investor Registration and Acceptance of the Agreement

2.1. Full and unconditional Acceptance of this Agreement is confirmed by completion of the Partner Registration procedure on the Company Platform.

3. Subject of the Agreement

3.1. This Investment Offer constitutes a public proposal by Grand Gold Invest LTD to enter into an investment agreement with any legally competent individual or legal entity under the terms stated herein.

3.2. This Offer governs exclusively relations related to the placement of Investor funds on the Company Platform and does not regulate partnership, agency, employment, or other relations.

3.3. Acceptance of this Offer is recognized as the Investor's conclusive actions expressed through Platform registration and placement of funds according to Company procedures.

3.4. This Offer is not an individual investment agreement and contains no guarantees, promises, or assurances of profit or returns.

3.5. The Investor confirms that investment decisions are made independently and with full awareness of associated risks.

4. Procedure for Placing Funds

4.1. The Investor independently decides to place funds on the Platform based on personal risk assessment and economic feasibility.

4.2. Funds are placed by performing actions provided by the Platform functionality, including Pool selection and confirmation of placement.

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4.3. Deposited funds are accounted for within the Platform's internal accounting system and correspond to accrued GGI Tokens.

4.4. Placement of funds does not constitute trust management, bank deposit, agency, or joint activity.

4.5. The Company may use Investor funds solely within the mechanisms disclosed on the Platform and in this Offer.

4.6. The Investor confirms that deposited funds originate from lawful sources and are not related to money laundering, terrorism financing, or illegal activities.

5. Protection of Investor Funds

5.1. The Company undertakes to act in good faith, reasonably, and prudently to protect Investor interests and safeguard funds.

5.2. Investor funds shall not be arbitrarily withheld, deducted, or blocked except as explicitly provided by this Offer, applicable law, or AML/CTF requirements.

5.3. Funds and accrued GGI Tokens of a Bona Fide Investor shall not be canceled, reduced, or restricted due to:

- third-party violations of partnership conditions;
- changes in marketing or partnership policies;
- internal Platform restructuring.

5.4. In case of temporary Platform suspension, the Company shall take reasonable measures to restore access and preserve Investor account data.

5.5. In case of Platform termination or significant cessation of investment activity, the Company shall take reasonable and good-faith measures to settle obligations, including proportional distribution of available assets where possible.

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5.6. Nothing in this Offer shall be interpreted as a guarantee of return of funds or profit, but the Company confirms its obligation to act in the Investors' interests within disclosed mechanisms and applicable law.

6. Profitability and Risks (Risk Disclosure)

6.1. The Investor acknowledges that placement of funds involves risks and does not guarantee profit.

6.2. The Company provides no assurances regarding the size, frequency, or possibility of profit or return of invested funds.

6.3. The Investor acknowledges and accepts the following risks, including but not limited to:

6.3.1. Investment Risks – potential partial or total loss of funds due to economic, market, or operational factors.

6.3.2. Market Risks – changes in market conditions, liquidity, or asset values underlying Platform operations.

6.3.3. Regulatory Risks – changes in legislation or regulatory practice affecting Platform activities.

6.3.4. Technical Risks – software failures, Platform downtime, cyberattacks, data loss, or third-party provider errors.

6.3.5. Operational Risks – risks related to internal Company processes, human error, or external circumstances.

6.4. The Investor confirms understanding and acceptance of these risks.

7. Amendments to the Offer

7.1. The Company may amend this Offer provided Investors are notified at least fifteen (15) calendar days prior to effectiveness.

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7.2. Notification shall be made by publishing an updated version on the Platform and/or notifying via personal account or other Platform functionality.

7.3. Amendments shall not apply retroactively to funds placed before their effective date unless otherwise agreed.

7.4. If amendments materially worsen Investor conditions, the Investor may terminate participation without penalties according to Platform procedures.

7.5. Continued Platform use after amendments take effect constitutes acceptance of updated terms regarding future placements.

8. Termination

8.1. The Agreement may be terminated by the Company only on the following grounds:

- provision of knowingly false information;
- fraudulent or unlawful activities by the Investor;
- violation of applicable legislation, including AML/CTF requirements;
- misuse of the Platform causing legal or reputational risks.

8.2. Termination on other grounds is not permitted.

8.3. Before termination, the Company must provide written notice and reasonable time to remedy violations if possible.

8.4. Termination regarding a Bona Fide Investor shall not result in cancellation of accrued Tokens or arbitrary withholding of funds.

8.5. The Investor may terminate participation at any time via Platform functionality.

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9. Liability and Indemnity

9.1. The Company is responsible for proper Platform functioning within this Offer and English law.

9.2. The Company is liable for actions of its employees and authorized representatives.

9.3. The Company shall compensate documented actual losses caused by its fault or gross negligence.

9.4. The Company is not liable for:

- indirect losses;
- loss of profit;
- losses caused by market or regulatory changes;
- failures caused by third parties or force majeure.

9.5. In case of technical failures attributable to the Company, reasonable measures shall be taken to restore functionality.

9.6. The Company shall indemnify the Investor against justified third-party claims caused by Company breaches.

9.7. The Company's total liability shall not exceed the amount invested, except in cases of intent or gross negligence.

10. Liability of the Parties

10.1. Parties are liable for non-performance according to English law and this Agreement.

10.2. Liability is limited to actual damages. Loss of profit is not recoverable.

10.3. Payment of penalties or damages does not release Parties from obligations.

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11. Force Majeure

11.1. Parties are relieved from liability in case of force majeure including war, embargo, natural disasters, or similar events preventing performance.

11.2. If such events last more than one accounting period, either Party may terminate the Agreement with ten (10) days' notice.

12. Confidentiality

12.1. Parties agree to maintain confidentiality of exchanged information.

12.2. Confidential Information includes any commercial, technical, financial, or proprietary information not publicly available.

12.3. Disclosure is permitted only with written consent or as required by law, with prior notification where possible.

12.4. Parties guarantee personal data protection of their representatives according to English law.

12.5. Confidential Information includes any valuable non-public information.

12.6. The Company undertakes to ensure reasonable personal data protection according to English law and GDPR where applicable.

12.7. The Investor consents to personal data processing solely for performance of this Offer and legal compliance.

12.8. Confidentiality obligations survive termination.

13. Miscellaneous

13.1. Disputes shall be resolved through negotiations, otherwise submitted to competent courts.

13.2. Invalidity of any provision does not invalidate the entire Agreement.

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13.3. Matters not regulated herein shall be governed by English law.

13.4. The Investor confirms understanding and voluntary acceptance of this Agreement.

13.5. The Investor may only adhere to this Offer without proposing amendments.

13.6. All appendices and addenda form integral parts of this Agreement.

13.7. Company details are specified in Section 14.

13.8. Investor contact details are provided during registration. The Investor bears risks of incorrect details.

13.9. This Offer enters into force upon publication and remains valid indefinitely until revoked or replaced.

13.10. The current version is always available on the Platform.

13.11. Invalid provisions do not affect validity of others.

13.12. This Offer constitutes the entire agreement regarding fund placement.

13.13. The Company may engage third parties while remaining responsible for their actions.

13.14. The Investor confirms receiving all necessary information before Acceptance.

13.15. Individual terms may apply to large-volume Investors under a separate Addendum.

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14. Company Details

Grand Gold Invest LTD

Registration Number: 16162156

Registered Address:

85 Great Portland Street, First Floor

London, United Kingdom

W1W 7LT