

Client agreement №01-2015 (private offer)

CLIENT AGREEMENT
(private offer)

The city of London, the United Kingdom of Great Britain and Northern Ireland
(the version effective from the 1st of September, 2015)

The current client agreement determines the procedure and conditions of concluding a sale and purchase Agreement and/or service Agreement by means of the software located in the Internet at the following URL: <https://my.skyway.capital>.

1. Terms and definitions

ERSS – the Company Euroasian Rail Skyway Systems Holding Ltd., established by law of the British Virgin Islands, registered under the number 1872233, with the registered office located at the address: 19 Waterfront Drive, P.O. Box 3540, Road Town, Tortola, VG1110, British Virgin Islands.

Agent is a designated person who performs the receipt and the transfer of Payments in favour of the Company.

Shares are the shares of ERSS Company, with the nominal value 1 USD each.

Agreement is the agreement of Shares purchase conditions, including all supplements, located in the Client's Personal account (in the form of a private offer).

Sale and purchase Agreement is the agreement of the Shares sale and purchase located in the Client's Personal account (in a form of private offer) upon the submitting of an Application.

Application is a Client's application for the will to conclude a sale and purchase Agreement or a service Agreement submitted through the special-purpose service on the Website.

Personal account is a special-purpose protected section of the Website which contains the Client's data and allows the Client to submit Applications, perform other operations for the purpose of rendering services by the Company, manage the Payments, obtain the official notifications and other current information from the Company, check the reports and perform any other functions by means of special-purpose services within the technical facilities of the Personal account.

Client is a legally capable private person who has an access to the Personal account as the result of acceptance of the user Agreement and who accepted the Agreement in accordance to the paragraph 3 of the Agreement.

Company is the Company FIRST SKYWAY INVEST GROUP LIMITED, registered within the territory of Great Britain (with the Company's number 9320759).

Transfer is an assignment of rights stated in the current Agreement to the Recipient by the Client by using the special service "Transfer of money" in the section "Banking" on the Website.

User agreement is the Agreement of Personal account and the Website use conditions concluded between the Client and the Company by means of acceptance of the private offer by the Client upon the registration on the Website.

Recipient is a legally capable private person who has the access to the personal account on the Website as the result of acceptance of the user Agreement and acceptance of the assignment Agreement in accordance with the Procedure of Transfer (Supplement №1 to the Agreement).

SKY WAY project is a project "String transport of Yunitsky" under the brand name "SKY WAY".

Payment is financial resources, cheques, bills of exchange, electronic money and other facilities used to make payments on the Internet and registered in the subsection "Put money to the account" of the "Banking" section of the Personal account, paid by the Company's Client as a advance payment within the framework of the current Agreement, for the following payments under the sale and purchase Agreement and/or service Agreement in case of their conclusion.

Payment service is the service in the Internet which is provided in the subsection "Put money to the account" in the section "Banking" in the personal account that permits to take the Payment involving the Agent.

Working days are any days of the week with the exception of weekends and official statutory holidays of the United Kingdom of Great Britain and Northern Ireland during which the Company, the Agent, the authorized depository or authorized registrar perform their business operations.

Expenses are the commissions of the Agent and other intermediate persons connected with the conversion, processing and transfer of Payments.

Register is the register of the shareholders which is kept by ERSS on the base of the English legislation.

Sum of the Transfer is the cost of the rights which were assigned to the Recipient upon the Transfer denominated in US dollars.

Account is an individual internal account in the Personal account which is the element of the hardware and software complex integrated in the Website and assigned to the execution of the internal accounting of the Payments (coming, transfer, return) by the Company. The Account is not an account opened by credit organizations (banks) and/or payment systems, or a depository account.

Website is the website in the Internet located at the following URL: <https://skyway.capital>. The Company has the right to change the indicated address of the Website in the Internet providing the corresponding notification on the Website no later than ten days before and preliminarily informing all Clients by means of the existing information data which were indicated at the section "Personal profile" on the Website. The Client bears the risks of negative consequences caused by the failure of the Client to receive the information published by the Company on the Website in accordance with the current paragraph of the Agreement.

The Parties are the Client and the Company together.

Services are the services rendered to the Client by the Company in accordance to the service Agreement.

2. General provisions, assertions and guarantees

2.1. The current Agreement is concluded in order to ensure the possibility of the Parties to conclude the sale and purchase and/or service Agreements within the framework of implementation of SKY WAY project (https://vk.com/doc-62448611_351100440?dl=483c6cde6962d91527) by the RSW Systems group of companies, also involving the Company, in accordance with the plan of development of RSW Systems group of companies (https://vk.com/doc-62448611_378650734?dl=66216740d708280ae0).

2.2. The Company has the right to delegate the part of its obligations stated in the current Agreement to the third parties invited by the Company in the interest of its development and structuring of its work.

2.3. The Company ensures and guarantees that it is the legal owner of the realized Shares before the conclusion of the Agreement. The Shares are free from any restriction to the transfer and encumbrance as well as from the rights and claims of the third parties (including the right of pledge), are not under arrest or subject of court or any other proceedings.

2.4. Each of the Parties ensures and guarantees the receiving of all consents and assents (including those from governmental bodies and other third parties if necessary) required for the conclusion and execution of the Agreement and the transactions indicated within; the conclusion and the execution of the Agreement and the transactions described within is not and shall not be the breach of previously concluded agreements and treaties or any regulatory or non-regulatory act, decision, order, resolution or any other judicial act of any state, referees court or court of arbitration the effect of which extends to the corresponding Party.

3. Procedure of conclusion of the Agreement (Client's acceptance)

3.1. The text of the current Agreement offer including all supplements is located in the Client's Personal account and is addressed personally.

3.2. Upon willing to conclude the Agreement under the terms stated in the offer, the Client must accept the rules according to the Agreement. The Agreement is concluded by means of joining the Client to the conditions of the Agreement in broad terms.

3.3. Acceptation means that the Client agrees with all conditions and terms of the Agreement and its supplements and absolutely undertakes the obligations.

3.4. The making of any Payment or Transfer by the Client during the presence of the current version of this Agreement on the Website implies the full and irrevocable acceptance of this Agreement.

3.5. Accepting the Agreement in accordance with paragraph 3.4 of the current Agreement, the Client:

- a) ensures and guarantees that the data indicated in the Personal account in the section "Personal profile" present the personal data of the very same Client who concluded the Agreement;
- b) ensures and guarantees that he/she is a legally capable private person of sound mind and memory and estimates the risks fully; that he/she checked the SKY WAY project and the information about it by himself/herself and makes the decisions of performing transactions by means of Payments legally whereas the Client is legally capable in accordance with the legal system of the state of his/her residence and fully agrees with the Rules of Transfer (Supplement №1 to the Agreement);
- c) ensures and guarantees that he/she became fully and really acquainted with the Agreement offer and all supplements and agrees with them fully and irrevocably;
- d) obliges to become thoroughly acquainted with the terms and conditions of the sale and purchase Agreement and/or service Agreement and make the acceptance only in case of full and irrevocable concord;
- e) acknowledges the extract(s) from the weblogs and the files from the back end of the Website signed by the Company's authorized deputy as a valid and satisfying proof of the fact of the acceptance of the Agreement, sale and purchase Agreement, service Agreement as well as its time and date, time and date of (not) receiving the Client's Personal data by the Company; of submitting the changes in the section "Personal profile" in the Personal account; of signing the Agreement with the analogue of the Client's handwritten signature; of submitting an Application for putting money to the account, Transfer of withdrawal of finances from the Account; of performing any other operations in the Personal account and as the proof of the subject of such operations for presentation for settling of conflicts and/or disputes through the pre-trial process and/or in court, referees court, governmental bodies and other organizations.

The Client is exclusively responsible for non-compliance or invalidity of the conditions and guarantees started in paragraph 3.5 of the current Agreement and the risks of negative consequences connected with them.

4. Alteration of the Agreement

4.1. The Company has the right to alter the terms and conditions of the Agreement on a unilateral basis by means of publishing the new version of the Agreement in the Personal account.

4.2. The new version of the Agreement comes into effect upon the expiration of five days after the moment of its publishing in the personal account.

4.3. The Client takes an obligation to regularly (at least once a week) enter his or her Personal account for guaranteed familiarization with the possible changes, additions, recall or termination of the Agreement and bears the risks connected with failed or inappropriate execution of his or her obligations in full measure.

4.4. In case the Client does not agree with the new version of the Agreement, he/she has the right to terminate the Agreement in accordance with paragraph 5.1. of the current Agreement, if this is not the case, the Agreement is considered valid in its new published version.

5. Termination of the Agreement

5.1. Except the otherwise provided herein, each Party has the right to refuse from execution of the Agreement on a unilateral basis, sending a corresponding letter of notification at least ten days prior. The notification is considered delivered in case of its receiving by the addressee as well as in each of the following cases:

- a) if the addressee refused to receive the notification and this refusal was fixed;
- b) if the addressee did not come to receive the notification despite the fact of getting the notice and the communications agency informed the addresser about it;
- c) if the notice sent to the latest known address of the registration of the addressee was not served due to the absence of the addressee at this address and the communications agency informed the addresser about it;
- d) if the addressee stopped using the officially indicated electronic mail and did not inform about the new electronic address and the notification was sent electronically.

5.2. If the Client does not give any orders about the return of the Payments on his/her accounts to the moment of termination of the Agreement, the Company has the right to transfer it to his/her bank account if the Client's payment information is known. The money transferred to the Company by the Client in order to purchase the Shares shall not be returned.

5.3. The legal relationships with the Client are finished after the termination of the current Agreement. The exception is made for the legal relationship connected with the termination of the Agreement (finishing of execution of the previously taken obligations). Except as otherwise provided herein, the reimbursement of the corresponding Company's expenses is performed according to the normal procedure. After the commencing of the termination of the Agreement the Company has the right to deduct the expenses caused by the current Agreement from the Client's financial resources.

5.4. The rights to the Shares purchased by the Client are absolutely reserved for the Client after the termination of the Agreement whereas all question concerning the ownership and management of the Shares are solved within the terms of the sales and purchase Agreement.

6. Purpose of the Agreement

6.1. The Company takes an obligation to conclude the sale and purchase Agreement with the Client on the basis of a submitted Application which purpose is assignment of the Shares with the following characteristics to be fully owned by the Client for compensation:

- . the type of Shares: shares of the fully paid-up registered capital of ERSS;
- . the nominal value of one Share equals \$1 (one US dollar).

6.2. The number of Shares in the parcel, nominal cost of the parcel, discount and current cost of the parcel are chosen by the Client by submitting an Application in the subsection "Make an investment" of the section "Investments" in the Personal account. The following information is taken into consideration at the submitting of an Application and the conclusion of the sale and purchase Agreement:

6.2.1. For the sale purposes the Shares are formed as parcels of Shares and presented in diverse variants differing in number and price.

6.2.2. The selling cost of the Shares inclusive of the discount is fixed according with the Shares Transfer plan (https://vk.com/doc-51906842_304464934) and is denominated in US dollars.

6.2.3. In case of the denomination of the selling cost in Russian Federation rubles on the Website, the cost will be indicated independent from the exchange rate of the US dollar to the Russian Federation ruble.

6.2.4. The sum of Payments equal to the total cost of the purchased Shares is received as the Client's fulfillment of monetary obligation to the Company within the framework of the sale and purchase Agreement.

6.2.5. The total cost of the purchased Shares, the current discount and the cost of the purchased parcel of Shares denominated in US dollars are defined in the column "Total" in the subsection "Make an investment" in the section "Investments" in the Personal account according to the

Application and are transferred to the body of the sale and purchase Agreement for its further conclusion between the Parties.

6.2.6. The shareholder register is maintained by ERSS on the basis of information of the sold Shares submitted by the Company.

6.2.7. The possessory right is transferred from the Company to the Client according to the procedure stated the sale and purchase Agreement.

6.2.8. The Shares purchased by the Client are shown in the subsection "My certificates" in the section "Investments" in the Personal account.

6.2.9. In case of involving of the professional depositary for the keeping of the Register, ERSS must submit the up-to-date information about the Shares turnover to the correspondent depositary on the basis of the data received from the Company.

6.3. The Company is obliged to conclude the service Agreement on the basis of Application and the Client is obliged to receive and pay for the rendered Services.

6.2.1. The list of the rendered services and the procedure of submitting an Application are published by the Company on the Website.

6.2.2. The sum of Payments equal to the total cost of the Service rendered in accordance with the service Agreement is received as the Client's payment for the receiving (rendered) Service.

6.4. Upon submitting an Application the Client is obliged to provide the necessary sum of the Payments on the Account sufficient for the execution of payments in accordance with the procedure stated in paragraph 7.8. of the current Agreement.

6.5. The Client has the right to take part in the bonus (referral, partner) programs organized by the Company with the aim of popularization of SKY WAY Project and the increasing of the amount of the raised funds on a voluntary basis. The terms and conditions of participation in the above-mentioned programs are published by the Company in the Personal account.

6.6. On the base of the Client's Application submitted through the special services of the Personal account the Company has the right to render additional fee-based or free-of-charge services including the educational services within the frames of the Client's agent activity, the organization of conferences, filling in and submitting the documents, etc.

6.7. Seeing that this Agreement is auxiliary and preliminary and serves for the organization of concluding of the sale and purchase Agreements and service Agreements between the Parties, Company's services of processing the Applications, permission of using the Personal account, Payment conservation and other services which are not the subject of certain fee-based Transactions are rendered on free-of-charge basis within the effect of the current Agreement.

7. Payment transactions

7.1. The Payment is shown on the Account in US dollars after its receipt by the Company.

a) The Payment is executed exclusively with the help of the payment services provided in the Personal account.

b) The Payment in any other form (different from the ones stated above) may be executed by the Client only with the written permission of the Company. Otherwise the Company has the right not to receive such Payment or return the received money to the payer's account.

7.2. The Company has the right to demand from the Client the copy of the payment document provided by the bank or the payment service with the note of execution. The Company has the right not to show the financial means of the according Payment on the Client's Account before the submitting of such copy in case of not receiving the money on the Company's bank account.

7.3. The Payment is performed on the basis of an Application the form of which is located in the subsection "Put money on the account" of the section "Banking" in the Personal account. The cancelling of an Application submitted in accordance with the current paragraph may not be executed after its submitting.

7.4.1. The Payment processing period is as follows:

a) Payments received to the Company's bank account are processed not later than one day after the day of the receiving;

b) Payments received to the Agent's bank account are processed not later than one day after the day of the coming of the funds to the Company's business account at the Agent.

7.4. The Company receives the Payments in the currency in which the Company's or the Agent's account is opened. The information about the payment services is available in the Personal account.

7.5. Upon the execution of the Payments in the currency different from the currency used in the operating account or Company's business account at the Agent, the Client must take into consideration the currency exchange difference and the bank commissions for the currency exchange operations.

7.6. Upon the execution of the Payment all commissions of the banks, the Agents, the payment agents, the financial intermediate persons, etc. connected with the corresponding Payment are reimbursed by the Client; consequently, the Client must take into consideration the possibility that the Payment will be shown on his/her account excluding the correlating commissions.

7.7. Upon the money handling operations within the framework of the sale and purchase and/or service Agreements, the payment is executed by the set-off of the corresponding sum from the Payments located on the Client's account.

7.8. Before the writing off the money from the Account in payment for the purchase of Shares or the Services, the financial funds of the Payment put on the Company's account are considered the advance earnest payment for the future execution of Company's obligations stated in the sale and purchase and/or service Agreements and are considered the Company's property. The reward or other forms of bonuses for the location of the Payments on the Company's or Agent's operating account is not allocated and refunded.

7.9. The Client has the right to claim the return of the Payments shown on his/her account and not used for the money handling operations within the framework of the sale and purchase and/or service Agreements to the moment of the submitting of a withdrawal claim.

7.9.1. The return is executed in the subsection "Withdrawal claims" of the section "Banking" of the Personal account.

7.9.2. Upon the return of the Payments in the currency different from the currency used in the operating account or Company's business account at the Agent, the Client must take into consideration the currency exchange difference and the bank commissions for the currency exchange operations.

7.9.3. Upon the return of the Payment all commissions of the banks, the Agents, the payment agents, the financial intermediate persons, etc. connected with the corresponding Payment are reimbursed by the Client; consequently, the Client must take into consideration the possibility that the return sum will be shown on his/her account excluding the correlating commissions.

7.10. The Client has the right to execute Transfers of money according to the procedure described in the Rules of execution of Transfers (Supplement №1 to the Agreement).

8. Exchange of notifications, document management

8.1. As a rule, the exchange of notifications and the paperwork between the Parties is executed through the Personal account with the help of electronic documents.

8.1.1. Except as otherwise provided herein and in case the Personal account permits the performing technically, the Client has the right to send the following documents, formed and sent by means of using the special-purpose services of the Personal account, to the Company:

- a) applications for concluding sale and purchase Agreements;
- b) applications for concluding service Agreements;
- c) applications for making Payments;
- d) Transfer applications;
- e) withdrawal claims;
- f) other operations which can technically be performed in the Personal account.

8.1.2. After the authorization in the Personal account all operations performed by the Client through the Personal account are considered approved by the Client unless the proving of the illegal action of the third parties in court.

8.1.3. The Client is obliged to take measures to ensure the safety of the device with the help of which he/she gets the access to the Personal account as well as the preservation of confidentiality of the login and password, which include:

- a) not leave the device unattended;
- b) not pass the device to the third party;
- c) install the additional protective measures at the device and activate the present safety systems;
- d) keep the password private;
- e) not permit the access to the device to the third parties with the help of wire and wireless technologies (with the help of Bluetooth, Wi-Fi, cable connection, etc);
- f) if possible, install and use the anti-virus programs and the programs against the unauthorized entry;
- g) in case of stealing or any other illegal expropriation of the device, loss of the device or in case when there are substantial grounds to believe that the third parties have or might have the access to the Client's password immediately inform the Company in order to block the Personal account.

The failure to take measures may lead to the infliction of damage to the Client as the result of unauthorized execution of operations on behalf of the Client by the third parties through the Personal account with the help of using the Client's login (or the electronic address) and password. The Company shall be liable to the Client for such damages under no circumstances.

8.1.4. The ability of sending the documents in accordance with procedure stated in paragraph 8.1.1. of the current Agreement, is given to the Client on the basis of acceptance of the Agreement and the User agreement.

- a) The Company has the right to send the claims, notifications or messages mentioned in the current Agreement to the Client by means of publishing them in the Personal account.
- b) Electronic documents mentioned in paragraph 8.1.1 of the current Agreement can be used as written proofs during the solution of disputable points as well as the proofs of sending of applications or orders by the Client and in order to define the terms stated in the claims or orders.

8.2. The Company has the right to use the signature reproduction with the help of means of mechanical copying at the documents sent to the Client.

9. Liability of the Parties

9.1. The Parties are liable for the breach of obligations in case of willful intent or gross negligence.

9.2. The Parties are not liable for the breach of obligations caused by the technical reasons, namely: the absence of technical support in days which are not Working days, failure of software, electric channel congestion, equipment failure and other technical reasons which appeared through no fault of the Parties.

9.3. The Company shall not be liable to the Client in the following cases:

- a) for the damages caused by the execution of the Applications which were justifiably considered by the Company as coming from the Client;
- b) for the results of the investment decisions made by the Client on the basis of consultations and analytical information provided by the Company;
- c) for the Company's inability to execute its obligations caused by the termination or suspension of the activity of the Agent.

9.4. The Client must reimburse the expenses occurring in the result of legal redress to the third parties which appeared as the result of rendering services to the Client.

10. Insurmountable circumstances

10.1. The Parties shall not be held liable for full or partial failure (inappropriate execution) of obligations of the Agreement in case this failure (inappropriate execution) was the result of insurmountable circumstances which took place after the conclusion of the Agreement.

10.2. In case of operation of insurmountable circumstances the term of the execution of obligations by the Parties is prolonged according to the length of time of operation of such circumstances.

10.3. The Party which finds it impossible to execute the obligations of the Agreement must inform the other Party in written form within three days after commencing of such circumstances and describe the situation, probable period of time of effect and termination of such circumstances.

10.4. If the inability of full or partial execution of obligations of the Agreement by the Parties in case the effect of the insurmountable circumstances shall exist for more than a month, the Parties have the right to terminate the Agreement. In this case none of the Parties acquire the right to compensation of losses caused by such termination.

11. Solution of disputable points

11.1. The Parties will take all necessary measures for the solution of disputable points by means of friendly consultation on good will.

11.2. Disputable points which cannot be solved by means of negotiation are entitled to solution under the pre-action protocol. The claims (applications, complaints and other similar notifications, hereinafter jointly referred to as "claims") are sent by the Parties to each other by registered post with notification of delivery and the scanned paper claim is sent to an e-mail, express mail or are handed out against receipt; the Parties use the e-mail of the Client stated in his/her Personal account and the postal address of the Company stated in this Agreement.

11.3. Claims are considered:

- a) By the Company – within thirty days from the day of receiving the claim and fifteen days for the claims which do not require additional consideration and checking;
- b) By the Client – within fifteen days from the day of receiving the claim.
- c) The Company has the right to ask for additional documents and information from the appearer (hereinafter: applicant) in the process of considering the claim, the time of considering the claim is increased but not more than to ten days.

11.4. The Company shall not consider anonymous claims, i.e. the claims which contain no information about the first name (last name) or the address of the applicant.

11.5. The Company can dismiss the claim if it is submitted for the second time, i.e. contains no new information whereas all outlined arguments were fully and impartially examined and the applicant received an answer. The notice of dismissing the claim with the reference to the previously given answer are sent to the applicant simultaneously.

11.6. Disputes which cannot be solved under the pre-action protocol are entitled to solution by judicial process in accordance with the legal system of Great Britain.

12. Other provisions

12.1. The Company has the right to delegate its rights and obligations stated in the current Agreement to the third parties if it corresponds to the plan of SKY WAY project development plan.

12.2. Applicable law:

- a) The current Agreement is regulated and interpreted in accordance with the norms of the English law system.

12.3. The Agreement is effective during three years after the making of the first payment by the Client.

12.4. The Client does not have the right to assign the rights or delegate obligations stated in the current Agreement without the written permission from the Company.

Company:
FIRST SKYWAY INVEST GROUP LIMITED
Legal address: Gable House 239, Regents Park Road Finchley,
London, United Kingdom, N3 3LF.
Company's number: 9320759
e-mail: support@skyway.capital
Head of the company
_____ / E. Kudryashov/

Supplement № 1 to the Client Agreement №01-2015

The Rules of execution of Transfers

1. Upon the execution of any Transfer, the Client therefore concludes the agreement of the assignment of the right to claim on the Company (hereinafter: the assignment Agreement) in the amount of the sum of the Transfer with the Recipient on the following terms:
2. The Client assigns the right to claim (hereinafter: Right to claim) on the Company to the set-off of the Client's Payments as payment for the Shares purchased by the Recipient whereas the Recipient fully takes it.
3. The Client obtained the right to claim in accordance with the Agreement.
4. The Right to claim is transferred to the Recipient free of charge.
5. The amount of the assigned Right to claim (the Sum of the Payments) is denominated in an exact amount of US dollars.
6. Only financial resources located on the "Main account" and "Money bonus account" may be subject to the Transfer.
7. In order to execute the Transfer, the Client sends the offer of the assignment Agreement to the Recipient by consequent performing of the following actions:
 - a) Filling in the column "From the main account" and/or "From the money bonus account" with the information about the Sum of the transfer.
 - b) Filling in the information about the e-mail of the Recipient registered on the Website and known by the Client in the column "Recipient". If the submitted electronic address exists in the data bank, the column "The first, the last and the patronymic names" will be filled in with the correspondent Recipient's names automatically (if provided). The Client must check the correctness of the fulfilled information and stop executing the Transfer in case of finding a mistake or incorrect data.
 - c) Confirmation of the sending of the offer of the assignment Agreement through the special-purpose confirmation service with the help of the single-use password and the clicking of the "Transfer" button.
8. The Recipient makes the acceptance of the assignment Agreement by means of using of the received Right to claim fully or partially. The period of time for the acceptance of the Agreement is unlimited.
9. The confirmation of the sending and the receiving of the offer of the assignment Agreement by the parties is located in the corresponding data in the subsection "Transactions" of the section "Banking" in the personal accounts of the Client and the Recipient.
10. The System automatically informs the Company about the transfer of the Right to claim from the Client to the Recipient on the basis of the concluded assignment Agreement.

11. Making an acceptance according to the Procedure described in the paragraph 7 of the current Rules, the Client consequently joins the Agreement insofar as it refers to the use of the Sum of the transfer.

12. The Recipient may not delegate the received Right to claim.

Signed

Head of FIRST SKYWAY INVEST GROUP LIMITED Company

_____ / E.Kudryashov/