

**CLIENT AGREEMENT (offer)****Saint Lucia**

*(The version effective from October 15th 2018)*

This Client Agreement defines the order and the conditions under which the Company enters into the Secured Investment Contract or the Service Contract with the Client through software, located on the Internet at the following URL: <https://skyway.capital> and its subdomains.

**1. Terms and Definitions**

**ERSS** - Euroasian Rail Skyway Systems Holding II Ltd., established under the laws of the British Virgin Islands, registered under the number 1931596, with its registered office at: Trident Chambers, P.O. Box 146, Road Town, Tortola, BVI.

**GTI** - Global Transport Investments Inc., established under the laws of the British Virgin Islands under the number 1778122, with its registered office at: Trident Chambers, P.O. Box 146, Road Town, Tortola, BVI.

**Agent** - an authorized person performing transactions and reception of payments in favour of the Company.

**Client Agreement** - an Agreement on the conditions of making investments, including all appendixes to it, located in the Client's Cabinet (as an offer).

**Secured Investment Contract** - a Service Contract with the Client through software, located in the (as an offer) when applying

**Service Contract**- a contract of services located in the Client's Cabinet (as an offer) when submitting an application.

**Application** – Client's application filed through a special Website service, concerning the request to conclude the Secured Investment Contract or the Service Contract.

**Investment** - funds transferred to the GTI by the Client through the Company for the purpose of financing the SkyWay Project.

**Client** - a person who has been granted access to the Cabinet as a result of the acceptance of the User Agreement and the acceptance of the Client Agreement, in accordance with Article 3 of the Client Agreement.

**Cabinet** - a specialized secure section of the Website, which obtains the Client's personal information and allows the Client by means of special services, to form the Application, to perform other transactions for the purpose of rendering services to the Company; to manage Payments, to receive legal notifications and other relevant information from the Company, to get acquainted with the reporting documents and to perform other functions within technical capabilities of the Cabinet.

**Company or Guarantor** - company **Sky Way Capital Inc.**, registered in the Saint Lucia (IBC No: 2018-00309).

**Secured shares** - ERSS shares of Class «A», with par value of 1 US each. The description of Class "A" shares is in the ERSS Charter.

**Option Agreement** - An agreement on granting the right to demand shares in the redaction provided in Appendix 2 to the Secured Investment Contract.

**Share Package** – a special package consisting of Secured Shares with the corresponding discount. The number of the Secured shares in the Share Package, and their price, is determined by the GTI.

**User Agreement** - An agreement on the terms and conditions to use the Website and the

Cabinet, concluded between the Client and the Company, accepted on the Website at: <https://my.skyway.capital/auth/registration> (as an offer).

**Project SKYWAY** - project “Yunitskiy’s String Transport” under the brand «SKY WAY».

**Payment** - bankroll, checks, bills of exchange, electronic money and other means of payment, used for monetary transactions on the Internet, registered in the subsection "Deposit account" in section "Banking" of the Cabinet, paid to the Company by the Client as a secured advance payment, according to the Client Agreement, for subsequent calculations within the frames of the Secured Investment Contract and/or Service Agreement, in the event of its conclusion.

**Payment service** - a service on the Internet, envisaged in the subsection “Deposit account” in section "Banking" of the Cabinet, which allows accepting payments, involving the Agent.

**Business days** - all days of the week, except the weekends and public holidays, established by the law in the territory of the United Kingdom of Great Britain and Northern Ireland, on which the Company, the Agent, shall carry out their business operations.

**Expenses** – commission or transfer fees, associated with the conversion, processing and transfer of payments collected by the Agent and/or other intermediaries.

**Account** – a personal account of the Client in the Cabinet section, which is an element of hardware and software, integrated with websites intended for the implementation of the Company's internal accounting operations (receipts, payments, refunds). The Account is not an account opened by credit institutions (banks) and/or payment systems, or a depository account.

**Website** - an Internet site at: <https://skyway.capital>. The Company has the right to change the specified address of the site on the Internet by posting a notification on the Website, no later than ten days prior; and after notifying all clients who indicated their details in the “Profile” section of their Cabinets. The risk of adverse effects on the Client caused by not receiving the information posted on the Company’s Website in accordance with this paragraph of the Client Agreement, shall be borne by the Client.

**Parties** - the Client and the Company, jointly.

**Services** - services sold by the Company to the Client in accordance with the Service Contract.

## 2. General provisions, representations and warranties

2.1. The current Agreement is concluded in order to ensure the possibility of the Parties to conclude the Secured Investment Contract within the framework of implementation of SKYWAY project by the RSW Systems group of companies, also involving the Company, in accordance with the plan of development of RSW Systems group of companies, and/or or the Service Contract.

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

2.3. Prior to entering into the Secured Investment Contract, the Company ensures and guarantees that it is an authorized representative (agent) of GTI, undertakes to transfer the GTI Investments and transmit information about the terms of the concluded Secured Investment Contracts to GTI.

2.4. Each of the Parties of the Customer Agreement assures and guarantees that it has received all consents and approvals (including, if necessary, government agencies and other third parties) required for the conclusion and execution of the Customer Agreement and the transactions

provided for them; conclusion and execution of the Customer Agreement and the transactions provided are not and will not constitute a violation of previously signed contracts and agreements of any normative or non-normative act, decision, order, decree or other act of public authority, decision, ruling, order or other act of the court, any state court of arbitration or arbitration, extending its effect to the relevant Party.

### **3. The procedure for concluding the Client Agreement (the Client's acceptance)**

3.1. The text of the Customer Agreement, including all appendixes, is located in the Client Cabinet and addressed to the Client personally.

3.2. Willing to conclude the Agreement on terms set out in the offer, the Client constitutes the acceptance of the offer in electronic form in the manner prescribed by this section in the Client Agreement. The Agreement is concluded by the Client's agreement to join under the established conditions of the Client Agreement.

3.3. Acceptance of the Client Agreement means that the Client agrees with all the provisions of the Client Agreement, including all appendixes, and assumes an unconditional obligation to follow them.

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

3.5. Accepting the terms and conditions of the Client Agreement stated in paragraph 3.4. Of the Client Agreement, the Client hereby:

- a) confirms and guarantees that the information provided for the Company in the "Profile" section of the Cabinet, is complete, accurate and valid, and belongs to the Client;
- b) ensures and guarantees that he/she is a legally capable individual, being in sound mind and memory, estimates the risks fully; that he/she has evaluated the SKYWAY project and the information regarding it by himself/herself, and is able to make independent decisions of performing transactions with the funds he/she possesses legally; herewith, the Client is legally capable in accordance with the legal system of the state of his/her residence and fully agrees with the Declaration of Risks ( Appendix №1 to the Agreement);
- c) ensures and guarantees that he/she has become fully acquainted with the Agreement and all its appendixes, and agrees to abide by them fully and unconditionally;
- d) Before concluding the Secured Investment Contract and/or the Service Contract, undertakes to thoroughly examine them, and accepts the conditions of these contracts exclusively. In the case of unconditional acceptance of their terms and conditions;
- e) the Customer recognizes any extract/extracts from the electronic journals and files from the Website's server signed by authorized persons of the Company, as sufficient and relevant evidence - to be presented in case of conflict resolution and/or dispute in and out of court, arbitration court, government agencies and/or other organizations; of the date and time of conclusion of the Customer Agreement, the Secured Investment Contract and the Service Agreement by the Customer; of the date and time of receipt/non-receipt of the Customer's personal information by the Company; of changes, made by the Client in the "Profile" section of the Cabinet; of the signing of the Client Agreement by the Client with the analogue of his/her handwritten signature; of applications for the deposit or withdrawal (writing-off) of funds from the Client's Account; of other operations performed in the Cabinet.

The liability for failure to comply with the terms, the invalidity of the conditions, guarantees,

provided in paragraph 3.5. Of the Client Agreement, as well as the associated risks of negative consequences, is the sole responsibility of the Client.

#### **4. Alterations to the Customer 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 Client Agreement in the Personal Cabinet.

4.2. The new version of the Agreement comes into effect upon the expiry of five business days from the date of its publication in the Cabinet.

4.3. The Client takes an obligation to regularly (at least once a week) enter his or her Personal Cabinet 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/her obligations stated in this paragraph of the Customer Agreement 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 to be valid in its new published version.

#### **5. Termination of the Client Agreement**

5.1. Unless otherwise provided by the contract, either party may unilaterally refuse to execute the Client Agreement by notifying the other Party not later than ten business 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 has refused from the receipt of the notification and the refusal has been put down in writing;
- b) if despite the postal notification, the recipient has chosen not to pick it up, and the post office has informed the sender about the situation;
- c) if the notification sent to the recipient's last known location, has not been delivered in the absence of the addressee at the given address, and the post office has informed the sender about the situation;
- d) if, in case of an electronic notification, the recipient has stopped the use of the officially indicated email and has not informed about the new email address.

5.2. If the Client does not submit any orders concerning the refund of the Payments on his/her Account at the time of the termination of the Client Agreement, the Company has the right to transfer them to the Client's bank account if the Client's payment information is known. At the same time, the funds transferred by the Client for the Investment shall not be refunded.

5.3. Upon the termination of the Customer Agreement, the legal relationship with the Client stops. The exceptions are legal relations connected with the termination of the Client Agreement (the completion of the execution of the previously incurred obligations). Unless otherwise provided by the Agreement, the reimbursement of the corresponding expenses of the Company are carried out according to normal procedure. After starting the procedure of termination of the Client Agreement, the Company shall be entitled to deduct from the Client's funds all the expenses of the Company incurred in accordance with this Agreement.

5.4. The rights to the Secured shares or the percentage according to the Secured Investment

Contract, are absolutely reserved for the Client after the termination of the Client Agreement, whereas all questions concerning the ownership and management of the Secured Shares, are solved within the terms of the Secured Investment Contract.

## **6. The Subject of the Client Agreement**

6.1. On the basis of the Application, the Company undertakes to enter into the Secured Investment Contract with the Client, the subject of which is the transfer of investments in the SKYWAY project and an opportunity to attain the right for the Secured shares, according to the Option Agreement, as means of GTI enforcement obligations. In accordance with the Secured Investment Contract, at the request of the Client, the Guarantor transfers the Secured shares to the Client's Account for the concession of the commensurate requirement to GTI.

6.2. Investment packages are chosen by the Client by filling in an Application form in subsection "Invest" and "Investment by Installments" in the "Investment" section of the Cabinet. During the formation of the Application and registration of the Secured Investment Contract, the following is taken into account.

6.2.1. The payments in the amount equal to the total value of the Share package shall be credited towards the execution of the Client's monetary obligations under the Secured Investment Contract.

6.2.2. The total amount of investments, the current discount, the cost of the Share package in USD, according to the Application, are defined in the column "Total" of the subsection "Invest" in the "Investments" section of the Cabinet, and are also transferred in the form of the Secured Investment Contract for its subsequent conclusion by the Parties.

6.2.3. The Information about the investments and the chosen Share packages is forwarded to the GTI by the Company, in compliance with the submitted Applications and the credited Payments for paying, according to the Secured Investment Contract.

6.2.4. The right to the ownership of the Secured Shares is passed on from the Guarantor to the Client from the moment of the Application of the written request under the Option Agreement. Simultaneously with the transfer of the rights to ownership of the Secured Shares, all the rights are transferred to the Client, enshrined by the Secured Shares.

6.2.5. The acquired Secured Shares are stated in the subsection "My Certificates" in the "Investments" section of the Cabinet.

6.3. Based on the Application, the Company undertakes to conclude the Service Contract, and the Client undertakes to accept and pay for the rendered services.

6.3.1. The list of services provided, as well as the procedure for filling out the Application, is published by the Company on the Website.

6.3.2. The payments in the amount equal to the price of the Services under the Service Contract shall be counted as payments for the Services.

6.4. At the time of submitting the Application, the Client ensures that there are sufficient funds on his/her account to carry out transactions in accordance with the procedure established in paragraph. 7.8. Of the Client Agreement.

6.5. On a voluntary basis, the Client is entitled to participate in the incentive (referral, agent) programs conducted by the Company in order to promote Project SKYWAY and to increase investments. The conditions for the participation in the programs referred to above, are published by the Company in the Cabinet.



6.6. The Company, at the Client's application, submitted through the special service of the Cabinet, has the right to provide additional paid or free services, including training services within the frame of the Agent's activities of the Client, holding conferences, processing and sending documents, etc.

6.7. Since the Agreement is auxiliary, preliminary in nature and is aimed at the organization and provision of concluding the Secured Investment Contract and the Service Contract between the Parties, the Company's services on processing the Applications, providing the Cabinet, storing the Payments and other services that are not the subject of the separate free transaction, are provided within the Client's Agreement for free.

## **7. Payment transactions**

7.1. The Payment is shown on the Account in USD, after its receipt by the Company.

a) The Payment is executed using exclusively the payment services provided in the Cabinet.

b) A 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 to not receive such Payment or return the received money to the payer's account (minus the cost of banking operations).

7.2. The Company has the right to demand a copy of the payment document from the Client, provided by the bank or the Payer's payment service with a note of execution. The Company has the right not to show the funds of the corresponding payment on the Client's Account before the Client has presented a copy of the document, and when the funds have not been credited to the Company's bank account.

7.3. If the payment is made by bank transfer, the Client is obliged to specify the following payment purpose in the payment documents: "Payment under Client Agreement №01-2016".

a) In the case of improper purpose of the payment by the Client, the Company has the right not to show the payment on the Account, and not to make any transactions with the payment before the Client has clarified the purpose of the payment. In this case, the Client is obliged to provide the Company with a written clarification of the purpose of the payment. In case of Client's failure to fulfill this obligation before the end of the calendar month during which the corresponding payment was entered, the Company is entitled to return the payment to the account from which it was received.

7.4. The payment is made on the basis of the Application, form of which is available in the "Deposit" subsection of the "Banking" section of the Cabinet. The cancellation of the Application, submitted according to this paragraph, cannot be carried out after being sent.

7.4.1. Payments are credited to the account in the following terms:

a) Payments transmitted to the Company's bank account, are processed no later than one day after the day of the receiving;

b) Payments transmitted to the Agent's bank account, are processed no later than one day after the day of the funds being transferred to the Company's business account by the Agent.

7.5. The Company accepts the payments in the currency in which the Company or the Agent has opened the account. Details of the Payment services concerning making deposits, are located in the Cabinet.

7.6. When making the payment in a currency other than the currency of the bank account or the account of the Company to which the payment is made by the Agent, the Client must take into account the exchange rate fluctuations and bank charges for the conversion operations.

7.7. When making a payment, all commissions of banks, Agents, payment agents, financial intermediaries, etc. associated with the payment shall be reimbursed by the Client; consequently, the Client must take into consideration the possibility of the payment being shown on his/her account excluding the correlating commission or transfer fees.

7.8. When making a payment under the Secured Investment Contract and/or Service Agreement, the payment is made by balancing the corresponding amount from payments recorded in the Account.

7.9. Prior to the write-off of funds from the Account in respect of investments or payments for services, the payment received by the Company is considered to be a secured advance payment on account of execution of the future obligations of the Company under the Agreement with providing investment and/or Service Agreement, and are the property of the Company. Interest or other form of reward for standing Payments on the current account of the Company or the Agent is not charged and paid.

## **8. Messaging, Document Flow**

8.1. Messaging and document flow between the Client and the Company, as a rule, is carried out with the use of electronic documents.

8.1.1. Unless otherwise provided by the Client Agreement and if there is a technical possibility of execution in the Cabinet, the Customer may submit the following documents, formed and directed with the use of special services of the Cabinet:

- a. applications for concluding the Secured Investment Contract;
- b. applications for concluding the Service Contract;
- c. applications for making payments;
- d. applications for payment withdrawals;
- e. other operations that can be technically performed in the Personal Cabinet.

8.1.2. After the authorization in the Personal Cabinet, all operations, performed by the Client through the Personal Cabinet, are considered to be approved by the Client unless an otherwise court decision confirming illegal actions of third parties.

- a) The Client is obliged to take measures to ensure the safety of the device that provides him/her access to the Personal Cabinet, as well as the protection of confidentiality of the login and password, including:
  - b) not leaving the device unattended;
  - c) not passing the device on to a third party;
  - d) installing additional protection measures in the device and activating the present safety systems;
  - e) keeping the password private;
  - f) not permitting access to the device to third parties via wire and wireless connection (Bluetooth, Wi-Fi, cable connection, etc.);
  - g) if possible, installing and using anti-virus programs and protection programs against unauthorized entry;
  - h) in case of theft or any other illegal expropriation of the device, loss of the

device, or in case there are substantial grounds to believe that a third party has or might have access to the Client's password, immediately inform the Company in order to block the Personal Cabinet.

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 Cabinet by using the Client's login (or the electronic address) and password. The Company shall not be liable to the Client for such damages under any circumstances.

8.1.3. The possibility of filing documents in accordance with the procedure stated in paragraph of the current Client Agreement, is given to the Client on the basis of acceptance of the Client Agreement and the User Agreement.

a) The company has the right to send the Client demands, notices, reports, pursuant to the current Agreement, by means of their publication in the Personal Cabinet.

b) Electronic documents provided by paragraph 8.1.1 of the Client Agreement, shall be admitted as documentary evidence in the resolution of disputable points and/or conflicts, including as evidence of Client requirements, notifications, messages, as well as of Client requests or orders, and in order to define the terms stated in the claims or orders.

8.2. The Company may use the reproduction of the signature by means of mechanical copying on the documents provided to the Client.

## **9. Liability**

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 business days, failure of software, overload of electronic communication channels, damage to equipment, other technical problems that have arisen through no fault of the Parties.

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

a) for damages caused by execution of applications that were justifiably considered by the Company as coming from the Client;

b) for results of 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 is obliged to reimburse the Company for expenses incurred as a result of satisfaction of lawsuits of third parties arising as a result of the provision of services to the Client.

## **10. Force major**

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 force major which took place after the conclusion of the Agreement.



10.2. In case of force major, 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 the effect and cessation of these circumstances.

10.4. If the inability of full or partial execution of obligations of the Agreement by the Parties in case of force major shall exist for more than a month, the Parties have the right to terminate the Agreement. In this case, neither of the Parties acquires the right for the compensation of losses caused by such termination.

## **11. Solution of disputes**

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. Disputes between the Parties that can not be settled by negotiations will be reviewed as pre-action protocols. Claims (applications, complaints and other similar appeals, hereinafter jointly referred to as "claims") have to be sent to each Party either by registered post with the notification of delivery, scanned documents - via email; by express mail, or delivered in person in return for a signature using the postal address of the Client specified in the "Profile" section of the Cabinet, and the postal address of the Company specified in the Customer Agreement.

11.3. Claims are reviewed:

a) By the Company – within thirty days after the date of receipt, or in fifteen days in case the Claim does not require further investigation and verification;

b) By the Client - within fifteen days from the date of receipt;

c) The Company has the right to require additional documents and information from the addressed entity (hereinafter: the "Applicant") in the process of considering the Claim, the time for consideration of the Claim will therefore increase for the period of submission of the documents, but for no longer than ten days.

11.4. The Company does not consider anonymous Claims, i.e. Claims that do not contain information about of the Applicant.

11.5. The Company has a right to dismiss the claim if it is submitted for the second time, i.e. contains no new information whereas all outlined arguments have been fully and impartially examined and the applicant has 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 third parties if it corresponds with the development plan of project SKYWAY.

12.2. Applicable law:

a) The current Agreement is governed by and construed in accordance with English law.

12.3. Client Agreement is valid for three years from the date of the first payment by the Client and will then be automatically renewed in the absence of written notice to the other party in a single calendar month before the expiry of the Customer Agreement.

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

12.5. This Agreement and the Transaction Documents may be written in English and Russian. If there are any discrepancies between the versions of this Agreement in English and Russian language, the version in Russian shall prevail. All notices forwarded in accordance with this Agreement shall be translated into Russian. All claims, queries, reports, certificates and other documents or communications provided hereunder shall be made in Russian or shall be accompanied by a certified translation into Russian.

Company:

**Sky Way Capital Inc.**

Legal address: P.O. Box BW 357, Rodney Bayside  
Building, Rodney Bay, Gros-Islet, LC01 601,  
Saint Lucia

IBC No: 2018-00309

email address:

[support@skyway.capital](mailto:support@skyway.capital)

Attorney of the Company

\_\_\_\_\_/ E. Kudryashov

**Declaration of Risks,  
related to Participation in project SKYWAY**

The aim of this declaration is to provide investors with the information about the risks associated with the concluding of the Secure Investment Contract or the financial transactions within the framework of the Client Agreement, and to warn about possible losses in the implementation of investment in Project SKYWAY.

The risks in this Declaration refer to the possibility of the Investor's financial losses (in the form of actual damage and/or loss of profits) arising directly or indirectly from the investments or payments.

The investor is aware that investing in project SKYWAY involves certain risks, for which the responsibility cannot be attributed to the Company, GTI, Guarantor or ERSS because the possibilities to anticipate and prevent the consequences of such risks are limited. In this regard, the investors should independently evaluate the opportunities of their investments, and the Company will make every effort to help the investors reduce the risks of investing in project SKYWAY according to the Secure Investment Contract.

**1. Economic risks for the investor are as follows:**

- **the risk of loss of the expected income** - the possibility of occurrence of an event that involves the partial or complete loss of expected income from Shares (loss of revenue);
- **the risk of losing the invested funds** - the possibility of occurrence of an event that involves the partial or complete loss of the funds (cash and/or Secured shares);
- **the risk of excessive loss of invested funds** - the possibility of an event, which entails not only a complete loss of expected income and invested funds, but also loss exceeding the invested funds;
- **liquidity risk** - the possibility of financial loss upon receipt of Secured Shares due to changes in assessment of their quality (the Secured Shares may not be required by the market to the extent necessary and in a reasonable time limit without a loss in value, and/or assessment may be difficult);
- **the risk of not achieving the investment objectives** - the possibility of financial loss arising from failure to reach the Investor's investment goals. Due to the fact that the Company does not provide any guarantee to the preservation and increase of capital, the Investor can not be guaranteed the level of increase in funds that the Investor wishes to achieve. The Client may lose part or all of the Investment. The Client is fully aware of the risks covered in this paragraph, independently selects the packages of Shares (amount) to purchase, in accordance with his/her investment goals and objectives, and is solely responsible for his/her choice.

**2. Other forms of risks:**

- **Economic risk** - the risk of unfavorable events of economic nature, concerning the Client. Such risks should be allocated as follows:
  - **Price risk** - the risk of incurring financial losses by the Client due to unfavorable changes in prices of the Secured Shares;
  - **Currency risk** - the risk of incurring financial losses by the Client due to unfavourable changes in exchange rates;
  - **Inflation risk** - the risk of incurring financial losses by the Client due to inflation;
  - **Liquidity risk** - the risk of incurring financial losses by the Client because of difficulty with the sale of the Secured Shares at a certain time;

- **The risk of collection of fees and other charges** - the possibility of financial losses by the Client associated with the Client's complete or partial lack of information on the costs associated with the implementation of operations in the Cabinet. Before performing certain operations, the Client must take all necessary steps to obtain a clear view of all commissions and other fees to be charged to the Client. The amount of such fees may be deducted from the Payments or otherwise increase the Client's expenses.

- **Legal risk** - the risk of incurring financial losses by the Client because of the entry into force of new or changes to existing legal acts. The legal risk also includes the possibility of the Client's financial losses due to the absence or lack of clarity of normative legal acts, directly or indirectly regulating the activity in the securities market. Such risks also need to be identified:

- **Risk of tax laws** - the risk of financial losses by the Client, associated with the use of the current tax legislation, changes in the existing order of taxation of transactions in the stock market. The position of the tax authorities on certain issues may undergo significant changes that, in turn, increase the likelihood of adverse effects on the Client, investing in project SKYWAY.

- **Socio-political risk** - the risk of incurring financial losses by the Client, associated with the change of political and economic policy, the risk of political instability, social unrest, including the risk of strikes, risks the outbreak of hostilities, etc. The most radical changes may lead to a denial or postponement of execution by Euroasian Rail Skyway Systems Holding Ltd of its obligations under the Secured Shares, to the limitation of certain (e.g. foreign) investments, and possibly to the confiscation or nationalization of the property of certain categories of Clients.

- **Crime risk** - the risk of incurring financial losses by the Client, caused by unlawful acts of third persons, including the risk of fraud against Client's assets (e.g. debiting of the Client's Secured shares on the basis of forged documents, unauthorized by the Client access to his/her personal Cabinet, and the like);

- **Operational risk (technical, technological, personnel risk)** - the risk of incurring direct or indirect financial losses by the Client due to failure of information, electrical and other systems, including life support systems, remote access systems, software, telecommunications equipment and other technical problems; because of errors related to the imperfection of the market infrastructure, including the operations of technology, management procedures, accounting and control.

The Company is not responsible for any losses incurred as a result of the Client's ignorance of the instructions in the User Agreement.

The Client assumes the risk of making unplanned transactions in the Cabinet in the case of re-sending the order before the receipt of the result of the previous order processing. The Client is obliged to guard passwords and make sure that third parties do not have access to the Cabinet. The Client will be held directly responsible for operations or transactions carried out in the Cabinet, even if it has been used illegally by a third party.

The Client is aware that the information transmitted in unencrypted form (by e-mail, instant messaging), is not protected against unauthorized access.

The Parties shall take into account the risk associated with the possibility of losses in the exchange of messages between the companies and the Client by means of electronic files using e-mail systems.

The list of factors above is not exhaustive, so the Client may incur additional risks associated with the implementation of investment activities within the boundaries of Project SKYWAY.

Risk is an integral part of any investment process. Investing in Project SKYWAY, carried out by means of equity crowdfunding, belongs to the category of venture capital investments, which means investing money in a promising innovative business, that does not yet have access to the stock market.

This Declaration is not intended to force the Client to abandon investments in Project SKYWAY, but is designed to help the Client to assess the risks of this type of investment and to have a responsible approach to the issue of the choice of investment strategy.

**The conclusion of the Client Agreement in the manner prescribed by the Agreement implies that the present Declaration is read and understood by the Client, and the Client is aware of the real risks when making investment decisions.**

Attorney of Sky Way Capital Inc.

\_\_\_\_\_ / E. Kudryashov /

ОБРАЗЕЦ