

# CLIENT AGREEMENT

## Tortola, BVI

This Agreement is made up between **RSW INVESTMENT GROUP LTD.** Company, (resident of the British Virgin Islands), in the person of its Director - Andriy Fedorovych Khovratov, acting on the basis of the Company Memorandum, hereinafter referred to as Company, and Client, an independent natural or legal person, acting on the basis of full legal capacity and competence, and having performed registration on the Company website, hereinafter referred to as **Client**, and jointly referred to as Parties.

## 1. GENERAL PROVISIONS

1.1. This Client Agreement is a public offer to an unlimited circle of persons to conclude an Agreement between Company and the person wishing to become a Client of Company, hereinafter referred to as Agreement.

1.2. The terms of this Agreement, its annexes, namely: terminology, the Notification of risks, the Remuneration and Awards Plan, the Personal Data Use Agreement, the Agency Agreement, the Refund Policy, the "Know Your Client" Policy, - explain and determine the general procedure for work, rules, conditions for the provision and delivery of services to Client, the principles of interaction between Parties in the course of activities, and also give the general perception and understanding of Company's operation.

1.3. This Agreement is the basis for the establishment of legal relations between Parties and the eventual conclusion of the subsequent mutual contracts.

1.3.1. The subsequent development of the contractual relations between Client and Company takes place at Client's request.

1.4. This Agreement is made between Client and Company by filling out the registration form on the Company's website: [www.skywayinvestgroup.com](http://www.skywayinvestgroup.com). When filling out the registration form Client specifies (provides) the personal data (for the natural persons) or the registration data of the legal person (for legal entities - Company Manager fills out the form based on the preliminary data received from Client), as well as the unique authorization (login and password) and activation data for its Personal Cabinet.

1.4.1. In the future, Client follows the accepted terms of cooperation under this Agreement, the Remuneration and Awards Plan and other documents, the provisions, and the signed contracts, placed in the Client's Personal Cabinet on the Company's website.

1.5. Client accepts the terms of this Agreement by filling out the Registration form on the



Company's website (or by provision of the registration data to Company manager - for legal entities) (cl. 1.4), and this confirms its familiarization with conditions of this Agreement, the Notification of Risks, the Remuneration and Awards Plan, the Personal Data Use Policy, the Refund Policy, the "Know Your Client" Policy, as indicated by Client's fulfilment of steps to activate the Personal Cabinet. In some cases, Company can require the additional Client's actions, confirming the acceptance of the requirements or terms and conditions of Company, required to continue or develop cooperation between Parties, and Company notifies Client of the same through the Client's Personal Cabinet.

1.5.1. Depending on economic conditions, marketing strategies and actions, to improve quality of work the Remuneration and Awards Plan, and other documents, regulations, contracts can be modified by Company from time to time, which is reflected in the documents posted on the Company official website. These changes are effected once they appear on the Company official website.

1.5.2. At the time of entry into force of the new terms and conditions of the Remuneration and Awards Plan, changes in other documents, regulations and contracts the continued cooperation between Client and Company under this Agreement shall mean that Client is aware of these new terms, conditions and changes and agrees with them.

1.6. At the time of making this Agreement, Client confirms reliably his unlimited legal capacity and competence, i. e. nobody and nothing can restrict Client's ability to make decisions, to exercise the rights, to take responsibility and be held accountable for Client's actions for any obligations to Company and to third parties.

1.7. The place of Company registration is acknowledged by Parties as a place of making this Agreement.

1.8. Company working hours: 10.00.00 Moscow time - 22.00.00 Moscow time, from Monday to Friday, excluding holidays.

## **2. OPENING OF ELECTRONIC ACCOUNT**

2.1. Conclusion of this Agreement (cl. 1.4) serves as the basis for opening an e-account (the Main account and the Bonus account) on the Company website, and activation of the Personal Cabinet on the specified site is a condition for opening such an electronic account for Client. The electronic account is intended for purchases of products and services provided by Company.

2.2. Client takes steps required to top-up his electronic account in the Personal Cabinet independently.



### 3. ORDER OF SETTLEMENTS

3.1. The internal calculation unit (the conventional currency) used by Company is a "Unit" and all operations of replenishment and withdrawal from the account are made in the equivalent to the "Unit" rate established by Company and in one of the currencies accepted by Company. The purchase of Company products, and services are paid for in the Personal Cabinet using the "Units".

3.2. Client has the right to deposit funds to and withdraw funds from the relevant electronic account in the Personal Cabinet on the Company website, taking into account the terms and conditions set forth in this Agreement and accepted by Company.

3.3. Automatic replenishment of the electronic account on the Company website is made at any time.

3.4. Client has the right to withdraw from the Client's Bonus account any amounts credited, subject to replenishment of the account by 50 units or more. At the same time, the minimum withdrawal amount is 50 units.

3.5. Client's instructions to replenish the e-account and withdraw the funds from the e-account are accepted during the Company working hours, and these instructions are processed during the working hours of the Company Paying Department (10:00-16:00, Moscow time). Company undertakes to transfer funds as per the details specified in the application for withdrawal funds within two working days, provided that the Company requirements are complied with, allowing Client to legally receive the funds, and also, subject to availability of the technical capabilities with Company at this time. The funds transfer delays relate to the exceptional cases and are dealt with by Company on an individual basis. The date of the funds withdrawal from the Company account is the date of execution of the order on withdrawal.

3.5.1. The exceptional cases, which are subject to individual consideration by Company, include: a dispute between Parties in case Client doesn't agree with crediting of funds to the specified account, the claim for bonus schemes, other contentious issues between Client and Company related to financial matters.

3.6. In case of doubt about the legal origin of funds (cl. 4.10) coming from Client, Company shall have the right: to extend the term of processing of applications for withdrawal (getting out) of funds up to 5 working days; to refuse the withdrawal (getting out) of funds until the situation is clear and a separate decision by Company is made in accordance with the applicable international law or the law of the country of Company residence or the involved in the operation bank residence or the correspondent bank residence.

3.7. When crediting and withdrawing funds from the corresponding e-account, the remittance costs, bank charges (including possible commissions of the correspondent banks) and the exchange rate difference losses are assumed by Client.



3.8. Company does not perform the currency conversion from one payment system into another.

#### **4. PARTIES' AUTHORITY AND RESPONSIBILITIES**

4.1. If necessary, Company reserves the right to change the terms of this Agreement unilaterally by notifying Client of the changes to the terms as per cl. 4.2.

4.2. Notifications, amendments to this Agreement, as well as any changes will take effect once they appear on the Company website, which may not be notified by Company to Clients specifically. In some cases, Company may inform Clients about any changes introduced through the messages in the Personal Cabinet, as well as by sending the e-mail messages onto the address specified by Client when registering on the Company website.

4.3. Company is not liable for failure to perform obligations and missing deadlines of this Agreement execution in cases of failures in communication channels, technical problems with an Internet-provider.

4.4. Client is solely responsible for the safekeeping of the passwords, providing access to the Client's Personal Cabinet.

4.5. Client may send requests, ask for references, explanations, receive consultations and responses from Company officials, give instructions about adjusting Client's accounts allowed by Company as well as exercise other rights, arising from this Agreement. Company reserves the right to respond to the Client request in the terms that Company considers acceptable for such a response. Company aims to make available all basic information and data about Company and its activities, products and services on its official website - [www.skywayinvestgroup.com](http://www.skywayinvestgroup.com) .

4.6. Company is obliged to comply with the terms of this Agreement, all annexes, amendments to the same, likewise Client is obliged to comply with the terms of this Agreement, all annexes, amendments to the same.

4.7. Client declares that all information specified on the registration form is reliable and truthful, accurate and up to date.

4.8. Client is responsible for the accuracy of the information specified in the registration form on the Company website.

4.9. Client agrees that inaccurate, untruthful information could have negative consequences for him (the late receipt of the required information, or its absence, inability to obtain the funds due, failure to obtain documents, certificates from Company, etc.)

4.10. Client is responsible for the legal origin of the funds, transferred by Client to his account,



opened on the Company Website, in accordance with the international law in the field of countering the financing of terrorism and laundering of money obtained illegally, and international practice in application of requirements in this area.

4.11. Company is not responsible for the source of Client's funds.

4.12. Company has the right to ask Client to present the documents proving his identity, including forwarding the copies of documents in electronic form, as well as to require performance of the verification procedure. And Company is taking the necessary steps to protect the personal data provided by Client.

4.13. Company reserves the right to block the account that is used by Client not for its intended purpose, as well as the specific functions of the Personal Cabinet, if there is a violation of the Company Code of Ethics (Corporate Code).

4.14. Company is entitled to require from Client the documents confirming the legality of his funds source, as per the "Know Your Client" Policy, aimed at countering the financing of terrorism, laundering of money obtained illegally.

4.15. If there is a suspicion of illegal origin of the Client's funds, Company may block the Client's e-account until the circumstances are clarified and the internal investigation is completed.

4.16. Company is taking all necessary steps to protect the personal data provided by Client to Company. Any personal data requested by Company is required for responsible and sufficient client identification and ensuring the security of the client's rights, exercised in consultation and cooperation with Company, as well as for ensuring the full operation of the Personal Cabinet and provision of any possibilities of Company to Client.

4.17. The scope of data requested by Company meets the minimum criteria outlined above.

4.18. In its data protection policy Company is oriented towards the requirements of the legislation of the European Union on the protection of personal data (in force since 25.05.2018) and its practical application.

4.19. Client has the right, at any time, by means of Client's statement, to require removal of the Client's personal data from the database used by Company. At that, Client understands that such a statement is the basis for the restriction and further cessation of use of the functions and possibilities of the Client's Personal Cabinet and Client's e-account on the Company website, termination of access to any of the Company's products, and also the reason for refusal of services provision to Client by Company.

## **5. INTERACTION BETWEEN PARTIES**



5.1. Interaction between Parties usually occurs via the Client's Personal Cabinet on the Company website, Skype, e-mail, based on the data provided to Company and included by Client in the Registration Form at making this Agreement. Documents and news are also brought to the attention of Client through the channels of communication by means of the electronic messages, links to information, video messages, and through information available on the Company website.

5.2. The filing, acceptance (consent) by Client, refusal to sign the placed documents, contracts, amendments and additions thereto from Company are possible only through the Personal Cabinet on the Company website (and before its activation - through the Company support service).

## **6. TERM OF AGREEMENT**

6.1. This Agreement shall enter into force from the moment of its acceptance (approval) by Client in the manner prescribed by cl. 1.4 of this Agreement and shall be effective until terminated by one of Parties.

## **7. TERMINATION OF AGREEMENT**

7.1. This Agreement is considered terminated when the following conditions are true:

- one Party unilaterally has the right to send a notice of termination of this Agreement no later than five days prior to the expiration of this Agreement to the last known postal or e-mail address of the other Party.

- Client has sent a statement to Company with instructions to remove his personal data from the database, used by Company.

7.1.1. This being said, each Party acknowledges that the Agreement termination will not terminate certain obligations of Parties to each other.

7.1.2. Termination of this Agreement entails restrictions or the complete cancellation of use of the Personal Cabinet and electronic account in the Personal Cabinet on the Company official website.

7.2. All contracts, appendices and annexes thereto, concluded after the date of making this Agreement, have priority over the legal effect of this Agreement, and develop and continue the subject matter of this Agreement, the obligations under the same are performed in full scope regardless of the duration of this Agreement, other individual contracts, appendices and annexes thereto, if they do not have reservations about such commitments.

## **8. RESOLUTION OF DISPUTES**



8.1. All disputes arising in connection with the performance of this Agreement shall be resolved by Parties through peaceful negotiations. In the absence of reaching an agreement, the dispute shall be settled according to the laws of the place of Company registration.

8.2. On matters not resolved under this Agreement, Parties shall be governed by the applicable law of the place of Client's registration.

## 9. ANNEXES

9.1. The annexes to this Agreement are considered an integral part of it. Among them:

- a) Terminology used by Company;
- b) Notification of Risks;
- c) Personal Data Use Agreement;
- d) Remuneration and Awards Plan;
- e) Refund Policy;
- f) "Know Your Client" Policy;
- g) Agency Agreement;

h) other documents adopted within Company and placed on the Company official website.

9.1.1. To help Client the listed documents are posted in his Personal Cabinet on the Company website in the subsection "Contractual Documents" in the "Profile" section. For legal entities the possibility of submission of the original documents in paper form is provided through a postal-courier services company on Client's request. This service is paid for by Client.

9.1.2. Parties have accept the following: it is understood that Client is fully informed of the terms of the listed documents and agrees with the same which is confirmed with activation of the Personal Cabinet by Client.

9.1.3. In case Client has disagreed with the specified documents and this Agreement, which is expressed in the absence of action (i.e. lack of it) under this Agreement, it may be deemed to be a refusal to continue cooperating, but it does not exempt Client from completion the initiated action on the monetary transactions in accordance with the Company established procedure for such cases taking into account the situation that, in turn, should lead to a lack of financial claims from Client to Company, and from Company to Client.



**COMPANY**

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Director



A. F. Khovratov

*Signature, L. S.*

