# **CUSTOMER AGREEMENT**

This Agreement is concluded between RSW Investment Group, represented by A.F. Khovratov, acting under the Charter, hereinafter the Company, and the person who is registered on the website of the Company, hereinafter the Customer, as the Parties.

### 1. GENERAL CONDITIONS

- 1.1. This Customer Agreement is a public offer to the unlimited number of persons on the conclusion of the Customer Agreement, hereinafter, Agreement.
- 1.2. The terms of this Agreement, its Appendixes, namely: Terminology, Risk Notification, Bonus Plan, the Agreement on the Use of Personal Information, explain, define the general operating procedure, the rules, the conditions of providing services to the Customer, the principles of cooperation between the Parties in the normal course of business, as well as it gives an overall perception and understanding of the Company.
- 1.3. Terms of the Agreement are the basis for understanding the relationships between the Parties.
  - 1.3.1. This Agreement is the first step in relations between the Parties. The subsequent development of the contractual relations between the Customer and the Company depends on the will (desire and action) of the Customer on the conclusion of the additional agreements.
- 1.4. The Agreement is concluded between the Customer and the Company by filling out the registration form on the Company's website www.skywayinvestgroup.com, where the Customer enters the data of his unique authentication (login, password), and by activating his Personal Account.
  - 1.4.1. The future actions of the Customer depend on the assumed conditions of cooperation according to the Bonus Plan, as well as on the consent to the terms of the implementation of certain individual contracts, which are placed on the site, in the Personal Account of the Company under the terms of the offer, or other conditions.
- 1.5. The Customer accepts the terms of this Agreement before the activation of his Personal Account by filling out the registration form on the website of the Company (1.4), which confirms that he is familiar with the terms of this Agreement, with Risk Disclosure, Bonus Plan, and the Agreement on the Use of Personal Information.
  - 1.5.1. Bonus Plan can be periodically amended to improve the quality of the Company's work depending on the economic environment, the marketing methods and techniques.
  - 1.5.2. The continued cooperation of the Customer and the Company under this Agreement at the introduction of the new conditions of the Bonus Plan, means that the Customer is familiarized with it's the new conditions.
- 1.6. At the conclusion of this Agreement, the Customer confirms that he has unlimited legal capacity, i.e. not limited by anything and anybody ability to exercise his rights, to be responsible and accountable for his actions on the arising obligations both to the Company and to third parties.
- 1.7. The place of the Company's registration is recognized as the place of the conclusion of the Agreement.
- 1.8. The working hours of the Company is from 10.00.00 Moscow time Monday to 22.00.00 Moscow time on Friday.
  - 1.8.1. Holidays marked in red on the calendar, are the exception.

### 2. ACCOUNT OPENING

- 2.1. The conclusion of this Agreement, (1.4) is the basis for opening an account with the Company, and the activation of the Personal Account on the specified site is a prerequisite for opening the Customer's account.
- 2.2. The Customer independently takes steps to top up his electronic account in the Personal Account.

#### 3. PROCEDURE OF SETTEMENTS

- 3.1. The internal currency of the Company is a "unit", all the operations of depositing and withdrawing from the account are made equivalent to the internal currency, set out in the Company, in the currency of a country's payment and payouts. The amount of payment, payouts are made in the national currency, based on the rate of the national currency to US dollar.
- 3.2. The Customer has the right to deposit and withdraw funds from the respective account of the Personal Account in the Company's website.
- 3.3. Automatic topping up of the Company's account can be made at any time.
- 3.4. The Customer has the right to withdraw from his Bonus Account any amount accrued to it, provided that there are 50 units or more on his account. The minimum withdrawal amount is 50 units.
- 3.5. Orders of accrual and withdrawal from the Customer's electronic account are made during business hours of the Company, and their processing is carried out during the working hours of the Company's Payment Department (10: 00-16: 00MSK). The Company undertakes to transfer the funds to the specified in the application for fund withdrawal requisites within two working days, subject to the Company's conditions, allowing the Customer to legally receive money. Violations of the transfer terms are exceptional cases and are considered by the Company separately.
  - 3.5.1. The dispute between the Parties about the Customer's disagreement concerning the funds accrual to his account, the claims about bonus accruals, other contentious issues between the Customer and the Company, related to money matters, are also considered to be the exceptional cases.
- 3.6. In case of doubt in the legal origin of the funds (p.4.10) received from the Customer, the Company shall be entitled to extend the term of application consideration for withdrawal (withdrawal) of the funds up to 5 working days.
- 3.7. The Customer assumes the costs of money transfer, payment for banking services, the loss on the differences in exchange rates by depositing and withdrawing funds from the respective account.
- 3.8. The Company does not perform conversions from one payment system to the other one.

# 4. POWERS AND LIABILITIES OF THE PARTIES

- 4.1. If necessary, the Company has the right to change the terms of this Agreement unilaterally by notifying the Customer about the change of conditions in accordance with paragraph 4.2.
- 4.2. Notifications, additions to this Agreement are sent to the e-mail indicated by the Customer on the Company's website, within five working days before the changes come into effect.
- 4.3. The company is not responsible for the failure to fulfil the obligations, for the violation of terms of execution due to failures in communication channels, Internet provider's technical problems.
- 4.4. The Customer is responsible for the security of passwords that provide access to the Customer's Personal Account.
- 4.5. The Customer has the right to submit requests, receive advice, to seek references, explanations, ask questions, get answers (feedback) from the Company, give instructions about adjusting his account and perform other rights under this Agreement.
- 4.6. The Customer is entitled to the Company's compliance of this Agreement conditions, to all

- applications, amendments thereto, as the Company has the right to the Customer's compliance of this Agreement, all its applications and additions to it.
- 4.7. The Customer declares that all the information given in the registration form is true, accurate and current.
- 4.8. The Customer is responsible for all the information specified in the registration form on the Company's website. He confirms that the information is true, accurate and current.
- 4.9. The Customer understands that inaccurate, false information can have negative consequences for him (late receipt of information or lack of it, the inability to obtain funds, failure to obtain documents, certificates, etc.)
- 4.10. The Customer assumes responsibility for the lawful origin of the funds transferred to his account, opened in the Company.
- 4.11. The Company is not responsible for the origin of the Customer's funds.
- 4.12. The Company has the right to request from the Customer to submit the documents proving his identity, including the copies of the documents in electronic form and also to request undergoing the verification procedures.
- 4.13. The Company has the right to block the account used by the Customer for not its intended purpose, as well as to block the individual functions of the Personal Account in violation of Company's Ethics (corporate) Code.

## 5. INTERACTION OF THE PARTIES

- 5.1. The interaction between the Parties usually occurs through the Personal Account, by Skype, e-mail and through other data provided by the Customer and included in the registration form at the conclusion of this Agreement. The documents, news are sent to the Customer through the communication channels specified by him and through information posted on the Company's website.
- 5.2. The Customer's submissions, acceptance (agreement), refusal to sign the posted documents for the Customer, the Company's contracts, is also only possible through the Customer's Personal Account in the Company.

### 6. DURATION OF THE AGREEMENT

6.1. This Agreement shall enter into force upon its acceptance by the Customer in the order established by Sect. 1.4. of the Agreement, and is effective until its termination by one of the Parties.

# 7. TERMINATION OF THIS AGREEMENT

- 7.1. The Agreement shall be terminated under the following conditions:
  - each Party shall unilaterally has the right to give the notice of termination of this Agreement no later than five days before the expiry of the Agreement to the last known Party's destination: mail or e-mail addresses of the Parties
  - 7.1.1. In this case, each Party is aware that the termination of the Agreement does not stop the obligations between the Parties.
- 7.2. The terms of this Agreement, explain the procedure of interaction between the Parties that arise in cooperation between the Parties, but the terms of the separate additional agreements that are concluded by the Parties in the development of this Agreement, may impose additional obligations on the Parties that are not removed from the Parties when applying the conditions in 7.1. The Parties are also not exempt from the obligations by being inactive, as the obligations continue until their solution or termination of their validity.

### 8. DISPUTE RESOLUTION

- 8.1. All disputes arising between the Parties in connection with the execution of this Agreement shall be settled peacefully. If the agreement between the Parties cannot be reached, the dispute is settled by the legislation of the Company's registered place.
- 8.2. The issues that are not covered by this Agreement shall be resolved by the current legislation of the Company's registered place.

## 9. ADDENDA TO THE AGREEMENT

- 9.1. The following appendixes to this Agreement are an integral part of it:
  - a) Terminology used by the Company and sufficient for understanding of the Customer's actions in the accepting of this Agreement.
  - b) Risk Notification.
  - c) Agreement on the Use of Personal Information.
  - d) Bonus Plan.
  - 9.1.1. To help the Customer, these documents are placed in his Personal Account in the subsection "Contractual Documents" in the "Profile" section.
  - 9.1.2. The Parties have agreed to the following: it is assumed that the Customer is fully aware of the terms of these documents and agree with them, when activating his Personal Account.
  - 9.1.3. The Customer's disagreement with the specified documents, with this Agreement is expressed in the absence of action (i.e. inaction) on the Agreement, which does not release the Customer from bringing to the logical end of the initiated actions on monetary operations, which must necessarily lead to the lack of the financial claims of the Customer to the Company and the Company to the Customer.

## **COMPANY**

**RSW Investment Group LTD** 

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Director