

**SERVICE AGREEMENT  
FOR INVITING NEW SKYWAY.CAPITAL WEBSITE USERS**

(individual offer)

This service agreement (hereinafter referred to as the "Agreement") is an individual offer by FIRST SKYWAY INVEST GROUP LIMITED, registered in the UK (company number 9320759), hereinafter referred to as the "Company", addressed to an individual user of the Cabinet, where its electronic version is published, hereinafter referred to as the "Executor", establishing the procedure and conditions under which the Executor, acting on its own behalf and at its own expense, provides services to the Company provided for by the Agreement. Hereinafter in the text of the Agreement, the Executor and the Company are collectively referred to as the Parties.

**1. The procedure for concluding the Agreement (acceptance by the Executor).**

**1.1.** The executor can only be a person who has accepted the Company's user agreement and has registered on the Company's website at: <https://skyway.capital/> (hereinafter - the Site), with open access to the specialized section on the Site, protected by special means of protection, under the text of the Agreement referred to as the "Cabinet".

**1.2.** An individual wishing to conclude an Agreement shall make an acceptance in the procedure established by this section of the Agreement. The contract is concluded by joining the Executor in accordance with the general terms and condition set in the Agreement.

**1.3.** Acceptance means that the Executor agrees with all provisions of the Agreement and assumes an unconditional obligation to follow them. In the text of the Agreement, any mention of the Agreement implies the current version of the Agreement.

**1.4.** The full unconditional acceptance of the Agreement includes, in the aggregate, the fulfillment of all the following actions on the Site by the Executor during the term of the current edition of the Agreement:

(a) Authorization of the Executor upon entrance to the Cabinet by entering a unique login and password;

(b) full acquaintance and consent of the Executor with the terms of the Agreement and its annexes situated in the Executor's Office on the Site by marking a special field "I have read and agree with the terms and conditions of the agreement", which is hereby acknowledged by the Executor and the Company as an analogue of the Executor's own handwritten signature, equal in the legal power to the Executor's own handwritten signature on a similar application on paper;

**1.5.** accepting the Agreement according to the terms stipulated in clause 1.4. According to the Agreement, the Executor hereby:

(a) confirms and guarantees that the information specified in the section "Personal Data" of the Cabinet, is complete, reliable and valid, and is the personal information of the Executor concluding the Agreement;

(b) confirms the Company's right to obtain the information specified in the section "Personal Data" of the Cabinet for the purposes of identification of the Executor, as the person who concluded the Agreement;

(c) confirms and guarantees that the Executor is an individual not limited in legal capacity under the legislation of the country of which he is a citizen of;

(d) confirms and guarantees that the Executor has indeed become fully acquainted with the Agreement and all its annexes, and agrees with their terms and conditions unconditionally and in full;

(e) provides the Company with the right (consent) to process his/her personal information.

Personal data means the information specified by the Executor in the "Personal Data" section of the "Profile" section of the Site (hereinafter referred to as the Profile), including but not limited to the last name, first name, patronymic, telephone number, e-mail address contained in the Profile (hereinafter referred to as "Personal Data");

(f) confirms that he has gotten acquainted with the purposes of processing Personal Data: processing of Personal Data will be carried out by the Company in the interests of the Executor, including for the purpose of offering the Executor new terms and conditions of the Agreement, for the purposes of conducting surveys, questionnaires, advertising and marketing research, shares, for making direct contacts with the Executor, including by using the means of communication specified in the Personal Data, in order to conclude, execute, change, terminate the Company's contracts (agreements) with the Executor, including the proper identification of the Executor and/or the person authorized by him, as well as for the purpose of preparing application forms, notifications, agreements, contracts that do not directly result in the conclusion, termination, amendment of the relevant agreement; grants the right (consent) to take any actions with respect to Personal Data that are necessary and desirable to achieve the above objectives, including, without limitation, collection, systematization, accumulation, storage, clarification (updating, modification), use, distribution (transfer) ( Including transfer to the Company under this sub-clause), depersonalization, blocking and destruction, as well as any other actions with Personal Data, confirms that it has been notified that the processing of Personal Data is carried out by the Company in any way, including using Automation tools (including software), and without the use of automation tools (using various media, including paper carriers). The Executor confirms that the processing of Personal Data may be carried out by both the Company and other persons who have concluded an agreement with the Company on the terms of confidentiality and liability for the disclosure of Personal Data.

The above-mentioned right (the consent of the Executor in respect of Personal Data) is valid for 75 years and can be withdrawn by the Executor sending a written notice to the Company. This consent is considered to be withdrawn after 30 (thirty) days from the receipt of a written notification by the Company stating the withdrawal of this consent. The day of receiving the notification is not included in the 30 (thirty) day period;

(g) recognizes the extract/extracts from the electronic logs and files of the Site's server, signed by the authorized person of the Company, as suitable and sufficient for presentation in the resolution of conflict situations and/or disputes in pre-trial order and/or court, arbitration court, state bodies, other organizations, as evidence of receipt of funds from the Client by the Company, evidence of the fact of sending the Company's reports to the Executor, as well as proof of the contents of these statements and confirmations;

Takes responsibility for nonobservance, invalidity of conditions, guarantees envisaged in clause 1.5. The Agreement, as well as the associated risks of negative consequences, will be solely born by the Executor.

## **2. Purpose and subject of the Agreement.**

**2.1.** As part of the campaign to promote the Site and attract customers to the Company, the Company instructs and the Executor undertakes to carry out on his/her behalf and at his/her own expense the actions to attract new users to the Site (hereinafter referred to as Clients), and the Company undertakes to pay the Executor a fee for the services rendered on the terms and conditions stipulated in this Agreement.

**2.2.** The subject of the Agreement is in no way connected to the sale of securities, investment or other financial transactions requiring the permission of a special body.

**2.3.** Direct transactions with customers (hereinafter referred to as Transactions) are conducted by the Company. The Company independently determines and establishes the essential conditions of Transactions.

**2.4.** Services stated in this Agreement shall be provided by the Executor personally.

## **3. Rights and obligations of the parties.**

**3.1.** The Executor shall:

(a) provide the Company with services with due diligence, with the greatest possible dedication and in accordance with the requirements of the current legislation at the place of their provision,

- within their own professional competence and within the established time limits;
- (b) provide the necessary data and information related to the fulfillment of the terms of the Agreement upon the first request of the Company;
  - (c) perform other functions delegated to the Executor by the Company.
  - (d) not use without a written consent by the Company: photographs, graphic images, symbols, articles and other objects under exclusive rights related to SKY WAY (sky way), including those published on the Internet site at the address: <https://skyway.capital> or on the website of any company belonging to the group of SKY WAY companies or its partners;
  - (e) not distribute misleading and/or damaging information about the Company, the SKY WAY group of companies, the Company's partners and/or the Sky Way Project, as well as any individuals, including employees representing organizations from the specified list;
  - (f) not commit or attempt to commit acts aimed at obtaining additional remuneration from the investments through another Cabinet controlled by the Executor, registered in the name of the Executor and/or another person, in the absence of the intention of such person to make investments (the Company is entitled to conduct its own verification of compliance by the Executor with this restriction and apply sanctions based on the results of this inspection);
  - (g) not use the personal data of the Company's clients for personal purposes not related to the provision of services under this Agreement, including for sending messages, oral invitations, advertising and other information;
  - (h) if the Doer uses a website or a personal account on the Internet for the provision of the Services, he/she must not post a reference link or any other method / information that is active for the transition to access other Internet resources except the Site, related to attracting investments in the Skyway Project or in other projects;
  - (i) in case of using the personal page in social networks for the provision of the Services, the Doer should not place referral links for registering Clients on the Site in a conspicuous place (available on the first access to the personal office page);
  - (j) The Doer must not distribute in any way (without the official consent of the Company) any products containing objects of the exclusive rights related to SKY WAY (Heavenly Road) or related to the means of individualization of the Company, partners and persons from the SkyWay group of companies.
  - (k) Not to organize or hold public events (seminars, webinars, etc.) without the Company's consent on behalf of the Company, any of the organizations of the SkyWay group of companies.

### **3.2. The company is obliged to:**

- (a) Ensure full and timely fulfillment of its obligations to the Executor under the Agreement;
- (b) Provide the Contractor with up-to-date information about Project Sky Way, goods and services of the Company (including the terms of Transactions) in the required quantity throughout the term of the Agreement.
- (c) Accept services from the Executor rendered under the Agreement;
- (d) Pay for the Executor's services on time.

### **4. Executor's report.**

**4.1.** The Executor's report recognizes information on the status of the (current) client account of the Executor formed in the "Banking" section of the Cabinet.

**4.2.** If there are objections to the Executor's report (credited payments), the Executor must notify the Company about them within seven days from the date of payment. Otherwise, the report will be considered accepted by the Executor.

### **5. Compensation and settlement procedure.**

**5.1.** The amount of rewards are set by the conditions of the Company's referral (bonus) program and may amount to 28.8% (twenty eight and eight tenths of percent) of the amount of revenue received from the Clients on the Company's settlement account registered with the Site with the participation of the Executor (participation of the Executor in attracting the Client is determined with the help of the software and hardware complex of the Site, which allows to identify the Referral's referrals).

**5.2.** The total amount of the Client's payments to the Company's account is determined on the basis of information provided by the software and hardware complex of the Site.

**5.3.** Rewards are paid by the Company in a non-cash order by stage-by-stage payments in accordance with electronic applications of the Executor sent through the Cabinet, within 7 (seven) calendar days from the receipt of the relevant application.

## **6. Responsibilities of the Parties.**

**6.1.** Upon violation of the terms of the contract by one Party, the other Party has the right to terminate the agreement unilaterally, notifying the first Party about it.

**6.2.** The Company is not liable for technical malfunctions and other malfunctions in the work of the Cabinet that have arisen not through the fault of the Company, including the consequences of such malfunctions.

**6.3.** The Executor shall not be liable for the obligations of the Company to third parties.

**6.4.** The Executor shall not be liable for losses that may occur to Customers as a result of Transactions or other participation in the Sky Way Project.

**6.5.** The company is not liable for the obligations of the Executor to third parties, including obligations to calculate and pay any duties, fees, taxes and other payments.

**6.6.** The Company is not a tax agent and is not responsible for the fulfillment of tax obligations by the Executor, therefore, all the tax liabilities arising from the Parties in connection with this Agreement shall be performed by each Party independently.

**6.7.** In case of violation of paragraphs d), e), f), g), h), i), j), k) of item 3.1. of the Agreement, the Company has the right to block the Executor's access to the Cabinet (and all identified Cabinets under the control of the offender) for any period, at its discretion.

**6.8.** In case of violation of paragraphs f), g), h), i), j) k) of item 3.1. of the Agreement, the Company has the right not to accrue or pay the Executor rewards in the amount determined at its discretion.

## **7. The circumstances of Force Major**

**7.1.** The parties are exempted from liability for full or partial non-fulfillment (improper performance) of obligations under the Agreement, if this failure (improper performance) was a consequence of force major circumstances that arose after the conclusion of the Agreement.

**7.2.** In case of the occurrence of force majeure circumstances, the period for the Parties to fulfill their obligations under the Agreement shall be extended in proportion to the time during which such circumstances operate.

**7.3.** The party for which the impossibility of fulfilling its obligations under the Agreement was created, must notify the other Party within three days from the date of such circumstances in writing, stating the offence, expected period of validity and termination of these circumstances.

**7.4.** Not notifying or providing an untimely notification to the other Party about the occurrence of force major circumstances entails a loss of the right to invoke these circumstances.

**7.5.** If the impossibility for full or partial performance by the Parties obligated by the Agreement, due to force major circumstances, will exist for more than one month, then each of the Parties has the right to terminate the Agreement. In this case, neither of the Parties acquires the right for compensation of losses caused by such termination.

**7.6.** The absence of securities and (or) money in the accounts of the Parties is not considered force major.

## **8. Resolution of disputes**

**8.1.** When considering disputes related to the Agreement, the Parties will be guided by English law.

**8.2.** The parties will take all necessary measures to resolve disputes through friendly negotiations.

**8.3.** 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 e-mail; by express mail, or delivered in person

in return for a signature using the postal address of the Executor specified in the Cabinet, and the postal address of the Company specified in the current Agreement.

**8.4. Claims are reviewed:**

By the Company - within a period of no more than thirty days from the date of receipt, and no later than fifteen days in case the Claim does not require additional examination and verification.

By the Executor - within fifteen days from the date of receipt; 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.

**8.5.** The company does not consider anonymous claims, i.e. not containing information about the name (surname) or location (address) of the applicant.

**8.6.** 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.

**8.7.** Disputes, which cannot be solved under the pre-action protocol, shall be resolved in court according to the legislation of the location of the defendant.

**9. Entry into force of the Agreement.**

**9.1.** This Agreement shall enter into force from the moment of its acceptance by the Executor in accordance with the procedure established in clause 1.4. of the Agreement.

**9.2.** This Agreement is valid until December 31, 2018 (incl.), and will be automatically renewed for the next calendar year if the Company does not notify about the termination of the Agreement in the Cabinet.

**10. Alterations to the Agreement**

**10.1.** The Company has the right and the power to review and modify the current version of the Agreement and/or its annexes by publishing a new version of the Agreement in the Cabinet at any time without giving notice to the Executor.

**10.2.** The Executor takes an obligation to regularly (at least once a week) enter his/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 Agreement in full measure.

**11. Termination of the Agreement**

**11.1.** Unless otherwise provided by the contract, either party may unilaterally refuse to execute the Agreement by notifying the other Party not later than five days prior. The notification must be sent by the Parties to the following e-mail address:

the Company: support@skyway.capital;

the Executor: address specified in the Profile.

The notice is considered to be delivered, also if the addressee has stopped using the provided e-mail address.

**11.2.** If the Executor does not submit any orders concerning the refund of the payments reflected in his/her Cabinet by the time of the termination of the Agreement, the Company is entitled to transfer the funds to the bank account of the Executor, whose details are indicated in the Executor's Cabinet.

**11.3.** After the termination of the Agreement, the fulfillment of obligations stated in the Agreement, are terminated. The exception are obligations, execution of which was commenced before the termination of the Agreement and can not be eliminated, as well as the obligations required in connection with the termination of the Agreement (completion of execution of previously filed applications, payment of remuneration to the Executor, etc.) After the commencement of the procedure of termination of the Agreement, the Company is entitled to withhold funds from the Executor in the amount owed to the Company as the right to receive them.

**12. Messaging, Document Flow**

**12.1.** Messaging and document flow between the Parties, as a rule, is carried out through the Cabinet using electronic documents.

**12.2.** Identification of the Executor submitting documents (applications, orders etc.) to the Company is carried out on the basis of the Executor's authorization (entering a unique login and password) upon entry to the Cabinet.

**12.3.** The Company unilaterally forms the Act of rendering services under the Contract, in the absence of objections of the Executor, within three calendar days from the date of rendering services under the Contract. At the expiration of the specified period, the Act of rendering services unilaterally formed by the Company, is considered agreed upon and signed by the Parties if there is a certifying signature of the Company or its authorized representative.

the Company:

**FIRST SKYWAY INVEST GROUP LIMITED**

Legal address: Gable House 239, Regents Park Road  
Finchley, London, United Kingdom, N3 3LF

Number of the Company:

9320759

e-mail: [support@skyway.capital](mailto:support@skyway.capital)

Head of the Company



Y. Kudryashov