

RAILBUS

RAILBUS SHARES RESERVATION AGREEMENT

THIS AGREEMENT is made upon the submission of the application form.

BETWEEN:

(1) **RAILBUS Inc.** a company registered in The State of Delaware with the number 4623510 whose headquarters address at 16192 Coastal Highway, Lewes, Delaware 19958, USA and Regional office at DSO H.Q D102, Dubai Silicon Oasis, Dubai, United Arab Emirates (the "**First Party**" or "**The Company**");

(2) The member whose address is shown on the application form (referred to as the "Second Party" or "**The Member**");

(each a "Party" and collectively the "Parties").

WHEREAS:

A. The First Party is the developer and owner of the RAILBUS system and vehicles for low-cost public transport.

B. The Second Party has expressed interest in reserving shares in RAILBUS under the terms of this agreement.

NOW, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Reservation Fee:

- a) A refundable reservation fee, equating to 20% of the total investment amount, will be processed upon submission of the form.
- b) This reservation fee will be credited towards the total investment amount when claiming shares, with the investor required to pay the remaining 80% of the investment amount.

2. Partnership Certificate: Upon reserving 10,000 shares or more, each member will receive a Partnership Certificate. This certificate officially recognizes their significant support for RAILBUS.

3. Share Reservation and Claim Period:

Members who submit the reservation form will be entitled to an allocation of shares as specified in their Share Reservation Certificate.

- a. **Claim Period:** Members have the exclusive right to claim their reserved shares within a four-year period from the date of share reservation confirmation. This period allows members to observe the performance and valuation of RAILBUS shares before committing to purchase.
- b. **Shares Reservation Certificate:** Each member will receive a Shares Reservation Certificate, which serves as proof of the member's entitlement to the reserved shares. This certificate will specify the number of shares reserved, the valuation at the time of reservation, and the conditions under which the shares can be claimed.

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- c. Valuation of Reserved Shares:** The valuation of the reserved shares at the time of reservation is based on the current share price and is intended to provide members with a reference point for the potential future value of their investment. It is understood that the share price may fluctuate based on the company's performance, market conditions, and other factors.
 - d. Claiming Reserved Shares:** Members wishing to claim their reserved shares must notify RAILBUS within the designated four-year period and pay the remaining 80% of the total investment amount for those shares.
 - e. Non-Transferability:** The right to claim reserved shares is exclusively granted to the member who originally received the share reservation certificate. This right is non-transferable and cannot be sold, assigned, or given to another party.
- 4. Refund Policy:** RAILBUS Inc. offers a flexible refund policy for share reservations. If a member wishes to cancel their reservation, they may do so at any time by submitting a request through the designated refund form available at <https://railbus.com/sr/refund-form>. Upon cancellation, the reservation amount will be refunded in full, less any applicable transaction fees, within 1-3 business days using the original payment method. The reservation certificate issued will be invalidated immediately upon the processing of the refund.
 - 5. No Obligations:** This Agreement imposes no further obligations on either Party beyond the terms stated herein.
 - 6. Non-Exclusivity:** This Agreement does not restrict either Party from engaging in similar Memberships or activities with other entities.
 - 7. Benefits:** The Member is entitled to benefits as outlined on the RAILBUS membership page.
 - 8. Modification of Terms:** RAILBUS reserves the right to modify the terms of this Agreement at any time. Any changes will be communicated to the Member via their registered email.
 - 9. Limitation of Liability:** RAILBUS, including its directors, employees, and representatives, shall not be liable for any losses or damages arising from this Membership.
 - 10. Governing Law:** This Agreement and any disputes arising from it will be governed by the laws of Dubai, United Arab Emirates, with disputes settled through mutual discussions or, if necessary, arbitration in Dubai.
 - 11. Entire Agreement:** This Agreement constitutes the entire understanding between the Parties, superseding any prior agreements or understandings.

IN WITNESS WHEREOF, this Agreement is considered duly executed and effective upon the Second Party's submission of the Membership form.

