

PREAMBLE

WHEREAS Customer purchased a mining machine and wishes to acquire from Service Provider certain colocation, operation, management, and maintenance services, and

WHEREAS, Service Provider wishes to provide to Customer the Services, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

In this Agreement the following words and expressions shall, unless the context otherwise, requires have the following meanings:

1. DEFINITIONS

- 1.1 Preamble: Refers to the aforesaid introduction herein and is considered an integral part of this Agreement and shall read as such therewith.
- 1.2 Mining Machine: Refers to the cryptocurrency mining hardware sold by the Service Provider to the Customer, including but not limited to ASICs, GPUs, power supplies, and any associated accessories. (Exhibit A: List of Mining Machines)
- 1.3 Mining Services: Refers to the services provided by the Service Provider for the operation, maintenance, and management of the Customer's Mining Machines at Service Provider's facilities.
- 1.4 Facility: Refers to the physical location where the Service Provider hosts and operates the Customer's Mining Machines.
- 1.5 Hosting Fee: Refers to the fee charged by the Service Provider for providing Mining Services, ranging between 0.06 USD per kWh.
- 1.6 Uptime: Refers to the time during which the Miner Machines are operational and mining cryptocurrency, excluding scheduled maintenance and unforeseeable outages.
- 1.7 Electricity Costs: The Customer shall be responsible for the actual electricity costs incurred by the Miner Machines. The Service Provider shall provide a detailed monthly invoice for electricity usage.
- 1.8 Payment Terms: Invoices shall be due and payable within 3 days of the invoice date. Late payments shall be subject to a late fee of [percentage, e.g., 1.5%] per month on the outstanding balance.

SELL OF MINING MACHINE AND MINING SERVICES AGREEMENT

Service Provider: _____

Customer: _____

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AL Rashidiyya Dubai

2. SERVICES.

- 2.1. **Services Provided:** During the Term, Service Provider will receive, operate, manage, and maintain the Customer Mining Equipment on the Premises in accordance with this Agreement. Service Provider agrees that all operation of the Customer Mining Equipment will be on Customer's behalf, subject to the fees and costs set forth in this Agreement. Service Provider shall deliver the Services in a commercially reasonable manner with at least 95% minimum uptime per year. The Service Provider shall not be liable for any periods of operational downtime, including but not limited to curtailment periods, events related to weather conditions, natural disasters, or any failure on the part of utility companies or third-party partners to deliver electricity to the Facility, irrespective of the reason for such failure.
- 2.2. **Allocation of Mining Power:** Service Provider shall provide the Services such that the Customer will use the Customer Mining Equipment to Mine its intended cryptocurrency unless otherwise agreed to in writing by the Customer and Service Provider. Service Provider shall not use aftermarket firmware or otherwise use the Customer Mining Equipment to mine any other Digital Asset not expressly stated herein unless otherwise agreed to in writing by the Customer and Service Provider.
- 2.3. **Management and Maintenance:**
- 2.3.1 **Responsibilities:** Throughout the Term, Service Provider shall be responsible for the management and maintenance of the Customer Mining Equipment. Service Provider's responsibilities will include ongoing monitoring of performance metrics to maximize miner performance and payment, and management of employees and contractors performing services related to this Agreement. Service Provider will host or secure hosting services for Customer and in either case shall ensure: (i) Premises security; (ii) overall Premises maintenance; (iii) power and infrastructure maintenance; (iv) Premises safety protocols; (v) power procurement and billing; (vi) heat management; and (vii) all other such services as required for the Customer Mining Equipment to achieve the operation.
- 2.3.2 **Maintenance Quality:** All such maintenance shall be performed in a diligent, competent, and workmanlike manner. Service Provider, at its expense, will make industry standard efforts to perform all upgrades with a goal for the software or firmware of Customer Mining Equipment to maximize Uptime and Generated Digital Asset. If Customer Miner Equipment needs repairs or additional physical maintenance, Service Provider, with the consent of Customer and at Customer's expense in respect of out-of-pocket and third-party expenses, shall address and facilitate repairs to Customer Mining Equipment, payable in advance by Customer upon receipt of invoice. Repair invoices shall be a best estimate, and Customer understands and agrees that additional labor costs may be involved in repairs that are later determined to be significantly more involved than originally estimated. For significant third-party repair expenses, Service Provider reserves the right to request that Customer either advance funds for the expenses or pay the third party directly.

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- 2.3.3 **Discontinuation:** No repairs or physical maintenance shall be affected by Service Provider prior to receiving payment toward the estimated repair costs. If the Customer is delayed with the payment of the Service Costs for more than 10 days, Service Provider has the right to discontinue the administration of the services, which includes the cutting of the electricity supply to the Customer Mining Equipment. The Customer shall be informed by Service Provider about the discontinuation of the administration via e-mail to the address provided by the Customer. Service Provider reserves the right to recover losses by mining the Customer Mining Equipment until the debt amount is covered.
- 2.4. **Deposit of Digital Assets:** Customers maintain full control over their own mining pool.

3. SALE AND DELIVERY OF MINING MACHINES

- 3.1. **Sale:** Service Provider agrees to sell, and the Customer agrees to purchase, the Mining Machines listed in Exhibit A attached hereto.
- 3.2. **Delivery:** Service Provider shall deliver the Mining Machines to the Facility. Delivery is considered complete when the Mining Machines are installed and operational at the Facility.

4. REFUND OR EXCHANGE

- 4.1. **Refund or Exchange Period:** The Customer cannot request a refund or exchange of the Mining Machines as this belongs to a financial product.

5. HOSTING SERVICES

- 5.1. **Services Provided:** Service Provider shall provide the following services:
- Electricity and cooling necessary for the operation of the Mining Machines.
 - Network connectivity to ensure the Mining Machines can communicate with the relevant mining pools.
 - Physical security for the Facility and Mining Machines.
 - Monitoring and maintenance of the Mining Machines to ensure optimal performance.
- 5.2. **Hosting Fee:** The Customer shall pay the Service Provider a monthly hosting fee based on electricity consumption, calculated at a rate between 0.06 USD per kWh.
- 5.3. **Payment Terms:** Invoices shall be due and payable within 3 days of the invoice date.

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6. DEFAULT IN PAYMENT

- 6.1. **Notification:** If the Customer defaults on a payment, the Service Provider shall notify the Customer via Email and/or WhatsApp.
- 6.2. **Redirection of Mining Output:** If the Customer fails to pay the monthly hosting fee, the Service Provider shall change the mining address so that the cryptocurrency generated by the Mining Machines is directed to the Service Provider's address.
- 6.3. **Late Payment Penalty:** A fine of 10 USD per day per ASIC shall be imposed. If the Customer does not pay the full amount due within this period, the Mining Machines will be automatically confiscated and become the property of the Service Provider if the customer fails to pay in 90 days all the existing dues.


7. COSTS

- 7.1. **Power and Management Costs:** All power and management costs shall be incorporated into the total Service Fee charged to the Customer. However, in the event that it becomes necessary to adjust the rates charged to Customer for the costs of the Services provided here under, Service Provider reserves the right to increase the fee charged to Customer upon thirty (30) days' written notice with the document or proof which supports the increase in the electricity from the government and only the increased value can be added.
- 7.2. **Service Fee:** In exchange for providing electricity, monitoring, and maintenance of Customer Mining Equipment, Service Provider will receive the Service Fee for each Payout Period during the Term in accordance with this Agreement.
- 7.3. **Payment:** Payment Obligations and Remedies for Non-Payment: Customer shall remit payment of all costs and fees as detailed in monthly invoices issued by the Service Provider. Such payments shall be due and payable no later than five (5) calendar days following the issuance of each monthly invoice. In the event of Customer's failure to make timely payment as herein specified, Service Provider reserves the right, at its sole discretion, to redirect any and all mining proceeds generated by the Customer's Mining Equipment to the digital wallet owned or controlled by the Service Provider until such time that all outstanding payments are fully remitted. Further, if the Customer fails to make payment within fifteen 90 calendar days after a monthly invoice has been issued, the Service Provider reserves the right, without further notice or obligation, to assume ownership of the Customer's Mining Equipment.

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7.4 **Disputes:** Customer may, in good faith, dispute any invoice or any part thereof (a "Disputed Amount") by submitting a written notice of such dispute along with reasonable supporting documentation within 30 calendar days of the date of the initial invoice on which the Disputed Amount appears. Service Provider will review the Disputed Amount after its receipt of the relevant notice and will provide Customer with any and all evidence demonstrating the propriety of the invoice. If the amount was billed in error, a credit for the amount invoiced incorrectly will be made to the next invoice. If the amount was invoiced correctly, Customer will pay the amount by the due date of the next invoice.

8. RISK NOTICE

8.1. **Cryptocurrency Risks:** "Cryptocurrencies" refers to distributed, decentralized peer-to-peer digital currencies; and, actions with cryptocurrencies carry inherent risks, and include KADENA (KDA), KASPA (KAS). Cryptocurrencies are uninsured, unregulated and decentralized, and the value of any mining agreement or any amount of any cryptocurrency is subject to change due to fluctuating market prices.

9. RECORDS AND REPORTING

Service Provider will prepare reports, per Payout Period, as specified above, and provide Customer with access to copies of such reports as reasonably requested by Customer, the form and substance of such reports to be reasonably agreed by the Parties with the goal of providing Customer full transparency as to the operations and output of the mining activities that lead to the generation, or lack thereof, of digital assets.

10. CONTRACTORS

Service Provider may use its affiliates and any third-party contractors, vendors, and/or service providers to provide the Services (in whole or in part) ("Contractors")

11. OWNERSHIP; MINING POOL & SECURITY

11.1. Ownership: For the avoidance of doubt, as between the Parties, all Customer Mining Equipment and Digital Asset Customer Allocation shall remain the sole property of Customer and will not be construed as fixtures or fittings or otherwise attached to a Service Provider facility or to any third-party service provider. As between the Parties, Service Provider or Service Provider's third-party service provider retains title to all racking, connectors, fittings, parts, and other materials used or provided by Service Provider or Service Provider's third-party service provider where Customer's miner(s) are located.

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- 11.2. **Selection of Mining Pool:** Customer shall timely provide Service Provider all information relating to the mining pool it seeks to join. Customer is always responsible for the selection of the mining pool and for monitoring pool performance and instructing Service Provider to make any changes to the mining pool Customer seeks to use. Customer will comply with any process established by Service Provider for establishing addresses, changes to addresses, and changes to the allocation of hash power which will include secondary verifications and multiple approvals. Customer will give Service Provider at least three (3) Business Days' notice of any change in addresses or pool location. Customer shall pay a cost for labor, solely determined by Service Provider in good faith, for any excess changes of pools or addresses.
- 11.3. **Security:** Customer is solely responsible for the security of Customer's private keys. Customer shall hold Service Provider harmless from breaches of user or access security with respect to any of Customer Hardware or the Hosting Facility. Service Provider does not provide any service to detect or identify any security breach of Customer Hardware or the Hosting Facility. Service Provider does not provide any tests employing tools and techniques intended to gain unauthorized access to Customer Hardware or Customer's personal property.

12. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

- 12.1 **Disclaimer:** Except as expressly provided herein, each Party, its affiliates and its and their third-party licensors and service providers each expressly disclaims all representations and warranties concerning the services or provision of the Customer Mining Equipment, whether oral or written, including without limitation warranties of accuracy, timeliness, completeness, results, and the implied warranties of non-infringement, merchantability and fitness for a particular purpose, even if advised of the possibility of such damages and whether or not such damages were foreseeable.
- 12.2 **Limitation of Liability:** In no event will either Party, its affiliates, and its and their third-party licensors or service providers be liable to the other party for any indirect, incidental, special, consequential or punitive damages, or lost profits or revenue or lost or damaged data, whether incurred or suffered as a result of unavailability of data, delays, inaccuracies, errors, omissions, hardware or software design, theft, loss of goodwill, property damage, service interruption, or otherwise, even if the other Party, its affiliates or any of its third-party licensors or service providers have been advised of the possibility of such damages. In no event will either Party's aggregate liability arising out of or in connection with this Agreement exceed the Service Provider Fees paid to Service Provider hereunder in the 12 months preceding the event giving rise to such liability.

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13. TERM AND TERMINATION

- 13.1. **Term:** The term of this Agreement (the "Term") shall commence on the Effective Date and continue for a period of one (1) year (the "Initial Term"), unless terminated earlier in accordance with this Agreement. This Agreement shall automatically renew for additional one (1) year periods (each, a "Renewal Term"), unless either Party provides written notice to the other Party at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term of its intention not to renew this Agreement. The Initial Term and any Renewal Term(s) shall collectively be referred to as the "Term."
- 13.2. **Termination for Cause:** Either Party may terminate this Agreement for cause upon written notice to the other Party if the other Party materially breaches this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice thereof from the non-breaching Party. Additionally, Service Provider may terminate this Agreement for cause upon written notice to Customer if Customer fails to make any payment due hereunder within fifteen (30) calendar days after the due date. Moreover, either Party may terminate this Agreement immediately upon written notice to the other Party in the event such other Party (a) files any petition in bankruptcy; (b) has an involuntary petition in bankruptcy filed against it, which involuntary petition is not discharged within sixty (60) days; (c) becomes insolvent; (d) makes a general assignment for the benefit of creditors; (e) the service provider has the right to terminate. If any new law or regulation is implemented by the government or municipality that affects the operation of the Mining Machines, this Agreement will be automatically terminated with immediate effect., and/or experiences an event analogous to any of the foregoing in any jurisdiction in which all or any substantial part of its assets are situated.
- 13.3. **Termination for Convenience:** Either Party may terminate this Agreement for convenience upon ninety. (90) days written notice to the other Party. In the event of termination for convenience by Customer, Customer shall pay Service Provider for all costs and expenses incurred by Service Provider in connection with the Services provided up to the effective date of termination. Moreover, in the event of point (e) it shall result Non-Refundable Costs, whereby, such termination, any capital expenditure (Capex) or investment costs incurred by the Customer are non-refundable.
- 13.4. **Effect of Termination:** Upon termination of this Agreement for any reason: (i) Customer shall immediately pay to Service Provider all amounts due and owing under this Agreement; (ii) Service Provider shall cease providing the Services; (iii) Customer shall, at its sole expense, remove all Customer Mining Equipment from the Premises within thirty (30) days of the effective date of termination; and (iv) the Parties shall promptly return to the other Party all Confidential Information and other materials belonging to the other Party.

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14. PAYMENT AND METHOD

Payments from the Customer to the Service Provider shall be conducted via bank wire transfer to the designated bank account details as follows:

Bank Name	ADCB BANK
Account Name	WEMINE CLOUD SERVICE AND DATA CENTERS PROVIDERS
Account No.	13462689920001
IBAN	AE690030013462689920001
SWIFT Code	ADCB AEAA

15. CONFIDENTIALITY

- 15.1. **Confidential Information:** Each Party acknowledges that it may receive or have access to confidential or proprietary information of the other Party ("Confidential Information"). Confidential Information shall include, without limitation, all financial, business, technical, and operational information of the disclosing Party, whether disclosed orally or in writing, that is designated as confidential or that, under the circumstances surrounding disclosure, should be treated as confidential. Confidential Information does not include information that: (i) is or becomes generally available to the public through no breach of this Agreement; (ii) is independently developed by the receiving Party without use of or reference to the disclosing Party's Confidential Information; (iii) is obtained from a third party without breach of any obligation of confidentiality; or (iv) is required to be disclosed by law or regulation.
- 15.2. **Use and Disclosure:** Each Party agrees to: (i) use the Confidential Information of the other Party solely for the purpose of performing its obligations under this Agreement; (ii) maintain the confidentiality of the other Party's Confidential Information; and (iii) not disclose the other Party's Confidential Information to any third party without the prior written consent of the other Party, except to its employees, agents, or contractors who have a need to know such information in order to perform its obligations under this Agreement and who are bound by confidentiality obligations at least as restrictive as those set forth herein.

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16. MISCELLANEOUS.

- 16.1 **Governing Law:** This agreement shall be governed by and construed in accordance with, and with respect to the laws of the United Arab Emirates, and any disputes arising hereunder shall be subject to the sole and exclusive jurisdiction of the courts of Dubai, United Arab Emirates.
- 16.2 **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, between the Parties.
- 16.3 **Amendment:** This Agreement may be amended only by a written instrument executed by both Parties.
- 16.4 **Waiver:** The failure of either Party to enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by the waiving Party in writing.
- 16.5 **Severability:** If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.
- 16.6 **Assignment:** Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, except that either Party may assign this Agreement in connection with a merger, acquisition, or sale of all or substantially all of its assets.
- 16.7 **Notices:** All notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed given when addressed via registered email and/or official WhatsApp.
- 16.8 **Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.
- 16.9 **No Mistake of Facts:** The Parties agree and acknowledge that this agreement shall not be subject to any claim of mistake of fact. The terms of this agreement are contractual and not a mere recital, and merge all prior discussions, agreements, and transactions of all kinds pertaining to the matters discussed in this agreement.
- 16.10. **Force Majeure:** The Service Provider shall not be liable for any failure or delay in the performance of its obligations under this Agreement due to causes beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, labor disputes, or governmental actions.

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17. SIGNATORIES

IN WITNESS WHEREOF, the Parties hereto have executed this agreement as of the date first above written.

[Service Provider]

Signature: _____

Stamp: _____

[Customer]

Name: _____

Stamp: _____



Exhibit A

List of Mining Machines

[List detailed specifications of the Mining Machines sold to the Client]

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Handovers undertake, list of hosting devices

Customer: _____

Date: _____

Serial	Device	KW	Monthly Charge	Inspection		Remarks

wemine

First Party (HOST)

Second Party (Customer)

Name: _____

Email : _____

Date : _____

Mobile : _____

Name: _____

Email : _____

Date : _____

Mobile : _____

Signature: _____

Signature: _____

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Handovers undertake, list of hosting devices

Customer: _____

Date: _____

Serial	Device	KW	Monthly Charge	Inspection		Remarks

wemine

First Party (HOST)

Second Party (Customer)

Name: _____

Email : _____

Date : _____

Mobile : _____

Name: _____

Email : _____

Date : _____

Mobile : _____

Signature: _____

Signature: _____

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Handovers undertake, list of hosting devices

Customer: _____

Date: _____

Serial	Device	KW	Monthly Charge	Inspection		Remarks

wemine

First Party (HOST)

Second Party (Customer)

Name: _____

Email : _____

Date : _____

Mobile : _____

Name: _____

Email : _____

Date : _____

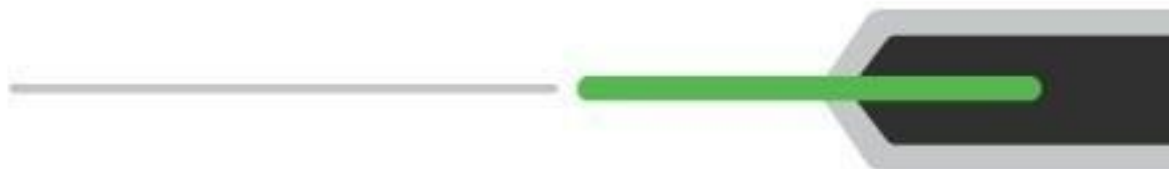
Mobile : _____

Signature: _____

Signature: _____

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Handovers undertake, list of hosting devices

Customer: _____

Date: _____

Serial	Device	KW	Monthly Charge	Inspection		Remarks

wemine

First Party (HOST)

Second Party (Customer)

Name: _____

Email : _____

Date : _____

Mobile : _____

Name: _____

Email : _____

Date : _____

Mobile : _____

Signature: _____

Signature: _____

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