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 forthe 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 0.065 to 0.078 USD per kWh.

1.6. Uptime: Refers to the time during which the Miner Machines are operational, excluding scheduled maintenance and unforeseeable outages.

1.7. Electricity Costs: The Customer shall be responsible for the electricity costs that are calculated based on actual consumption and settled daily through the Service Provider's platform. Monthly invoices may not be issued where automated settlement applies.

1.8. Payment Terms: Hosting Fees are *automatically deducted daily* from the Customer's available balance. Failure to maintain sufficient balance may result in immediate suspension or shutdown or change mining pool of Mining Machines without further notice.

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. For the avoidance of doubt, any shutdown, suspension, or pool switching resulting from the Customer's failure to maintain sufficient balance or comply with payment obligations shall not be counted toward uptime calculations and shall not constitute Service Provider downtime

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.

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. The Service Provider does not control, custody, redirect, or receive mining rewards. All mining rewards are mined directly to the Customer's designated wallet unless default in hosting fee payments.

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 EXCHNAGE

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:** Hosting Fees are calculated *daily* based on actual electricity consumption (kWh) and settled automatically in USDT via the Service Provider's platform, calculated at a rate between 0.065-0.078 USD per kWh.

5.3. **Payment Terms:** If sufficient balance is not maintained, Mining Machines may be automatically powered off or operationally reconfigured until balance is restored.

Service Provider:_____ Customer: _____

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6. DEFAULT IN PAYMENT

6.1 **Platform Settlement Mechanism:** If the Customer fails to maintain sufficient balance to cover the applicable Hosting Fees, the Service Provider may automatically enforce its rights under this Agreement without prior notice.The Customer expressly acknowledges and agrees that **no notification via email, WhatsApp, or any other communication channel is required** where automated settlement, suspension, shutdown, or operational reconfiguration is applied through the Service Provider's platform.

6.2 **Daily Settlement & Enforcement:** Hosting Fees are settled on a daily basis through automatic deduction from the Customer's wallet or balance maintained on the Service Provider's hosting dashboard.If the Customer fails to maintain sufficient balance for daily settlement, the Service Provider shall have the right, at its sole discretion and without prior notice, to:

- (a) Shut down or suspend the Mining Machines, and/or
- (b) Temporarily switch the Mining Machines to an alternative mining pool or operational configuration until the outstanding Hosting Fees are settled and sufficient balance is restored.Such actions shall be deemed Customer-caused interruptions, shall not be counted toward uptime calculations, and shall not constitute a breach of this Agreement.

Negative Balance Policy: If a client's account remains in a negative balance, reminder notices will be issued for the first 7 days. From Day 8 to Day 20, a penalty of USD 10 per miner per day will be applied to all active miners under the account. If the negative balance remains unresolved by Day 21, all miners may be shut down and disconnected until the outstanding balance and all applicable penalties have been settled in full.

6.3 **Ownership Protection:** No late payment penalty shall accrue where daily settlement applies.
In the event that insufficient balance or non-payment continues for a cumulative period of thirty (30) days, the Service Provider shall have the right to:Terminate this Agreement, and Require the Customer to arrange removal of the Mining Machines from the Facility at the Customer's sole cost and expense.Ownership of the Mining Machines shall remain with the Customer at all times.The Service Provider shall not permanently redirect mining rewards or confiscate Mining Machines solely due to non-payment.

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 support 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.

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.

8.2 **Hardware Performance Disclaimer:**The Customer acknowledges and agrees that certain mining machine models, including but not limited to high-performance or newer-generation units (such as XP series, T21 series, K Pro series, S21 series), may exhibit varying rates of hardware failure, increased repair frequency, or operational instability under different operating conditions.Such hardware-related issues may arise from manufacturer design characteristics, component sensitivity, or general product-specific limitations, and shall not be attributed to the Service Provider's Facility, hosting environment, maintenance practices, or operational management.The Service Provider shall not be held liable for any downtime, performance degradation, or repair requirements arising from such hardware-related issues.For improved operational stability and higher uptime performance, the Service Provider may recommend alternative equipment models based on operational experience and industry practices, including but not limited to models from manufacturers such as WhatsMiner and Avalon.

9. REPORTING AND TRANSPARENCY

The Service Provider shall provide the Customer with access to an online dashboard displaying real-time operational and performance data relating to the Mining Machines, including hashrate, uptime, and related metrics. All digital assets generated by the Mining Machines shall be paid directly to the Customer's designated wallet. The dashboard is provided solely for monitoring and transparency purposes,

10. CONTRACTORS

The Service Provider may engage affiliates and/or third-party contractors, vendors, or service providers to perform any portion of the Services. The Customer acknowledges that certain elements of the Services depend on third parties outside the Service Provider's direct control, and the Service Provider shall not be responsible or liable for any acts, omissions, delays, failures, or interruptions caused by such third parties, provided the Service Provider has exercised reasonable commercial care in their selection.

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.

Service Provider:_____ Customer: _____

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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, orotherwise, 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.

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 till 5 years (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.

For Customers under the No-Capex Hosting Plan, Customer agrees to a mandatory minimum hosting commitment period of three (3) years from the Effective Date. Customer shall not terminate this Agreement for convenience, remove Mining Equipment, or cease hosting operations during such period without prior written consent from Service Provider.
In the event Customer terminates the Agreement prior to completion of the three (3) year commitment period, Customer shall be liable to reimburse Service Provider for unrecovered infrastructure, deployment, reserved power allocation, and operational investment costs associated with the No-Capex Hosting Plan.

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.

14. CONFIDENTIALITY

14.1. **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.

14.2. **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.

15. MISCELLANEOUS.

15.1 **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.

15.2 **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

15.3 **Amendment:** This Agreement may be amended only by a written instrument executed by both Parties.

15.4 **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.

15.5 **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.

15.6 **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.

15.7 **Notices:** All notices and other communications required orpermitted under this Agreement shall be in writing and shall be deemed given when addressed via registered email and/or official WhatsApp.

15.8 **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.

15.9 **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.

15.10 **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, law enforcement or governmental actions.

1. SIGNATORIES

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

[Service Provider]

Signature:_____ Stamp: _____

[Customer]

Name:_____

Signature:_____

Date:_____ Stamp: _____