



GENERAL TERMS AND CONDITIONS OF THE MINING MACHINE MANAGEMENT AGREEMENT

These General Terms and Conditions (hereinafter referred to as “**Ts&Cs**”) form an integral part of the Mining machine management agreement concluded between PRECISE GROUP s.r.o., with its registered seat at Na Folimance 2155/15, 120 00 Prague 2 – Vinohrady, Czech Republic, ID No.: 117 31 532, e-mail: info@2bminer.com, tel.: +420 705 903 833, as the Manager (hereinafter referred to as “**Manager**”) and the Client identified in the Agreement (hereinafter referred to as “**Client**”) and determine a part of its content (hereinafter referred to as “**Agreement**”).

(Manager and Client hereinafter referred to as “**Parties**” and individually as “**Party**” with respect to the concluded Agreement).

WHEREAS:

The Manager has long been looking for quality and reliable hosting centers with which it establishes business relationships and thus ensures advantageous conditions for the connection/ hosting of mining machines for its clients.

By concluding this Agreement, the Client has demonstrated its interest in having the Manager ensure the location and connection of the Mining machine in the selected Hosting center and its subsequent Management, as defined below. It was agreed between the Parties that the contractual relationship established by the Agreement will take place in such a way that the Manager places and ensure the connection of the Mining machine in the Hosting center of its choice, which provides the Manager with physical management of the mining machines. The Client is obliged to pay the costs of the energy price, which includes additional costs for the Management of the relevant Mining Facility, for the relevant Management period. Under this Agreement, the Manager will do everything in its sole discretion and so-called “best practice” to ensure the continuous performance of the Mining machine to the maximum extent possible. In particular, the Client is obliged to provide the Manager with the necessary co-operation and costs associated with the operation and Management of the Mining machine, and under these conditions the Manager is entitled to Remuneration in the amount of the agreed share of the Revenue and the remaining part belongs to the Client. Aware and understanding of these facts, both Parties enter into this day, month and year below. Aware and understanding of these facts,

THE PARTIES HAVE AGREED

to conclude an Agreement, the subject-matter of which (as defined in Article 1 of the Agreement) is the Manager’s obligation to manage the Mining machine for the Client and to pay the Revenue under the conditions agreed in the Agreement and these Ts&Cs. The Manager is entitled to a Remuneration.

These Ts&Cs are part of the obligation arising from the Agreement, while deviating provisions in the Agreement take precedence over the wording of these Ts&Cs.

1. GENERAL PROVISIONS

- 1.1. The Client is the sole owner of the Mining machine specified in the Article 1.2 of the Agreement. The Mining machine confirms transactions on the blockchain network, i.e. it mines the virtual asset. The Mining machine has its own implemented software, which “sends” the Extracted Cryptocurrency to the designated Cryptocurrency Wallets in the Blockchain network.
- 1.2. The Manager is a crypto-mining company that provides its clients with the location of the Mining machines in Hosting centers, connection of Mining machines to network and their subsequent Management while mining the Cryptocurrency or selling Hashrate of the mining machine.
- 1.3. Unless the context requires otherwise, terms and expressions with capital letters have the following meaning:

“Bitcoin”	means a virtual asset, an internet open-source P2P payment network and also the Cryptocurrency possibly used in this network.
“Blockchain”	means a special database that stores records that are protected against unauthorized access. Blockchain is used as a Cryptocurrency record that stores transactions made by users.



“Cryptocurrency”	means a type of virtual currency that uses a network of computers of part of the performance of their computer connected to the internet.
“Extracted Cryptocurrency”	means Cryptocurrency pursuant to Article 1.2. of the Agreement, as amended by the later amendments to the Agreement.
“Fatal malfunction”	means a malfunction of the Mining machine, the cost of repair of which exceeds by value an amount equivalent to 50% of the current value of the Mining machine or a malfunction which cannot be repaired; for the avoidance of doubt, the current value of the Mining machine shall be assessed as of the date on which the Manager informs the client of the Service event and the current value of the Mining machine is determined unilaterally by the Manager.
“First energy payment”	means payment, which corresponds to the amount of energy costs and fees for the first year of Management of the Mining machine.
“Further operational costs”	means further operational costs stated in the Agreement or in these Ts&Cs beyond the Operational costs.
“Hashrate”	means the data that indicates the computational power of the Mining machine.
“Hosting center”	means the relevant contractor of the service collectively referred to as the “hosting” (or administration) of the Cryptocurrency Mining machine.
“L7”	means the specific type/model of Mining machine specified in Article 1.2 of the Agreement.
“Management”	means the management of the Mining machine according to Article 4 of these Ts&Cs.
“Mining”	means the (computer) calculation of mathematical problem, for the successful solution of which the miner receives the Mining Revenue.
“Mining machine”	means the hardware that carries out the Cryptocurrency mining, further specified in Article 1.2 of the Agreement.
“Operability of the Mining machine”	means a situation where the Mining machine is defect-free and no repairs or servicing are required.
“Operational costs”	means fees to the Hosting Center for the location and operation of the Mining machine and energy fees.
“Open-source”	means open-source computer software.
“P2P”	means the type of computer network in which individual users communicate directly with each other (and not with the central server).
“Pool”	for example, “f2pool” is a third-party software solution for holding and distributing Cryptocurrency.
“Remuneration”	means the remuneration of the Manager for the Management of the Mining machine according to Article 7 of these Ts&Cs.
“Revenue”	means a certain amount of a given Cryptocurrency, which is generated and allocated for the performed Mining or for the sale of Hashrate to a third party.
“Stablecoin”	means a cryptocurrency whose value is linked to currencies with forced circulation, in particular USDC, USDT, BUSD.
“S19J”	means the specific type/model of Mining machine specified in Article 1.2 of the Agreement.
“Wallet”	or crypto-wallet means a medium with a unique identification used to deal with Cryptocurrency.

1.4. The headings stated in the Agreement or in these Ts&Cs serve only for better orientation in the text and cannot be used for the purposes of its interpretation. Unless the context indicates otherwise, singular expressions include the plural as well.

1.5. For the purposes of these Ts&Cs, a consumer is any individual who, outside his trade, business or profession, enters into a contract or has other dealings with an entrepreneur (hereinafter referred to as **“Consumer”**). If the Client is not a Consumer, the relations between him and the Manager, which are not regulated by the Ts&Cs or the Agreement,



are governed by Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as “**Civil Code**”), provided that the provisions of Section 1810 et seq. of the Civil Code on obligations under contracts concluded with a consumer shall not apply.

- 1.6. The Manager is governed by the rights and obligations granted to Consumers under applicable legislation, even if these rights and obligations are not explicitly states in the Agreement or these Ts&Cs.

2. SUBJECT MATTER AND PURPOSE OF THE AGREEMENT

- 2.1. Based on the Agreement and these Ts&Cs, the Manager has undertaken to manage the Mining machine for the Client and to pay him the Revenue. In return, the Manager is entitled to Remuneration and at the same time is entitled to the payment of Operational costs that are not included in the Remuneration.
- 2.2. The purpose of the Agreement and these Ts&Cs is to regulate the terms and conditions of the Management of the Mining machine and the payment of Revenue.
- 2.3. The Mining machine is a sole property of the Client and is, on the basis of the Agreement and these Ts&Cs, entrusted to the Manager in the Management.

3. CONCLUSION OF THE AGREEMENT

- 3.1. The Agreement shall be concluded by means of remote communication that allow separate connection and storage of data.
- 3.2. The Client fills in an order form for the supply of Mining machine on the Manager's website, on the basis of which, inter alia, an Agreement is generated, of which these Ts&Cs are a part of.
- 3.3. The Client is obliged to correctly and truthfully provide all required information in the order form. The Manager shall not be obliged to investigate the truthfulness, correctness or timeliness of the information provided and shall not be liable for any delay, damage or other consequences caused by the provision of incorrect, false or outdated information by the Client.
- 3.4. The Client is entitled to request the Manager for additional confirmation or clarification of the order.
- 3.5. After the order has been sent, the Agreement is generated for the Client, which he/she signs using an electronic signature in accordance with the instructions given in more detail. Unless otherwise stated, the Agreement is concluded on the date of electronic signature of the Agreement by both Parties.
- 3.6. If the Client provides false information, the fulfillment of the conditions of this Article shall not lead to the conclusion of the Agreement. This provision cannot be invoked after the Manager and the Client have duly performed as if the Agreement had been concluded.

4. CONTENT OF MANAGEMENT

- 4.1. As part of the Management, the Manager ensures the trouble-free operation of the Mining machine on behalf of the Client, where the Manager ensures in particular, but not exclusively:
 - a. locating of the Mining machine in the Hosting center;
 - b. concluding contracts with Hosting centers;
 - c. forwarding invoices for Operational costs to the Client;
 - d. negotiating the most advantageous conditions with Hosting centers and energy providers
 - e. securing the Mining or selling Hashrate of the Mining machine;
 - f. arranging service and repair of Mining machine under the terms and conditions set out in these Ts&Cs;
 - g. solving power outages in Hosting centers;
 - h. solving of relocation of Mining machine.
- 4.2. The Manager is fully responsible for the activities within the Management pursuant to Article 4.1 of these Ts&Cs.
- 4.3. The Management begins on the day the Mining machine is connected to the network in the Hosting center.

5. PAYMENT OF REVENUES

- 5.1. The Mining machine has its own implemented software, which “sends” the Extracted Cryptocurrency to the designated Cryptocurrency Wallets in the Blockchain network. This software ensures the payment of the Revenue.
- 5.2. The Client is entitled to 80 % (in words: eighty percent) of the Revenue provided that they properly fulfill their obligations under the Agreement and these Ts&Cs.
- 5.3. The Revenue is usually paid to the Client monthly by the 20th (in words: the twentieth) day of the following month in Extracted Cryptocurrency on the Client’s Cryptocurrency Wallet specified in the Agreement.
- 5.4. Payments specified in the Agreement and in these Ts&Cs will be made through Pool, from which they are sent directly to the Client’s Cryptocurrency Wallet. The Client has given his express consent to the Manager to set up the Pool in



accordance with the Agreement. Payments are made automatically by the Pool and any Client's funds are thus not placed in the disposal, possession or ownership of the Manager.

- 5.5. The Client acknowledges that the Management does not include the fulfillment of any obligations imposed on the Client by tax legislation (i.e. in particular, but not exclusively, the submission of relevant tax returns and the payment of the corresponding tax liability). Therefore, the Manager does not bear any responsibility for the fulfillment of the Client's obligations arising from the tax legal regulations, nor is it obliged to provide the Client with instructions on the possible occurrence of such obligations.
- 5.6. If the Client gives a written consent, the Manager may pay the Revenue at shorter intervals than agreed in Article 5.3 of these Ts&Cs on the basis of reduced fees for transfers to third parties or a sudden increase of value of Extracted Cryptocurrency.
- 5.7. The Manager pays the Client the Revenue for the period of operation of the Mining machine or until the Agreement is terminated pursuant to Article 11 of these Ts&Cs.

6. OPERATIONAL COSTS

- 6.1. The Parties mutually state and the Client acknowledges that the any of hosting, energy, repair, service, transport of Mining machine for the purpose of its repair and back, or any other costs of this nature are not included in the Remuneration for the Management and will therefore be charged to the Client in accordance with the Agreement and these Ts&Cs, unless otherwise specified in the Agreement or these Ts&Cs.
- 6.2. In the Agreement, the Client has undertaken to pay the First energy payment in the amount specified in Article 5.2 of the Agreement, which corresponds to the amount of energy and Management costs for the first year of Management of the Mining machine. The provisions of this Article shall thus apply to the First energy payment accordingly.
- 6.3. The Client acknowledges that contracts with Hosting centers and contracts with energy providers are usually concluded by the Manager for 12 (in words: twelve) months in advance with a fixed price for the period.
- 6.4. Usually 1 (in words: one) month before the expiry of the period according to Article 6.3 of these Ts&Cs, the Manager shall submit an energy regulation for the following 1 (in words: one) year to the Client. After the Hosting center, or energy provider issues the invoice, the Manager shall immediately forward the invoice to the Client to the Client's contact e-mail and request its payment. The Client is obliged to pay the invoice by its due date.
- 6.5. If the Client does not pay the Operational costs even after repeated written (e-mail) requests from the Manager, the Manager is entitled to disconnect the Mining machine and store it at the Client's expense.
- 6.6. In the event of non-payment of Operational costs by the Client, the Manager is also entitled to pay the Operational costs himself. In such a case, the Manager is entitled to a take over the Mining machine for free use (hereinafter referred to as "**Use**"), for the period during which the Client is in arrears with the payment of even part of the Operational costs of which he shall notify the Client. As long as the Mining machine is in use by the Manager according to the previous sentence, the Administrator is entitled to use the Mining machine to extract the Cryptocurrency or to sell Hashrate on its own account in the same way as if it provided this Mining or selling Hashrate for the Client. In such a case, the Client is not entitled to any part of the relevant Revenue for the period of Use (i.e. for the period when he is in arrears with payment, even part of the Operational costs), i.e. he does not have any possible claim for compensation for lost Revenue, due to the fact that in the event of non-payment of Operational costs by the Manager, the Mining machine would be disconnected and would not carry out mining or selling Hashrate. The Agreement remains in force for the duration of the Use to the extent of the rights and obligations of the Parties in which these rights and obligations do not conflict with the right of the Manager to use the Mining machine. During the period of Use, the Manager does not have a right to Remuneration. At the moment when the Client fully pays his obligations under the Operational costs and at the same time has no other obligations to the Manager, he is entitled to request the Manager to terminate the Use. In such a case, the Manager will satisfy the Client and notify the Client of the termination of the Use no later than 30 (in words: thirty) days from the date of fulfillment of the conditions according to the previous sentence.
- 6.7. The Client acknowledges that, in addition to fees to the Hosting center for connection and payment for energy, there are Further operational costs associated with the Management of the Mining machine, whether explicitly stated in the Agreement or in these Ts&Cs or not (incurred ad-hoc), such as repairs, transportation of Mining machine, relocation of the Mining machine and other costs, necessary to ensure the proper functioning and Management of the Mining machine. Further operational costs shall also be deemed to be costs in excess of USD 500 per year per Mining machine according to the Article 8. of the Ts&Cs. The Client undertakes to pay Further operational costs in the same way as Operational costs.
- 6.8. In the event that the Client fails to pay the Operational costs pursuant to this article of these Ts&Cs, the Manager shall be entitled to a contractual penalty of USD 190 (in words: one hundred and ninety US dollars) per month. The



contractual penalty shall be payable on demand of the Manager after the Client becomes in default in the payment of the Operational costs. The Manager shall be entitled to payment of a contractual penalty for each month, even if commenced, that the Client is in default in payment of the Operational costs pursuant to this article of these Ts&Cs.

- 6.9. The payment of the contractual penalty pursuant to Article 6.8 of these Ts&Cs shall not affect the Client's obligation to pay the Operating Costs or the right of the Manager to Use the Mining Equipment.

7. REMUNERATION OF THE MANAGER

- 7.1. The Mining machine has its own implemented software, which "sends" the Extracted Cryptocurrency to the designated Cryptocurrency Wallets in the Blockchain network. This software ensures the payment of the Remuneration.
- 7.2. The Manager is entitled to 20 % (in words: twenty percent) of the Revenue as a Remuneration.
- 7.3. The Remuneration is usually paid to the Manager by the 20th (in words: the twentieth) day of the following month in Extracted Cryptocurrency on the Manager's Cryptocurrency Wallet specified in the Agreement.
- 7.4. The Manager is entitled to the Remuneration for the period of Operability of the Mining machine or until the Agreement is terminated pursuant to Article 11 of these Ts&Cs.
- 7.5. For the case envisaged by the provisions set out in Article 6.6 of these Ts&Cs, the Manager is entitled to 100 % (in words: hundred percent) of the Revenue, with which the Client agrees by signing the Agreement and considers this adjustment of the Parties' rights while taking into account all the circumstances (especially costs and the lost profit on the part of the Manager and further to the fact that the Client would not be entitled to any Revenue in the event of a non-payment of Operational costs due to the disconnection of the Mining machine by the Hosting center) entirely reasonable.

8. OPERATION OF THE MINING MACHINE

- 8.1. In the event that the Mining Equipment ceases to be Operational or requires any service or repair (hereinafter referred to as "**Service event**"), the Manager informs the Client of this fact, usually no later than 7 (in words: seven) days from the moment the Manager learned of this fact, to his e-mail address specified in the Agreement.
- 8.2. In the case according to the previous paragraph, the Manager informs the Client about the need to resolve the Service event and proposes a suitable solution to the Client, while informing the Client about the expected costs of solving the Service event and the expected duration of its solution.
- 8.3. If the Client does not inform the Manager of the preferred solution within 7 (in words: seven) days from the day when the Client was informed in accordance with Article 8.1 of these Ts&Cs, the Client authorizes the Manager to proceed in accordance with the proposed solution of the Service event.
- 8.4. In the event that a Service event occurs, the Manager shall ensure, at its own expense, servicing and repair of each individual Mining machine to the extent of USD 500 per year. Up to such aggregate amount, the Manager shall cover all costs of servicing and repairing of the Mining machine and the associated costs.
- 8.5. In the event that the aggregate cost of Service events for an individual Mining machine exceeds USD 500 in any one year, the Manager shall notify the Client of such a fact and advise the Client of the amount of the additional costs which shall be deemed to be Further operational costs for these purposes under the Agreement or these Ts&Cs and the Client shall be obliged to pay such an amount.
- 8.6. The Manager shall not be obliged to provide and pay for service and repair of the Mining machine by themselves in the event of a Fatal malfunction on the Mining machine; the Manager shall inform the Client of this without undue delay; in the event that the Client insists on the resolution of the Service event, even though the Manager informs the Client that it is a Fatal malfunction, the Client undertakes to pay all costs associated with such Service event on the Mining machine, including the costs of servicing, repair, transportation to the repair facility and back to the Hosting center.
- 8.7. The costs incurred, which shall be borne by the Client, shall be duly supported by the Manager with a bank statement or proof of payment for transportation. The Client shall pay such invoices in accordance with the due date stated in such invoices.
- 8.8. In order to avoid any disputes or ambiguities and doubts, the Parties have agreed that the Operability of the Mining machine, as well as Fatal malfunction, is assessed and decided by the Manager, which undertakes to proceed with proper care in these matters.

9. FURTHER RIGHTS AND OBLIGATIONS OF THE MANAGER

- 9.1. The Manager undertakes to:
- a. fulfill its obligations arising from the Agreement and these Ts&Cs in a proper and timely manner;



- b. immediately, usually within 7 (in words: seven) days from the connection of the Mining machine in the Hosting center, inform the Client of this fact in writing;
- c. fulfill its obligations arising from the Agreement and these Ts&Cs in person;
- d. perform the Management with the care of a proper manager;
- e. act in such a way as to keep the Mining machine running and resolve any repairs or complaints of the Mining machine as soon as possible. During this time, the Manager is not responsible for the reduction of the mining performance resulting in a lower mining revenue, as well as Revenue.

9.2. The Manager has the right to:

- a. do whatever it is necessary and useful and within the limits of the Management with the Mining machine;
- b. decide whether the Mining machine will mine Cryptocurrency or whether the Mining machine's Hashrate will be sold to a third party;
- c. decide on the location of the Mining machine in a specific Hosting center with regard to the Revenue, while the Manager also considers the economic aspects, especially the Operational costs. If the transfer to another Hosting center is duly justified, the Manager is not responsible for the reduction of the Revenue during the period when the Mining machine is not Mining the Cryptocurrency or is not providing its Hashrate to a third party;
- d. the Remuneration according to the Agreement and according to Article 7 of these Ts&Cs.

10. FURTHER RIGHTS AND OBLIGATION OF THE CLIENT

10.1. The Client undertakes to:

- a. fulfill its obligation arising from the Agreement and from these Ts&Cs in a proper and timely manner;
- b. authorize the Manager to manage the Mining machine, in particular, but not exclusively, to activities pursuant to Article 4.1 these Ts&Cs;
- c. fully respect the choice of the Hosting center by the Manager;
- d. fully respect the Manager's choice as to whether the Mining machine will mine Cryptocurrency or whether the Mining machine's Hashrate will be sold to a third party;
- e. fully fulfill its tax obligations arising from the tax regulations of the legal system where the Client is a tax resident;
- f. in the event that the Client sells the Mining machine to a third party, notify the Manager immediately (no later than within 7 (in words: seven) days). In the event of the interest of the third party, the Client undertakes to enter into a contract with a third party for the assignment of the Agreement, when the rights and obligations arising to the Client from the Agreement and these Ts&Cs will be transferred to this third party. Until the Manager is duly proven that the owner of the Mining machine is another entity and that the rights and obligations under the Agreement and the Ts&Cs have been fully transferred to the third party in question, the Manager is not obliged to take any action against this third party, especially to communicate with it, change the Pool settings in any way and follow its instructions.

10.2. The Client has the right to:

- a. be paid the Revenue according to the Agreement and Article 5 of these Ts&Cs;
- b. the proper fulfillment of duties and the acquisition of information and fulfillment of duties by the Manager.

11. DURATION OF THE AGREEMENT AND ITS TERMINATION, WITHDRAWAL FROM THE AGREEMENT

11.1. The Agreement is concluded for a definite period, for 3 (in words: three) years from the first connection of the Mining machine in the Hosting center with the possibility of automatic extension by 1 (in words: one) year, even repeatedly. The Client is usually informed automatically by the Manager about the exact moment of the first connection of the Mining machine, otherwise, the Manager informs the Client upon request.

11.2. In the event that either of the Parties does not notify the other Party in writing at least 2 (in words: two) months before the date on which the Agreement is to expire of no further interest in the extension of the Agreement, the Agreement shall be deemed extended for a further period of 1 (in words: one) year. Thus, the duration of the Agreement is automatically extended, repeatedly.

11.3. The Client, who is a Consumer, is entitled to withdraw from the Agreement without giving any reason within 14 (days: fourteen) days from the receipt of the Mining machine, i.e. from the time the Mining machine had been delivered to the Hosting center. The time limit shall be deemed to have been observed if the Client sends a notice to the Manager within the time limit that he is withdrawing from the Agreement. The Client may use the model form to withdraw from the Agreement. The Client may also send the withdrawal from the Agreement in writing to the Manager's registered office address or to the Manager's electronic address info@2bminer.com.



- 11.4. Withdrawal from the Agreement shall terminate the Agreement from the beginning.
- 11.5. If the Client withdraws from the Agreement pursuant to Article 11.3, the Manager shall be obliged to refund the First Energy Payment to the Client, unless the performance of services by the Manager has already commenced, in particular the Mining or sale of Hashrate. In such case, the Client shall only be entitled to a pro rata refund of the First Utility Payment.
- 11.6. The Client shall bear any costs associated with returning the Mining machine back to the Client.
- 11.7. The Agreement is terminated on the basis of:
 - a. expiration of the period for which the Agreement was concluded;
 - b. written agreement between the Parties;
 - c. withdrawal from the Agreement;
 - d. termination of the Operability of the Mining machine which is decided unilaterally by the Manager and the Client is obliged to respect this decision, unless the Parties agree otherwise.
- 11.8. If the Agreement is terminated, the Manager is obliged to hand over all documents relating to the Mining machine to the Client, to inform the Client where the Mining machine is located and if the Client requests so, the Manager is obliged to transport the Mining machine to the Client's seat/ residence at the Client's expense, or to another place specified by the Client.

12. PRE-CONTRACTUAL COMMUNICATION TO CONSUMERS

- 12.1. The Manager shall disclose the following to the Clients, who are Consumers:
 - a. The Client may file a complaint through the contact form available on the website <https://2bminer.com/en/contact>, or may contact a supervisory or state oversight agency with a complaint.
 - b. The Manager is not bound by any codes of conduct as defined in Section 1810 (1) (n) of the Civil Code.
 - c. The executed Agreement will be uploaded to the Client's user interface on the Manager's website after being signed by all Parties, or will be sent to the Client's e-mail address.
 - d. The Agreement may be concluded in Czech or in English.
 - e. The individual technical steps leading to the conclusion of the Agreement are set out in the order form.
 - f. Errors arising from data entry prior to placing an order may be detected and corrected in accordance with Article 4 of these Ts&Cs.

13. CONFIDENTIALITY

- 13.1. The Manager considers the content of the Agreement and these Ts&Cs and all information obtained by the Client in connection with the conclusion of the Agreement and these Ts&Cs as confidential information (hereinafter referred to as "**Confidential information**"). The Client hereby undertakes to maintain the confidentiality of the Confidential information and not to provide the Confidential information to third parties, nor to use it for the benefit of itself or for the benefit of any third party, unless:
 - a. receives the written consent of the Manager to provide Confidential information;
 - b. any notice or publication is required by law, court order or any competent public authority; In such a case, the Client will immediately inform the Manager, if feasible and legal, before the provision of Confidential information, and will cooperate with the Manager regarding the timing and content of this notice or publication;
 - c. Confidential information will be provided to the Client's professional advisers, auditors or banks, who are bound by (professional) confidentiality;
 - d. Confidential information is already in the public domain for reasons other than breach of this duty of confidentiality;
 - e. seeks in the manner prescribed by law its rights arising from the Agreement or related to it in the court with substantive and territorial jurisdiction.
- 13.2. Neither Party shall make any notification concerning the transactions or cooperation envisaged by the Agreement or these Ts&Cs, unless the Parties agree otherwise in writing.
- 13.3. The obligations of confidentiality according to the Agreement and these Ts&Cs are not affected by the obligations under the Agreement and these Ts&Cs.
- 13.4. The Parties have agreed that in the event of a breach of the Parties' obligation to maintain confidentiality regarding the Confidential information pursuant to this Article, the infringing Party is obliged to compensate the other Party for the damage caused.

14. OUT-OF-COURT RESOLUTION OF CONSUMER DISPUTES



- 14.1. If the Client is a Consumer, disputes between the Client and the Manager arising from the Agreement, which could not be resolved between the Parties directly, the Client is entitled to settle out of court in accordance with Act No. 634/1992 Coll., on consumer protection, and Czech Trade Inspection with headquarters at Štěpánská 567/15, 120 00 Prague 2. More information on the out-of-court resolution of consumer disputes is available on the website of the Czech Trade Inspection.
- 14.2. The Client is entitled to submit a proposal for the initiation of an out-of-court settlement of a consumer dispute no later than 1 (in words: one) year from the day on which he exercised his right, which is the subject of the dispute, with the Manager for the first time. The requirements of a proposal to initiate an out-of-court settlement of a consumer dispute are established by law.
- 14.3. The Client also has the right to initiate out-of-court dispute resolution online through the ODR platform on the website <https://ex.europa.eu/consumers/odr>.

15. FINAL PROVISIONS

- 15.1. These Ts&Cs shall apply only to Agreements concluded after 11. 2. 2025. Mining machine management agreements concluded to this date and their general terms and conditions are not affected by these Ts&Cs.
- 15.2. These Ts&Cs take effect on the same day as the Agreement enters into force. In the event of termination of the Agreement, these Ts&Cs will also expire on the same day.
- 15.3. The Parties hereby agree that the Manager is entitled to change these Ts&Cs at any time during the term of the Agreement. The Manager shall notify the Client of any change in these Ts&Cs in writing at least 1 (in words: one) month before the day on which the change is to take effect. The Client is entitled to reject the change until the effective date of the change to the Ts&Cs and to terminate the Agreement with a notice period of 1 (in words: one) month from the date of delivery of the notice to the Manager. Article 11 of these Ts&Cs shall apply in the alternative. If the Client does not reject the change by the effective date, it is valid that he agrees with the change.
- 15.4. The Agreement is valid and effective on the day of signing by all Parties.
- 15.5. The Agreement, these Ts&Cs and the relations to which it gives rise are governed by the laws of the Czech Republic with the exclusion of conflict-of-law rules. The Czech courts have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement and Ts&Cs (including a dispute relating to its validity).
- 15.6. The Agreement may only be modified or amended using written amendments expressly designated as an amendment to the Agreement and agreed to by the Parties.
- 15.7. For the purposes of the Agreement and these Ts&Cs, e-mail is also considered to be a writing form (but only when using the above-mentioned e-mail addresses of the Parties), while a guaranteed electronic signature is not required.
- 15.8. Any non-enforceability or invalidity of any provision of the Agreement or these Ts&Cs does not affect the enforceability or validity of other provisions of the Agreement or these Ts&Cs. In the event that any such provision should become invalid for any reason (especially due to conflict with applicable laws and other legal norms), the Parties undertake to consult and agree on a legally acceptable method of implementing the intentions contained in that part of the Agreement or these Ts&Cs, which has been invalid.
- 15.9. The Parties declare that the Agreement and these Ts&Cs are in no way bound by the mining machine supply agreement, which was concluded between the Parties.
- 15.10. The Parties declare that the Agreement and these Ts&Cs are a manifestation of their true, free and erroneous will. The Parties consider the Agreement and these Ts&Cs to be agreements in accordance with good morals and mutually declare that the Agreement or these Ts&Cs were not concluded in distress or under noticeably unilaterally unfavorable conditions.
- 15.11. The Parties hereby declare that they have carefully read the content of the Agreement and these Ts&Cs and approve of its contents, agree with all its parts and are aware of all rights and obligations arising from the Agreement and these Ts&Cs.