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MINING MACHINE MANAGEMENT AGREEMENT

concluded in accordance with the provisions of Section 1746 et seq. Act No. 89/2012 Coll., the Civil Code
(hereinafter referred to as "**Civil Code**") between:

<p>PRECISE GROUP s.r.o. ID No.: 117 31 532 with its registered seat at Na Folimance 2155/15, 120 00 Prague 2 – Vinohrady, Czech Republic represented by: Jakub Hlavenka, executive director contact e-mail: info@2bminer.com</p> <p>(hereinafter referred to as "Manager")</p>	<p>Name/Company: date of birth or ID No.: e-mail: tel.: residence or seat:</p> <p>(hereinafter referred to as "Purchaser")</p>
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(Manager and Client hereinafter collectively referred to as "**Parties**" and individually as "**Party**")

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 ensures 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 Extracted Cryptocurrency and the remaining part belongs to the Client. Aware and understanding of these facts, both Parties enter on this day, month and year below into

mining machine management agreement
(hereinafter referred to as "**Agreement**"):



1. SUBJECT MATTER OF THE AGREEMENT

- 1.1. Under the conditions agreed in this Agreement and in the General Terms and Conditions, the Manager undertakes to manage the Mining machine, i.e. perform obligations according to this Agreement for the Client and to pay the Client the Revenue. For this, the Manager is entitled to Remuneration.
- 1.2. The Mining machine in question with the following specifications:

Manufacturer / Type / Model:	
Manufacturer / Type / Model:	
Manufacturer / Type / Model:	

(hereinafter referred to as “**Mining machine**”) is the sole property of the Client and is, on the basis of this Agreement and the General Terms and Conditions, entrusted to the Manager in the Management, as defined below and in the General Terms and Conditions.

- 1.3. The subject and the general purpose of this Agreement is to regulate the terms and conditions of the Management of the Mining machine (hereinafter referred to as “**Management**”), the payment of Revenue and the reimbursement of costs related to Management.
- 1.4. By this Agreement, the Client undertakes to pay the Manager a Remuneration in the amount and in the manner agreed in this Agreement and to further cover the costs and expenses related to the Management.

2. CONTENT OF THE AGREEMENT

- 2.1. The content of this Agreement consists of this Agreement and the General Terms and Conditions valid on the day of concluding this Agreement, which forms an integral part thereof (hereinafter referred to as “**Ts&Cs**”).
- 2.2. In this Agreement, unless the context indicates otherwise, terms and expressions with capital letters have the meaning set forth in Article 1.3 of the Ts&Cs.

3. MINING MACHINE MANAGEMENT

- 3.1. The Management of the Mining machine includes in particular, but not exclusively, the following activities:
 - locating the Mining machine in the Hosting center;
 - concluding contracts with Hosting centers;
 - forwarding invoices for Operational costs to the Client;
 - negotiating the most advantageous conditions with Hosting centers and energy providers;
 - arranging service and repair of Mining machine;



- solving power outages in Hosting centers;
- solving of relocation of Mining machine.

3.2. The activities belonging to the Management are further regulated in Article 4 of Ts&Cs.

4. **PAYMENT OF REVENUE AND REMUNERATION TO THE MANAGER**

- 4.1. The consequence of Mining realized by the Mining machine is the generation of the corresponding Revenue.
- 4.2. The Client is entitled to 80 % (in words: eighty percent) of the Revenue, provided that the obligations under this Agreement are properly fulfilled.
- 4.3. The Revenue is paid to the Client regularly in Extracted Cryptocurrency according to Article 1.2. of this Agreement to the Client's Cryptocurrency Wallet with the identifier:

Cryptocurrency wallet No.:	
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- 4.4. The Revenue is sent to the Client via Pool, for the setting of which in accordance with this Agreement the Client hereby gives the Manager his express consent.
- 4.5. Unless otherwise agreed between the Parties, for the Management, the Manager is entitled to a Remuneration of 20 % (in words: twenty percent) of the Revenue (hereinafter referred to as "**Remuneration**"). The Revenue is paid to the Manager regularly in the Extracted Cryptocurrency to the Manager's Cryptocurrency Wallet.
- 4.6. The Client acknowledges that, in accordance with Article 6 of the Ts&Cs, the Client is obliged to pay, in addition to Remuneration, also the Operational costs, under the conditions set out in the Ts&Cs.

5. **COSTS AND EXPENDITURE OF THE MANAGEMENT**

- 5.1. By the Agreement, the Client undertakes to reimburse the Manager for costs and expenses related to the Management, in the manner and in the amount agreed in this Agreement and the Ts&Cs.
- 5.2. By signing this Agreement, the Client undertakes to pay the First payment for Energy and Management (as described in the amount agreed in this Agreement and the Ts&Cs) in the amount of _____ which corresponds to the amount of energy costs for the first year for ____ pcs of Management of the Mining machine.
- 5.3. The first payment for energy is due within 3 (in words: three) working days from signing of this Agreement by both Parties, by transfer to the bank account of the Manager PRECISE GROUP s.r.o., according to the following payment details:

Payment Reference: _____

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6. **ADDITIONAL PROVISIONS**



- 6.1. By signing this Agreement, the Client authorizes the Manager to perform all actions necessary to fulfill the obligations arising for the Manager under this Agreement and the Ts&Cs, especially to all negotiations with the carriers, Hosting centers, or competent authorities and other public authorities or third parties.

7. FINAL PROVISIONS

- 7.1. This Agreement is concluded for a definite period agreed according to the valid Ts&Cs for 3 (in words: three) years with the possibility of automatic extension by 1 (in words: one) year, even repeatedly.
- 7.2. This Agreement may only be modified or amended using written amendments expressly designated as an amendment to this Agreement and agreed to by the Parties.
- 7.3. This Agreement is executed in 2 (in words: two) counterparts, each Party receiving 1 (in words: one) counterpart.
- 7.4. The Parties hereby declare that they have carefully read this Agreement and Ts&Cs prior to signing it and approve of its contents. The Parties represent that they are aware of their rights and obligations under this Agreement and Ts&Cs.
- 7.5. This Agreement, 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 the existence, validity or termination thereof or any non-contractual obligation arising out of or in connection therewith).

Manager

Client