

## General Terms and Conditions of the Agreement for Providing Mining Computing Capacities

The Contractor, OXLY GmbH, a German company specializing in digital electronic technologies, has a mining farm and provides customers, both individuals and legal entities, with technological capacities of this mining farm on a reimbursable basis. The use of these computing capacities results in Bitcoin mining. Due to providing this product, the Contractor continuously covers energy costs, the costs on maintaining the operability and functioning of the equipment, so that at the output the Customer can demand from the Contractor at any time to transfer a recently mined Bitcoin or its equivalent without any obligations to the Customer's electronic wallet. It means that once the Customer pays for connecting to the capacities, during the validity of the agreement the Customer does not care about servicing these capacities, paying for energy, and other expenses for maintaining these capacities. In addition, at any time when the used capacities, based on the results of the total period of time, bring more returns than the costs for ensuring the operation of the equipment, the Customer may require the Contractor to pay the Customer a mined Bitcoin or its equivalent, which is the product of exceeding the productivity of the capacities over the costs for ensuring the operation of the equipment.

### 1. Subject of the Agreement

1.1. The Contractor shall render to the Customer the electronic services on providing real-time computing capacities for hashing by using the SHA- 256 function, and the Customer shall pay for these services as agreed. The number of services rendered shall be measured in terahash per second or Th/s given within 24 (twenty-four) hours as an average value. These services shall be "cloud computing" services, i.e., obtaining computing capacities without acquiring physical equipment.

1.2. The customer shall purchase from the Contractor a certain amount of computing capacities for a certain period that is electronically determined when concluding this agreement. The Contractor shall provide these computing capacities, and the Customer shall pay for them.

1.3. During the term of the agreement, the Contractor shall independently and without the Customer's additional consent cover the costs for ensuring the operation of the equipment to maintain the ordered computing capacities due to the generated product of the capacities use.

1.4. At the Customer's request, the Contractor shall transfer to the electronic wallet indicated by the Customer the equivalent of the difference between the result of using the computing capacities and the cost for ensuring the operation of the equipment to maintain the ordered computing capacities.

1.5 If the cost of costs is exceeded to maintain computing power, the Contractor unilaterally interrupts the process of providing the service. At the same time, the term of the concluded contract is not interrupted.

### 2. Provision of Services

2.1. The provided computing capacities shall be paid by the Customer directly when concluding this agreement before the beginning of providing capacities.

2.2. The computing capacities in the volume defined hereby shall be provided to the Customer within the shortest technically possible period after paying for the computing capacities.

2.3. As soon as the capacities are provided, the Contractor shall maintain a conditional account of the Customer that states the difference between the result of using computing capacities and the cost of using energy to maintain the ordered computing capacities, as well as the number of conventional units transferred to the Customer.

2.4. At the Customer's request, the Contractor shall transfer the number of Bitcoins determined by the Customer and located at the Customer's conditional account maintained by the Contractor to the electronic wallet indicated by the Customer.

2.5. The cost of using energy to maintain the ordered computing capacities shall be covered by the mined Bitcoin. Accordingly, the Contractor shall daily adjust the Customer's conditional account.

2.6. The cost of energy to maintain the ordered computing capacities per day in Bitcoins shall be calculated by using the formula:  $\text{Th/s} \times 0.06 \text{ €} / \text{Bitcoin exchange rate}$  as on the calculation moment  
= BTC

The Bitcoin rate shall be provided by the Contractor's acquiring partner.

2.7. Upon the termination to provide the computing capacities, the Contractor, at the Customer's request, shall immediately transfer to the electronic wallet indicated by the Customer the amount of Bitcoins on the Customer's conditional account maintained by the Contractor that is calculated as the equivalent of the difference between the result of using computing capacities and the cost of using energy to maintain the ordered computing capacities, as well as the conventional units transferred to the Customer earlier.

### **3. Rights and Obligations of the Parties**

3.1. The Contractor shall be obliged to:

3.1.1. Provide the Customer with the services in accordance with this agreement properly, professionally and in a qualified manner, in pursuance with the applicable laws of the Federal Republic of Germany. The services hereunder shall be provided only in the Customer's interests.

3.1.2. Eliminate technical malfunctions within a reasonable time.

3.1.3. Keep records of payment and consumption of services hereunder.

3.1.4. Notify the Customer about any changes in the cost and provision of services hereunder in a timely manner.

3.1.5. Obtain information from the Customer in the form of applications, requests for technical malfunctions, and incorrect provision of services.

3.2. The Contractor shall have the right to:

3.2.1. Involve third parties in the provision of services without notifying the Customer.

3.2.2. Require the Customer to provide sufficient and reliable information required to provide the services.

3.2.3. Cease the provision of services to the Customer if the Customer violates the requirements hereof, as well as the laws of Germany with the subsequent notification of the Customer by e-mail.

3.2.4. Cease the provision of services when the Customer exhausts the paid volumes of services, including before the reporting period. 3.2.5. Daily write off the costs of energy used to maintain the ordered computing capacities.

3.2.6. Unilaterally change the formula for calculating the costs of energy used to maintain the ordered computing capacities. 3.2.7. Unilaterally refuse to fulfill the obligations hereunder upon the term for the provision of capacities.

3.2.8. Unilaterally suspend the provision of services if the cost of expenses exceeds to maintain computing power over the total number of bitcoins mined.

3.3. The Customer shall be obliged to:

3.3.1. Provide documentation for the KYC procedure.

3.3.2. Provide the possibility of using the services hereunder only by the persons authorized by the Customer.

3.3.3. Use the services in the manner and according to the terms and conditions defined hereby.

3.3.4. Confirm the amounts of consumed services provided by the Contractor. In the absence of objections, the services shall be deemed as confirmed by the Customer.

3.4. The Customer shall have the right to:

3.4.1. Check the volume of services provided.

3.4.2. Use the Contractor's technical support in terms of providing the services hereunder.

### **4. Price of Services under the Agreement, Related Services, and Payment Procedure**

4.1. The cost of the provided computing capacities shall be determined electronically when concluding the agreement.

4.2. The price of energy as on the agreement conclusion is 0.06 euros per 1 Th/s per day and may change during the course of this agreement.

4.3. The Customer shall pay for the computing capacities provided by the Contractor by wire transfer in euros or by any other method and in the currency agreed upon by the parties.

### **5. Liability of the Parties**

5.1. The parties shall be obliged to execute this agreement in good faith, in accordance with its terms and conditions, safety standards, and counteract any illegal actions.

5.2. The Contractor shall not be responsible for the failure to provide services due to interruptions in the supply of energy, low quality access to the Internet, and other reasons beyond the control of the Contractor.

5.3. The Contractor shall under no circumstances be liable for any claims of third parties against the Customer, as well as for indirect losses of the Customer, including, but not limited to loss of income, expected savings, and business reputation.

5.4. The Contractor shall not be responsible for any results of the services used by the Customer, including the calculations results.

### **6. Protection of the Customer's Data**

The Customer's data shall be collected only for the execution of the service provision agreement between the Customer and the Contractor, as well as for the smooth operation of the Contractor's website and the equipment required to execute the agreement. The data may be transferred to third parties only for the purpose of executing the service provision agreement between the Customer and the Contractor. Supplementary exposition shall be provided in the Data Protection Declaration (Datenschutzerklärung) of the Contractor on the Contractor's website <http://oxly.io>.

### **7. Miscellaneous**

In case of the invalidity of certain provisions hereof, the agreement continues to be valid and shall not become invalid in general. Invalid norms shall be substituted by the closest in the economic sense norms that would be supposedly accepted by the parties if they knew about the invalidity of the norms accepted herein.

### **8. Disputes under the Agreement**

8.1. All disputes arising from the agreement or related to the agreement or its validity shall be finally resolved by the parties that are entrepreneurs, according to the Arbitration Rules of the German Institute for Arbitration (DIS) without involving state courts under their jurisdiction.

8.2. The Arbitration Court shall consist of one judge.

8.3. The arbitration shall be located in Frankfurt am Main, Germany.

8.4. The language of arbitration shall be German.

8.5. The applicable law shall be the law of the Federal Republic of Germany.

8.6. In case the Customer is not an entrepreneur, any disputes shall be considered by the state court on jurisdiction at the location of the defendant. The applicable law shall be the law of the Federal Republic of Germany, if permitted by the applicable law and unless otherwise is expressly provided by the law.