

## HashMax Mining Entrusted Agreement

**Cryptocurrency Miners Entrusted Agreement** (hereinafter referred to “**Agreement**”) is made and entered into by and between

1) HashMax a company with its principal place of business in Longxiang Avenue, Longgang District, Shenzhen City, Guangdong Province, China, and represented by CEO Tian Li (Livia Tian) (hereinafter referred to “**Party A**”) and

2) \_\_\_\_\_ (hereinafter referred to “**Party B**” as the service receiver).

HashMax and \_\_\_\_\_ are referred to individually as a “**Party**” and collectively as the “**Parties**”.

Cryptocurrency miners are referred to “**entrusted goods**”.

### Article 1 (Purpose)

1) Party A shall provide all facilities to the consigned entrusted goods of Party B including the buildings, places, water supply, and the internet without restriction to ensure all miners of party B will be operated normally and take all legal responsibilities for the preservation.

2) Party B shall make payments for the consignment services under clause 1 above to Party A as follows

### Article 2 (Payment and Miners Details)

1) Model Name, Units, Power consumption per unit, monthly electricity & hosting charge, and deposit for first month.

a) Model: \_\_\_\_\_ Units: \_\_\_\_\_ Watt: \_\_\_\_\_

Electricity & Hosting Fee : \_\_\_\_\_ USD/ kW or \_\_\_\_\_ USD / kWh

First month deposit amount: \_\_\_\_\_

Duration \_\_\_\_\_ to \_\_\_\_\_

b) Model: \_\_\_\_\_ Units: \_\_\_\_\_ Watt: \_\_\_\_\_

Electricity & Hosting Fee : \_\_\_\_\_ USD/ kW or \_\_\_\_\_ USD / kWh

First month deposit amount: \_\_\_\_\_

Duration \_\_\_\_\_ to \_\_\_\_\_

c) Model: \_\_\_\_\_ Units: \_\_\_\_\_ Watt: \_\_\_\_\_

Electricity & Hosting Fee : \_\_\_\_\_ USD/ kW or \_\_\_\_\_ USD / kWh

First month deposit amount: \_\_\_\_\_

Duration \_\_\_\_\_ to \_\_\_\_\_

d) Model: \_\_\_\_\_ Units: \_\_\_\_\_ Watt: \_\_\_\_\_

Electricity & Hosting Fee : \_\_\_\_\_ USD/ kW or \_\_\_\_\_ USD / kWh

First month deposit amount: \_\_\_\_\_

Duration \_\_\_\_\_ to \_\_\_\_\_

2) Total Power consumption of the entrusted goods: \_\_\_\_\_ W

3) Party B shall make payments for the Total Service Fee and the shipping fee of the entrusted goods to Party A which shall be responsible for all obligations of Party B incurred to Party A thereto including all national and regional taxes and Party B shall be released of such obligations.

4) Party B shall prepay the Total Service Fee of first month as deposit, and the deposit will be returned to Party B at the end of the contract term, or Party B may use the deposit to pay off the last month of the contract term.

5) Party A shall provide invoice by e-mail within the first three days of each month, and Party B shall pay for bank charges including money exchange charges and transfer fees.

6) Both parties shall agree on the due date which shall be 7 days after invoice has been provided in consideration of the currency and payment terms.

7) Amount due on invoice shall be calculated in USD.

8) Payments shall be done via Bitcoin, CNY, USD, THB or KRW.

9) Party A shall not claim any additional charge other than those agreed by both parties in any title, and the amount under this Agreement shall not be charged during the term of this Agreement.

### **Article 3 (Delay of Payment)**

1) Payment made after the due date will be considered as delayed, and Party B is responsible for the delayed charges.

2) Party B shall pay the delayed charge equivalent to 0.5% of the Total Service Fee of the month (30 days on average), incurred for each day that has been delayed in the month.

### **Article 4 (Term)**

1) This Agreement shall be effective from the starting date of the first batch of miners to the last day of the latest batch and may be adjusted by an agreement of both parties in the event of natural disasters, laws of the applicable countries or addition of new miners.

### **Article 5 (Rights and Obligations of Party A)**

1) All facilities and equipment, other than the entrusted goods and power supply units of the Party B, shall be owned and divest in Party A exclusively and Party B shall not claim any title or ownership of them.

2) Party A shall comply with all laws of the operating country in operating the entrusted goods of Party B under any circumstances.

3) In operating entrusted goods of Party B, Party A shall be responsible for 24-hour operation, monitoring the normal operation for Party B.

4) Party A shall keep the power line/ power socket, internet line, ventilation system, dust prevention equipment, cabinet, broadband, suction fans, and other systems for operation and custody of the items as good conditions to ensure the advanced power supply unites required for operation of the entrusted goods are operated and maintained.

5) Party A shall endeavor for the normal operation of the entrusted goods by agreement on the technical parts and inform Party B of any problems in the ongoing and normal operation immediately.

6) Party A shall inform Party B of power failure or internet line disconnection for understanding of Party B. In addition, if such power failure or disconnection continues more than 7 days consecutively, Party B may terminate this Agreement.

7) If any problem of entrusted goods is found, and should there be any cost due to resolving the problem, including but not limited to repairing fee and transportation fee, Party A shall inform Party B immediately and provide the related invoice if required.

8) If the use of the items is difficult or impossible due to willful misconduct or negligence of Party A including fire, theft, loss or intentional damages, Party A shall compensate damages as follows (Entrusted goods mechanical failure of its own due to any reason including deflection of hashboards, Power Supply Units, and motherboards, will not be compensated):

a) Entrusted goods that have been operated and mining for less than 2 months, Party A shall compensate the full price of the entrusted goods on the day it was damaged, and the price will be based on the actual purchased price of the entrusted goods.

b) Entrusted goods that have been operated and mining for more than 2 months less than 5 months, Party A shall compensate the damages equivalent to 40% of the price on the day it was damaged, and the price will be based on the actual purchased price of the entrusted goods or both Parties may come up with a new price with relevant facts or proofs to support their claim for the price after negotiation.

c) Entrusted goods that have been operated and mining for more than 5 months, Party A shall compensate the damages equivalent to 20% of the price on the day it was damaged, and the price will be based on the actual purchased price of the entrusted goods or both Parties may come up with a new price with relevant facts or proofs to support their claim for the price after negotiation.

9) If Party B fails to pay the service fee for more than 1 week after last due date, Party A shall inform Party B of any delayed payment or suspension of operation due to such failure by e-mail and have the obligation to suspend operation and ownership of entrusted goods will be transferred to Party A automatically if the payment is refused within 3 days after Party B receives the notice.

10) Party A may relocate the entrusted goods to another Party A's hosting facility for behalf of Party B due to reasons including unstable electricity power, failure of the power generator, and many others, after discussing with Party B.

11) Party A shall not charge hosting fee to Party B the days the entrusted miners were off except for when entrusted goods were powered on but not online due to miner mechanical problems.

## **Article 6 (Rights and Obligations of Party B)**

- 1) Entrusted goods which Party B consigned to the Party A shall be exclusively owned by and vest in Party B, and Party A shall not claim any title or ownership of the entrusted goods unless payment is late more than 1 week after last due date. (Article 5 #9).
- 2) Party B may withdraw or cancel this Agreement immediately when the operating place, operation method and others of Party A's are being intervened by the government.
- 3) Party B shall cooperate with Party A for any change in the policy of the country where the business under this Agreement is operated after the execution of this Agreement, may prepare the next alternative if such change causes significant problems in the operation, and change this Agreement by agreement of both parties.
- 4) Any additional items to be consigned by Party B during the term of this Agreement shall apply mutatis mutandis to this Agreement.
- 5) Party B may inspect the operating conditions of the entrusted goods and monitor the operation of miners during the term of this Agreement.
- 6) The profits issued in operating from the entrusted goods shall be entirely owned by Party B, and shall be directly sent to Party B's wallet. Party A shall not pay or assume any liability for and on behalf of Party B's, and Party A shall not make any objection.
- 7) Party B shall make payments to the bank or wallet address designated by Party A or directly to the Party A after agreement with Party A, and if necessary, receive the documents of evidence thereto.
- 8) Party B shall not interfere with or prevent Party A's operation or service that is not related to Party B.
- 9) Party B may claim the entrusted goods to be sent to Party B's address after the contract is fulfilled and pay the handling and shipping fees, or renew the contract with Party A.
- 10) Party B shall be responsible for its loss due to personal mistakes by Party B including but not limited to personal pool setting, wallet password lost, and others.
- 11) Party B may turn off the entrusted goods during the agreement term only when entrusted goods are making a loss.
- 12) Case of Article 6 #11, Party B shall be given 10 days to decide whether to continue hosting entrusted goods with Party A. If the decision is not made after 10 days, Party B shall pay 0.5USD per unit a day to keep the miners at the assigned facility to Party A.

## **Article 7 (Termination)**

Party B shall not move out the entrusted good and terminate during the contract term, if do so, Party B shall forfeit the deposit and pay for its own handling and shipping cost. In addition, for cases of Article 5 #6 and Article 6 #11, Party B has the right to terminate and Party A shall return the deposit.

**Article 8 (Dispute)**

Any dispute arisen from or related with this Agreement or the main subject matter of compensating damage or loss hereto shall be, first and as in priority, resolved amicably between parties and, if agreement is not reached, succumb to and be resolved by the competent court at the People's Republic of China.

**Article 9 (Confidentiality)**

Any information of this Entrusted Agreement shall be kept confidential between the Parties, and not to be leaked/disclosed to any other third party or public. Violation of this confidentiality shall be treated strictly, and apply to Article 8 Dispute.

**In Witness Whereof**, both parties have caused to execute this Agreement in duplicates by duly authorized representatives and keep each copy after signing/ sealing.

**For and on behalf of Party A, HashMax**

By;  
Name:  
Title:  
Date:

**For and on behalf of Party B, \_\_\_\_\_**

By;  
Name:  
Title:  
Date:

**Entrusted goods details & amount**

