



# POWER MH/S CLOUD MINING SERVICE Contract (Machine:CODE\_PRODUCT)

**BETWEEN**

**FULLNAME**  
(The “Customer ”)

**- AND -**

KM MINER EOOD P.I. 202426611  
(the “Service Provider”)

## **BACKGROUND:**

1. The CUSTOMER is of the opinion that the Service Provider has the necessary qualifications, experience and abilities to provide services to the CUSTOMER.
2. The Service Provider is agreeable to providing such services to the CUSTOMER on the terms and conditions set out in this Contract.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Contract, the receipt and sufficiency of which consideration is hereby acknowledged, the CUSTOMER and the Service Provider (individually the “Party” and collectively the “Parties” to this Contract) agree as follows:

## **Services Provided**

1. The CUSTOMER hereby agrees to engage the Service Provider to provide the CUSTOMER with services (the “Services”) consisting of:
  - Power Calculation of POWER Mh/s (by Cloud Mining)
  - Extraction of the Crypto Ethereum (up to PAYMENT\_MONTH Eths/Month - PERC\_FEE\_PAYMENT% Management Costs = MONTH\_SUB\_PERC Eths/Month)
2. The Service Provider will assign the Ethereum on the CUSTOMER's wallet

## Term of Contract

3. The term of this Contract (the “Term”) will begin by the date on which the TYM receives the payment and it will be valid for 36 months.
4. Except as otherwise provided in this Contract, the obligations of the Service Provider will end upon the termination of this Contract.

## Resources

5. To receive the Services offered by the Service Provider, the CUSTOMER must have the following resources (the “Resources”) consisting of:
  - Gecobit Wallet Ethereum

## Performance

6. The following Contract allows the CUSTOMER to generate, through the Services offered by the Service Provider, a maximum of MONTH\_SUB\_PERC Eth/Month for the duration of 2,5 years.
7. The maximum value of MONTH\_SUB\_PERC ethereum per month is counted considering the maximum daily generation (based on the daily Eth Difficulty) and 6 of 7 days of activity. 1 day of 7 no activity will be counted because the system will be maintained.

## Compensation

8. For the services rendered by the Service Provider as required by this Contract, the CUSTOMER will provide compensation (the “Compensation”) to the Service Provider as follows:
  - PRICE + ACTIVATION FEE
9. The CUSTOMER can use the Services offered by the Service Provider only after having successfully completed the Compensation.

## Guarantee

10. The Service Provider hereby agrees to provide the best quality of Services to the CUSTOMER despite external problems or difficulties, not directly connected to the Service Provider, can make this process complex or non-executable. For this reason the Service Provider choose to offer the CUSTOMER

the following guarantees (the “Guarantees”) consisting of:

- *Ethereum Mining Rules*: If during the 2,5 years of the mining contract the Ethereum Mining Rules should prevent, for block validation protocols changes, the original monthly profit, it will be possible to extract an alternative cryptocurrency.

## **Confidentiality**

11. Confidential information (the “Confidential Information”) refers to any data or information relating to the business of the CUSTOMER which would reasonably be considered to be proprietary to the CUSTOMER including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the CUSTOMER and where the release of that Confidential Information could reasonably be expected to cause harm to the CUSTOMER.

12. The Service Provider agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Service Provider has obtained, except as authorized by the CUSTOMER. This obligation will survive indefinitely upon termination of this Contract.

13. All written and oral information and material disclosed or provided by the CUSTOMER to the Service Provider under this Contract is Confidential Information regardless of whether it was provided before or after the date of this Contract or how it was provided to the Service Provider.

## **Capacity/Independent Contractor**

14. In providing the Services under this Contract it is expressly agreed that the Service Provider is acting as an independent contractor and not as an employee. The Service Provider and the CUSTOMER acknowledge that this Contract does not create a partnership or joint venture between them and is exclusively a contract for service.

## **Dispute Resolution**

15. In the event a dispute arises out of or in connection with this Contract, the Parties will attempt to resolve the dispute through friendly consultation.

16. If the dispute is not resolved within a reasonable period then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is unavailable or is not successful in resolving the entire dispute, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the State of Bulgarian. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the BULGARIAN.

## **Assignment**

17. The Service Provider will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Contract without the prior written consent of the CUSTOMER.

## **Titles/Headings**

18. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Contract.

## **Gender**

19. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

## **Governing Law**

20. It is the intention of the Parties to this Contract that this Contract and the performance under this Contract, and all suits and special proceedings under this Contract, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of BULGARIAN, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Per: KM MINER EOOD

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Authorised Signator