

Mining as a Service: Cethereum Hosting Contract

1. THIS HOSTING AGREEMENT IS DATED

_____ 2020

PARTIES

- (1) **Cethereum Technologies Inc.**, incorporated under the laws of British Columbia with an address at 605 – 815 Hornby Street, Vancouver, B.C., V6Z 2E6 (“**Cethereum**”).
- (2) _____, a company duly incorporated under the laws of _____ (“**Customer**”).

AGREED TERMS

2. INTERPRETATION

The following definitions and rules of interpretation in this clause apply in this Agreement. All amounts referenced herein are in Canadian dollars unless indicated otherwise.

2.1. Definitions:

Agreement: this Agreement including its schedule and all documents referred to in it.

Cethereum: Cethereum Technologies Inc., its affiliates and their respective shareholders, officers, directors, employees, representatives and agents.

Business Day: a day other than a Saturday, Sunday or public holiday in Vancouver, B.C. when banks in Vancouver, B.C. are open for business.

Business Hours: 9:00am to 5:00pm on a Business Day.

Confidential Information: information that is proprietary or confidential, including the terms and conditions of this Agreement.

Control: the ability to direct the affairs of another person, whether by virtue of the ownership of shares, contract or otherwise.

Economically Feasible: the circumstance when the Hosting Fee is greater than the previous 30 days average yield in Ether as calculated using the methods described in this Agreement.

Effective Date: the date of this Agreement first written above.

Equipment: the products supplied by Cethereum to Customer (including any and all software installed on or supplied with such products) of the type and specification set out in Schedule 1 and hosted and maintained by Cethereum pursuant to this Agreement.

Equipment option: the title of the Equipment will remain under Cethereum during the Initial Term and any subsequent Renewal Term(s). At any time that this Agreement ends the Customer has the option for \$1.00 CAD plus shipping and handling costs to receive the Equipment. If the option is not

exercised within 30 (thirty) days, the Equipment will remain the property of Cethereum indefinitely and the Customer will forego any future ownership rights. In addition, the Customer will be responsible for recycling fees of all Equipment not optioned.

Hosting Fees: \$_____ per month for Equipment listed in Schedule 1 plus actual cost of electricity, rent and any other related overhead.

Hosting Services: those services listed in clause 3.

Initial Term: a period of _____ (__) months commencing on the Effective Date.

Legislation: any statute, statutory provision or subordinate legislation or any mandatory rules or guidance issued by any regulatory body having jurisdiction over the applicable party.

Location: A facility owned, leased or occupied by Cethereum or its affiliates where Hosting Services are performed.

Maintenance Services: the services set out in Schedule 1.

Renewal Term: each successive twelve (12) month period for which this Agreement is renewed.

Spare Parts: components necessary to restore Equipment to approximately its original operating condition. For avoidance of doubt, Spare Parts are functioning subsystems that are swapped out for non-functioning subsystems. When Cethereum utilizes Spare Parts to restore Equipment, it is responsible for disposal of non-functioning subsystems.

Specification: the functionality and performance specifications for the Equipment, as set out in Schedule 1.

Technology: Cethereum’s hardware and related features and mode of operation, trade secrets, know-how, inventions (whether or not patentable), techniques, processes, programs, ideas, algorithms, schematics, testing procedures, software, software design and architecture, computer code, internal documentation, design and function specifications, product requirements, problem reports, analysis and performance information, benchmarks, software documents, and other technical, business, product, marketing and financial information, plans and data and all other original works of expression, methods, apparatus and processes that it publishes, distributes, uses or otherwise exploits in the provision of services, and includes without limitation any derivatives, improvements, enhancements or extensions thereof.

Term: the Initial Term and any subsequent Renewal Terms.

2.2. Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.

2.3. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

- 2.4. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated, organized or established.
- 2.5. Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, include the singular.
- 2.6. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 2.7. If there is an inconsistency between any of the provisions in the main body of this Agreement and the Schedule(s), the provisions in the main body of this Agreement shall prevail.

3. HOSTING SERVICES

- 3.1. Subject to Customer's compliance with all terms and conditions hereof, including, without limitation, the undertakings in clause 6 and obligations in clause 7, Cethereum will, during the Term: (a) host the Equipment at the Location; and (b) use its reasonable endeavours to (1) keep the Equipment supplied with electricity and internet connectivity sufficient for the Equipment to operate in accordance with the Specification; (2) maintain the temperature and humidity of the Location at levels sufficient for the Equipment to operate in accordance with the Specification; (3) maintain adequate security protection of the Location and the Equipment; and (4) monitor the performance of the Equipment and repair in accordance with this Agreement to maintain a minimum aggregate _____% uptime (collectively, the **Hosting Services**). Cethereum agrees to best efforts to have the Equipment fully operational no later than ___ days from the Effective Date.
- 3.2. Customer shall have the right to inspect the Equipment at the Location within Business Hours at its own cost at any time during the Term upon provision of thirty (30) days' prior written notice to Cethereum, provided that Customer shall only be entitled to exercise such right of inspection a maximum of two (2) times in any 12-month period. Notwithstanding the foregoing, Cethereum reserves the right to refuse access to the Location or remove from the Location any employees and agents of Customer whose admission or presence is or would be, in the reasonable opinion of Cethereum, detrimental to the security of the Location or in respect of whom Customer has failed to request a right of access from Cethereum.
- 3.3. Nothing in this Agreement is intended to create any

relationship of landlord and tenant between Cethereum and Customer.

- 3.4. Nothing in this Agreement is intended to create any responsibility on Cethereum to manage the Customer's Ethereum wallet, which shall be the sole responsibility of Customer. For clarity, all Ether generated from the Equipment shall be the property of the Customer.
- 3.5. Customer represents and warrants that no withholding or other tax is required to be withheld from the Ether generated, and on that basis, Cethereum will not withhold any such tax. Should Customer become aware of any such tax being required to be withheld, it shall notify Cethereum within 7 days. Should any such tax be required to be withheld, Cethereum will have the right to withhold any such tax by redirecting a portion of the hashing power of the Equipment or otherwise and Customer shall indemnify Cethereum for any such tax.

4. MAINTENANCE SERVICES

- 4.1. Subject to Customer's compliance with all terms and conditions hereof, including, without limitation, the undertakings in clause 6 and obligations in clause 7, Cethereum will, during the Term, use reasonable endeavours to supply Customer with the Maintenance Services.
- 4.2. Cethereum shall determine (in its absolute discretion) the nature, extent and frequency of the Maintenance Services necessary to ensure that the Equipment is operating in accordance with the Specification. If replacement parts are required in order to restore the Equipment to operation in accordance with the Specification, the Customer must pay for such replacement parts and Cethereum will install such replacement parts for an agreed upon price. For failed equipment, Cethereum will repair Equipment for the first _____ (_____) days of operation for no additional charge. Cethereum shall not be responsible or liable for any defects or adverse issues with the Equipment or the operation and hosting of the Equipment. The Customer acknowledges and understands that the Equipment may not be profitable based on several factors, including the fluctuating price of Ether and faulty or broken Equipment.
- 4.3. All replacement parts supplied and installed by Cethereum shall become part of the Equipment and the property of Customer. Cethereum hereby assigns all such replacement parts to Customer with full title guarantee and free from all third-party rights. All parts

removed from and/or replaced in the Equipment shall cease to be part of the Equipment and shall be the property of Cethereum. Customer hereby assigns all such removed and/or replaced parts to Cethereum with full title guarantee and free from all third-party rights.

5. CETHEREUM'S UNDERTAKINGS

- 5.1.** Subject to Customer's compliance with all terms and conditions hereof, including, without limitation, the undertakings in clause 6 and obligations in clause 7, Cethereum undertakes to provide the Hosting Services with reasonable care and skill.
- 5.2.** Cethereum will distribute earned mining rewards calculated as follows: Cethereum will multiply each pay-out from its pool net of fees by the ratio of the Customer's face value computing capacity (e.g. 10 TH/s x 500 units of Equipment) share of the total facility operating face value computing capacity.
- 5.3.** Cethereum shall deduct a 1% administrative fee for managing the Ether pay-out process from its wallets to the Customers' wallet. For clarity, under this Agreement Customer must have only one (1) wallet to which Cethereum shall distribute Ether.
- 5.4.** Cethereum shall provide the Services including minimum uptime, which at present, is estimated to average ___% over the Term. Cethereum will deduct ___% from the Customer's gross mining proceeds to account for this ___% downtime.
- 5.5.** Cethereum will transfer pay-outs to the Customer's wallet approximately once every 48 hours and will deduct the transaction fee from the net mining proceeds paid for the prior pay-out. Pay-out intervals may be adjusted at Cethereum's discretion but will not exceed more than 30 days.
- 5.6.** Cethereum, due to the nature of hosting, is not responsible or liable for losses due to any situation related, but not limited to the following:

- (a) Loss of power or internet connection;
- (b) Scheduled and emergency shutdowns;
- (c) Theft of Ether;
- (d) Equipment, Spare Parts, electrical or mechanical failures;
- (e) IT or Utilities provider issues that cause interruptions;
- (f) Planned movement of server location for better optimization;
- (g) Force Majeure issues;

(h) Lost, delayed or misplaced Equipment or Spare Parts supplied by supplier; and

(i) Any requests from a government authority duly qualified to inspect or request information or such information by law.

6. CUSTOMER'S UNDERTAKINGS

- 6.1.** Customer undertakes: (a) not to open, tamper with, modify, deface or otherwise alter the Equipment; (b) not to allow any person other than Cethereum to attempt maintenance of the Equipment; (c) not to disassemble, decompile, reverse engineer, reverse translate or in any other manner decode any of the Equipment; (d) not to use or attempt to use the Equipment for any purpose other than the processing of transactions on the Ethereum network (e) to comply with all applicable Legislation in the performance of its obligations under this Agreement including the use of the Services; (f) to fully and truthfully comply with Cethereum's Anti-Money Laundering and Counter Terrorism Funding (AML/CTF) measures and requirements; and (g) to immediately notify Cethereum in the event that Customer, any of its affiliates or their respective shareholders, directors, officers, employees, representatives or agents violate any applicable Legislation or are investigated or prosecuted by any law enforcement agency in any jurisdiction in relation to any violation of Legislation. Any breach of this clause 6 shall render Cethereum's undertakings in clause 5.2 null and void.
- 6.2.** It is the Customer's sole responsibility to insure their Equipment. Nothing in this Agreement implies that Customer Equipment is insured by Cethereum for the Customer's benefit.

7. PRICES AND PAYMENT

- 7.1.** In consideration for the provision of the Hosting Services, Customer will pay to Cethereum the Hosting Fees, exclusive of Spare Parts. Payments of Hosting Fees shall be completed in the following manner at Cethereum's sole discretion:

- (a) At any time during each month, Cethereum's Hosting Fees (CAD \$0.05 per 40mH/s plus electricity costs, rent and any other related overhead) will either be paid (i) in Ether generated from the Equipment converted at a previously agreed upon rate or rate source (e.g. Coinmarketcap.com);

(ii) or such number of Ether generated from the Equipment will be converted into Canadian or U.S. dollars equal to the Hosting Fee amount.

Any amount of electricity cost that is overpaid by the Customer will be offset against the next Hosting Fee payment and any amount of electricity cost that is underpaid by the Customer will be added on to the next Hosting Fee payment. Within 10 business days of the end of each calendar month, Cethereum will provide customer with an invoice detailing the amount and cost of electricity actually used by the Equipment, the number of operational miners, the payment method of the previous month's Hosting Fee, fiat and crypto respective exchange rate(s) (if any) used, and the Hosting Fee for the following month. When using exchange rates, Cethereum shall use any of the Bank of Canada's exchange rate calculations located on its website at: <https://www.bankofcanada.ca/rates/exchange/daily-exchange-rates/>

7.2. The Hosting Fees shall be due and payable in full to Cethereum monthly in advance of the Cethereum's issuance to Customer of mined ETH.

7.3. In addition to the Term, at Cethereum's sole discretion, this Agreement will automatically terminate if no longer Economically Feasible, i.e. the prior 30-day revenue based on the daily ETH CAD conversion rate as quoted by the agreed upon rate source is less than the Hosting Fee.

7.4. Unless otherwise expressly stated, all prices are stated exclusive of GST and other sales taxes, which shall be paid by Customer at the rate and in the manner prescribed by law.

7.5. All payments made by Customer under this Agreement shall be made in full, without set-off, counterclaim or condition, and free and clear of, and without any deduction (for taxes or otherwise) or withholding, provided that, if Customer is required by law or regulation to make such deduction or withholding, it shall: (a) ensure that the deduction or withholding does not exceed the minimum amount legally required; (b) pay to the relevant taxation or other authorities, as appropriate, the full amount of the deduction or withholding; (c) and furnish to Cethereum, within the period for payment permitted by the relevant law, either an official receipt of the relevant taxation authorities concerned on payment to them of amounts so deducted or withheld or if such receipts are not issued by the

taxation authorities concerned on payment to them of amounts so deducted or withheld, a certificate of deduction or equivalent evidence of the relevant deduction or withholding; and (d) pay to Cethereum such additional amount as is necessary to ensure that the net full amount received by Cethereum after the required deduction or withholding is equal to the amount that Cethereum would have received had no such deduction or withholding been made. Customer further represents and warrants and covenants that that no such deduction or withholding is presently applicable and should it become aware of any such deduction or withholding, it shall notify Cethereum immediately.

7.6. If Customer fails to make any Hosting Fee payment due to Cethereum under this Agreement by the due date for payment, then, Cethereum will keep the Customer's earned mining revenue in its account to an amount equal to the month's Hosting Fees plus ____% penalty.

7.7. This Agreement shall not apply to new Equipment purchased by Customer during the Term unless Cethereum and Customer have agreed in writing any necessary amendments to be made to the Agreement.

7.8. Prior to the commencement of any Renewal Term, and at its absolute discretion, Cethereum may increase this Agreement's Hosting Fees to Cethereum's current hosting fees put in place for subsequent agreements with other customers. The Hosting Fees will renew at the same rate, unless either party provides one (1) month's written notice of a desire to renegotiate or terminate this Agreement.

8. WARRANTIES, INDEMNITIES AND NON-DISPARAGEMENT

8.1. Customer represents, warrants and undertakes to Cethereum that it has full capacity and authority and all necessary consents to enter into and to perform this Agreement and that this Agreement is executed by its duly authorized representative and represents a binding commitment on it.

8.2. Cethereum represents, warrants and undertakes to Customer that it has full capacity to perform the Hosting Services and full capacity and authority and all necessary consent to enter into and to perform this Agreement and that this Agreement is executed by its duly authorized representative and represents a binding commitment on it.

8.3. Customer agrees to indemnify, defend and hold Cethereum harmless from all loss, liability, claims or

expenses (including reasonable legal fees) arising out of Customer's negligence or breach of this Agreement by Customer. Customer's indemnification obligations herein shall survive termination of this Agreement, howsoever arising.

8.4. Customer agrees to take no action which is intended, or would reasonably be expected, to harm Cethereum or its reputation or which would reasonably be expected to lead to unwanted or unfavourable publicity to Cethereum. Such actions including disparaging remarks, comments or statements that impugn the character, honesty, integrity, morality or business acumen or abilities in connection with any aspect of the operation of Cethereum's business. This clause 8.4 does not prohibit Customer from taking actions to legally enforce this Agreement in accordance with clause 28.

9. TECHNOLOGY

9.1. Neither this Agreement nor the provision of Services transfers to Customer any ownership or proprietary rights or interest in the Technology or any license thereto.

10. LIMITATION OF LIABILITY

10.1. The following provisions set out the entire financial liability of Cethereum (including any liability for the acts or omissions of its shareholders, officers, directors, employees, representatives and agents) to Customer in respect of:

(a) any breach of this Agreement howsoever arising;
and

(b) any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

10.2. Except as expressly and specifically provided in this Agreement, all warranties, conditions and other terms implied by statute, common law or otherwise are, to the fullest extent permitted by law, excluded from this Agreement.

10.3. Nothing in this Agreement excludes or limits the liability of Cethereum:

(a) for death or personal injury caused by Cethereum's negligence; or

(b) for fraud or fraudulent misrepresentation.

10.4. Subject to clause 10.3, Cethereum shall not in any circumstances be liable, whether in tort (including for negligence or breach of statutory duty howsoever arising), contract, misrepresentation (whether innocent

or negligent) or otherwise for:

(a) loss of profits; or

(b) loss of business; or

(c) depletion of goodwill or similar losses; or

(d) loss of anticipated savings; or

(e) loss of goods or damage to property; or

(f) loss of use; or

(g) loss or corruption of data or information; or

(h) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

10.5. Cethereum's total aggregate monetary liability in contract, tort (including negligence or breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall in all circumstances be limited to the total amount of all payments made by Customer to Cethereum pursuant to this Agreement during the three (3) month period immediately preceding the event giving rise to Cethereum's alleged liability.

10.6. Notwithstanding the event of any failure of the Equipment to function in accordance with the Specification caused by Cethereum's failure to provide the Hosting Services and/or Maintenance Services in accordance with the terms of this Agreement, Customer's sole remedy and Cethereum's only obligation and liability to Customer shall be provided in accordance with clause 10.5.

10.7. This clause 10 shall survive termination of this Agreement, howsoever arising.

11. TERM AND TERMINATION

11.1. This Agreement shall commence on the Effective Date. Unless terminated earlier in accordance with this clause 11, this Agreement shall continue for the Initial Term and shall automatically extend for six (6) months at the end of the Initial Term and at the end of each subsequent Renewal Term. Either party may give written notice to the other party, not later than thirty (30) days before the end of the Initial Term or the relevant Renewal Term, to terminate this Agreement at the end of the Initial Term or the relevant Renewal Term, as the case may be.

11.2. Without prejudice to any other rights or remedies to which Cethereum may be entitled, Cethereum may terminate the Agreement or suspend and/or limit the Services without liability in any circumstances to Customer if: (a) Customer or any of its affiliates commits a material breach of any of the terms of this Agreement

and (if such a breach is remediable in Cethereum's view) fails to remedy that breach within seven (7) days of Customer being notified of the breach; (b) there is a change of Control of Customer; (c) Customer purports to assign any of its rights or obligations under this Agreement; or (d) (i) an order is made or a resolution is passed for the winding up of Customer, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order of Customer; (ii) an order is made for the appointment of an administrator to manage the affairs, business and property of Customer, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of Customer, or notice of intention to appoint an administrator is given by Customer or its directors or by any person entitled under any applicable Legislation to do so; (iii) a receiver is appointed of any of Customer's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of Customer, or if any other person takes possession of or sells Customer's assets; (iv) Customer makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way, or becomes bankrupt; (v) Customer ceases, or threatens to cease, to trade; or (vi) the other party takes or suffers any similar or analogous action to any of the foregoing in any jurisdiction in consequence of debt; or (e) Cethereum deems Customer too high an AML/CTF risk.

11.3. Customer may only terminate this Agreement prior to the end of the Initial Term if Cethereum commits a material breach of any of the terms of this Agreement and fails to remedy such breach within seven (7) days of Cethereum being notified of the breach.

11.4. For the avoidance of doubt, the parties agree that, for the purposes of this clause, a material breach shall include without limitation a breach by Customer of any of clauses 6, 7, 14, 15 and 22.1.

11.5. In connection with any termination of this Agreement or suspension and/or limitation of Services, Cethereum may withhold distribution of any sum to be distributed to Customer except for any sums owing to Customer prior to termination or suspension.

12. EFFECTS OF TERMINATION

12.1. Upon termination of this Agreement however arising:

(a) Customer will, at its cost, remove (or procure the

removal of) the Equipment from the Location using personnel who are appropriately qualified and experienced as determined by Cethereum in its absolute discretion as soon as reasonably practicable and, in any event, within thirty (30) days. Customer shall ensure that such removal does not result in any damage to any Cethereum or third party property or services and hereby indemnifies and agrees to keep Cethereum indemnified in respect of any damage caused or liabilities sustained in connection with Customer's removal or failure to remove the Equipment;

(b) if, after thirty (30) days, Customer has not complied with its removal obligations in clause 12.1(a), Cethereum will be entitled to assume and undertake the Customer's removal obligations and Customer will be liable to Cethereum for all costs associated with carrying out such removal obligations, plus a service fee of _____ per cent (___%) of the actual cost of removal;

(c) Cethereum will cease provision of the Hosting Services and the Maintenance Services immediately;

(d) any sums owed by Customer to Cethereum shall become immediately due and payable and all fiat sums owed by Cethereum to Customer shall be immediately due and payable;

(e) any and all rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before such date shall not be affected or prejudiced;

(f) the continuation after termination of any provision expressly stated to survive or implicitly surviving termination shall not be affected or prejudiced; and

(g) subject to this clause 12.1, all rights of Customer under this Agreement shall terminate.

12.2. The termination of this Agreement shall not in and of itself give rise to any liability on the part of Cethereum to pay any compensation to Customer for loss of profits or goodwill, to reimburse Customer for any costs relating to or resulting from such termination, or for any other loss or damage howsoever arising.

13. FORCE MAJEURE

13.1. Notwithstanding anything to the contrary herein, Cethereum shall not in any circumstances be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control, including, without limitation, strikes, lock-outs or other

industrial disputes (whether involving the workforce of Cethereum or any other party), failure of a utility service (including power outages, power curtailments and planned or unplanned maintenance) or transport or telecommunications network, equipment failure, system failure, act of God, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, explosion, flood, storm, earthquake, subsidence, epidemic or other natural disaster, or default of suppliers or sub-contractors.

13.2. If Cethereum is prevented from providing Services by reason of Force Majeure, (a) Cethereum will notify Customer as soon as reasonably practicable; and (b) Cethereum's obligations to Customer will be suspended for the duration of the Force Majeure. Where the Force Majeure affects the delivery of Services to Customer for a period of greater than three months, as determined in Cethereum's absolute discretion, Cethereum shall have the right to cease provision of the Services and terminate this Agreement.

14. AML/CTF

14.1. Customer shall:

(a) comply with all applicable laws, regulations, codes and sanctions relating to AML/CTF (**Relevant Requirements**);

(b) have and shall maintain in place throughout the term of this Agreement its own policies and procedures to ensure compliance with the Relevant Requirements and will enforce them where appropriate;

(c) promptly report to Cethereum any act or omission of any kind in connection with the performance of this Agreement or the use by Customer of the Equipment that contravenes the Relevant Requirements; and

(d) within five (5) Business Days following Cethereum's request, certify to Cethereum in writing signed by an officer of Customer, compliance with this clause 14 by Customer and all persons associated with it and all other persons for whom Customer is responsible. Customer shall provide such supporting evidence of compliance as Cethereum may reasonably request.

14.2. Breach of this clause 14 shall be deemed a material breach, which is irremediable, under clause 11.2.

14.3. If it is discovered that, post execution of this Agreement, a breach of AML/CTF requirements has been

committed, Cethereum has the unilateral right to terminate this Agreement without recourse to Cethereum.

14.4. If a duly authorized government authority with proper jurisdiction requests or requires information on this Agreement or some of its related transactions, Cethereum will comply and inform the Customer of any such request, when permitted at law to do so. At the same time, the Customer agrees and holds harmless Cethereum from providing such information to said authorities.

15. CONFIDENTIALITY

15.1. Each party may have access to Confidential Information of the other party under this Agreement. A party's Confidential Information shall not include information that: (a) is or becomes publicly known through no act or omission of the receiving party; or (b) was in the other party's lawful possession prior to the disclosure; or (c) is lawfully disclosed to the receiving party by a third-party without restriction on disclosure; or (d) is independently developed by the receiving party, which independent development can be shown by written evidence; or (e) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

15.2. Each party shall hold the other's Confidential Information in confidence, regardless of when received, and, unless required by law, not make the other's Confidential Information available to any third-party or use the other's Confidential Information for any purpose other than the implementation of this Agreement.

15.3. Each party agrees to take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.

15.4. This clause 15.4 shall survive termination of this Agreement, howsoever arising.

16. PROTECTION AND PROCESSING OF PERSONAL DATA

Each party shall comply with its respective obligations under the provisions of applicable data protection laws.

17. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other

right or remedy.

18. RIGHTS AND REMEDIES

Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

19. SEVERABILITY

19.1. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

19.2. If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

20. ENTIRE AGREEMENT

20.1. This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written, oral, or through conduct relating to its subject matter.

20.2. Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

20.3. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

20.4. Nothing in this clause 20 shall limit or exclude any liability for fraud, fraudulent misrepresentation or any other matter in respect of which liability may not lawfully be limited or excluded.

21. VARIATION

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorized representatives).

22. ASSIGNMENT

22.1. Customer shall not, without the prior written consent of Cethereum, assign, transfer, charge, sub-contract or deal

in any other manner with all or any of its rights or obligations under this Agreement.

22.2. Cethereum may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

23. NO PARTNERSHIP OR AGENCY

23.1. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorize any party to make or enter into any commitments for or on behalf of any other party.

23.2. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

24. THIRD-PARTY RIGHTS

Except for Cethereum and Customer, a person who is not a party to this Agreement has no right to enforce or to enjoy the benefit of any term of this Agreement.

25. NOTICES

All notices shall be in writing and shall be delivered by personal service, e-mail, facsimile, tracked or registered mail, or other internationally recognized courier to the following addresses or to such other address as a party shall have specified in a written notice to the other party in the manner specified by this clause

25.1 Any notice in relation to this Agreement shall be deemed given when sent, except in the case of tracked or registered mail, which shall be deemed given three (3) Business Days after the date on which it is mailed, and internationally recognized courier, which shall be deemed given two (2) Business Days after the date on which it is sent. Notices shall be sent:

(a) If to Cethereum:
Cethereum Technologies Inc.
Attn: Board of Directors
E-Mail: contact@cethereum.com

(b) If to Customer:

Attn: _____
E-Mail: _____

26. COUNTERPARTS

This Agreement may be executed in any number of counterparts and by the different parties on separate counterparts, which counterparts together will be considered one document, and such counterparts can be executed and transmitted electronically.

27. GOVERNING LAW

This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and

construed in accordance with the laws of British Columbia, Canada. The governing language of this agreement is English

28. JURISDICTION

The Parties agree to submit to the exclusive jurisdiction of the courts of Vancouver, British Columbia, provided that nothing in this Agreement shall prevent either party from seeking injunctive relief in the courts of any competent jurisdiction.

This Agreement has been entered into on the date first stated above.

Signed by the CEO
Amir Amiri
for and on behalf of
Cethereum Technologies Inc.

.....

Director

Date

Signed by _____.
for and on behalf of _____.

.....

Authorized signatory

Date

Schedule 1

1. Equipment

1. Customer shall purchase [number of units] [Model name of GPU unit] of the below specifications and deliver same to Cethereum.
2. The Equipment is capable of producing ETH hash power of _____ TH/s x _____ units of Equipment.
3. Customer warrants that it is aware of this equipment's technical characteristics and capabilities as set out herein.

2. Maintenance Services

1. **Preventative Maintenance Services:** (1) monitoring and/or testing the Equipment to ensure it is functional; and/or (2) making such minor adjustments as are necessary to ensure that the Equipment operates in accordance with the Specification.
2. **Repair Services:** (1) making significant adjustments to the Equipment; and/or (2) replacing any parts or components of the Equipment, in order to restore the Equipment to operation in accordance with the Specification with such costs of repair to be paid by the Customer.

3. [Model name of GPU unit] Specifications

Hash	____ TH/s Variation of \pm ____% is expected
Power Consumption	____ W (____ TH/s batch). Expected discrepancy of +____%
Power Efficiency	____ J/GH +____%
Rated Voltage	____ ~ ____ V
Chip quantity per unit	
Dimensions	____mm(L) x ____mm(W) x ____mm(H)

Cooling	
Operating Temperature	0°C to ___°C
Certifications	
Network Connection	Ethernet
Frequency	Automatically set