General Terms and Conditions of Contract of XBit GmbH, Kantonsstrasse 157, 8807 Freienbach SZ, Switzerland

Recital: Whereas XBit GmbH ('XBit') makes it possible ('hosting' or 'packages') to operate specialised IT devices ('computers') on owned or rented premises. The customer wishes to set up computers purchased from XBit or by the customer themselves at such a location. The computers are always the property of the customer. The customer is fully entitled to all results of the computing capacity (with the exception of net hosting). The customer now therefore enters into the following hosting or mining package agreement with XBit. In the event of a conflict between provisions, the following order of precedence applies: 1. Individual contract, 2. Special provisions of the General Terms and Conditions ("GTC"), 3. General provisions of the GTC. The GTC of the customer are excluded. These GTC replace previous versions of the GTC. These GTC as well as amendments to these GTC made in the future come into effect on the first possible date of termination after the customer has been notified of the amended provisions.

I. Description of service: XBit shall provide a separate spot for each computer. XBit shall connect the computer to the mains and connect the computer to the technical infrastructure necessary for operation. XBit shall regularly monitor the operating status of the computer. The connection and maintenance of readiness for operation (where technically possible) represent the object of the service and therefore the subject matter of the contract. All technical equipment, especially electrical transmission networks and decentralised cryptographic data networks, beyond the control of XBit are expressly not part of the subject matter of the contract. The guarantees on the end devices of the customer as well as the guarantee conditions of the installed hardware and software are the responsibility of the manufacturers of the hardware in question and not XBit. Disruptions or defects occurring outside the systems of XBit or in the sphere of responsibility of a third party are not part of the subject matter of the contract and therefore do not have any legal consequences for the contractual relationship. Technical agreements and disruptions resulting in the impairment of the services notwithstanding, the services are generally available to the customer 24 hours a day, seven days a week. If necessary, XBit can involve third parties in the performance of the service or engage them to perform the service. The customer is normally notified of this or made aware of it before the conclusion of the contract (by a description in the hosting or package agreement). XBit shall evaluate and continuously monitor the third party with due diligence (namely in terms of security, insurance payments and the quality of the service rendered by the third party).

II. Scope: 1. XBit is responsible for connecting and, where possible, duly maintaining the computers specified in item 1 as necessary for operation. 2. XBit shall accept all enquiries, notifications of defects and other functional disruptions on the part of the customer and, where possible, shall take the necessary steps to ensure the operation and scope of services of the affected systems within a reasonable deadline. Any deployment of specialists from the manufacturer in question shall be initiated exclusively by XBit. 3. At its own discretion, XBit can have its own personnel perform any maintenance or work to repair a disruption or call on the support of the system manufacturer in question. 4. In the event of a disruption, XBit shall inspect the circumstances on site within a response time that can be considered standard for the industry and implement the necessary measures to repair the disruption. 5. Until the full payment of the purchase price for a device or mining package by the customer, the IT products (computers) remain the property of XBit. 6. This agreement does not encompass technical user support or training. 7. XBit shall perform the agreed services within the boundaries of the financial and human resources available to it and in line with the state of the art. XBit cannot guarantee an uninterrupted or correct performance of the services. In the event of a disruption relating to the use of services, the participant is only entitled to withdraw from this contract if they notify XBit of the disruption immediately and in writing and have twice set a reasonable deadline for its removal. Announced disruptions to the services, especially due to the relocation of the hardware (computers), software updates and maintenance work by the network and electricity providers, do not count as disruptions. Unless contractually agreed otherwise, the licence to use hosting services is not exclusive or transferable and is limited to the contractually agreed number of computers.

III. Duties of the customer 1. The customer affirms that the data they have provided is accurate and complete. The customer undertakes to notify XBit immediately of any changes to their data and, if asked to do so by XBit, confirm the current accuracy of the data again within seven days of receiving the message. In particular, this applies to the name, address, email address, phone number and bank details or wallet ID of the customer. 2. The customer is obliged to change passwords regularly and to store them and other access data with care, keep them secret and not render them accessible to any third parties. 3. The customer is responsible for duly securing their digital assets and shall store them exclusively outside of the system of XBit. XBit accepts absolutely no liability for these assets or data. 4. The customer undertakes to open and read messages arriving in their email inbox at regular intervals. 5. The customer undertakes to verify that the computers are functional after they have been connected to XBit and to accept the connection of the computer. This is normally done by inspecting the computing capacity or monitoring the results of the computing capacity. 6. The customer undertakes not to impair the functionality of the systems of XBit or its customers. Breaches of system and network security represent contractual infringements for which the customer can be held liable. 7. The customer expressly affirms that using the products/services provided by the provider does not infringe on their right of residence.

IV. Fees 1. XBit agrees a periodic lump sum. The periodic lump sum covers the rent, the connection of the computer to the mains and Internet and the electricity costs of the computer. The price includes all periodic maintenance and other work that has to be performed as part of normal maintenance. 2. Additional requests made by the customer in terms of reconfiguration, functional changes, etc., shall be billed separately by XBit on the basis of the hourly rate set out in item 3 of section IV, subject to prior confirmation by the customer. 3. Prices: rate for agreed additional and direct labour work: CHF 250 per hour. 4. Calculation of expenses: time worked in connection with additional requirements as defined in section V can also include travel time. 5. Expenses: as a rule, expenses must be borne by XBit. In exceptional cases in which expenses are incurred on the basis of a direct contract from the customer, the expenses can be charged to the customer with the prior consent of the customer. 6. The hosting fees shall be invoiced and/or periodically charged on the basis of the agreed cycle BEFORE the start of each period. Additional and direct work shall be invoiced on the basis of a written quotation, with payment due in advance. 7. Payment method: the hosting fee for the term and the amounts owed for mining packages are payable in advance. The computers shall only be activated upon receipt of payment; additional and direct work shall be invoiced on the basis of a written quotation, with payment due in advance. 8. Transport and shipping: when hosting devices are not purchased from XBit, the customer must bear all transport and shipping costs and is responsible for ensuring that the consignment is undamaged and complete upon arrival. Damaged or incomplete deliveries shall not be accepted and any costs incurred must be borne by the customer. XBit accepts no liability for incorrectly packaged and/or damaged consignments caused by the owner, a third party or the transportation process. The customer must pay customs duties, transport costs and any other costs. With regard to mining packages, the costs of transport and delivery are included and no further costs shall arise. In the event of a contractual amendment by the customer (delivery to a different location), the transport costs and fees must be borne by the customer. 9. Net disbursement (computer operation with no advance payment): the hosting fees for mining with no payment in advance shall be deducted from the earnings. If the generated earnings are lower than the hosting fees, no earnings shall be disbursed to the customer.

Each disbursement occurs and the statement is issued on the 20th of the month. Earnings are paid to the personal wallet of the customer. The statement and notification are sent by email with the corresponding disbursement information in PDF format (for the records of the customer). The customer must bear the various disadvantages of this solution itself. Unlike guaranteed hosting, the hosting provider is free to temporarily deactivate the devices if the cost-covering threshold is not met until the device starts to cover its costs again. The customer is therefore aware of the reduction of their earnings even if the cost-covering threshold should be exceeded (again) on the 20th of the month. 10. The service fees are payable for electricity, occupancy, security, various legal contributions, software, maintenance, set-up and dismantling work, administration and insurance. 11. In cases of mining with no advance payments, the contracts can, at the

written request of the customer, be switched to a periodic miner hosting contract at any time at the end of a month. Periodic statements CANNOT be switched to net disbursement.

V. Term (commencement, term, termination and extension) The contract with the customer comes into existence and XBit is only bound to it when XBit confirms the contract that is legally signed by the customer upon its conclusion. At its own discretion, XBit shall determine when the customer can start using the service. With regard to periodic mining packages, use of the service (the term) starts as soon as the device is connected to the network (electricity AND Internet). The period is not interrupted by device errors, maintenance or repair work or any other occurrence listed in the GTC. With regard to deliveries by third-party providers, XBit accepts no liability for delayed deliveries of the goods and systems. Where admissible, XBit rejects all liability for damage or consequential damage (especially loss of earnings). Periodic mining packages are acquired with a fixed term. The contract is EXTENDED automatically at the end of the term. An amendment or termination of the contract must be communicated to XBit in writing at least one month before the end of the contractual term (by the end of the period currently agreed as the term). A new contractual extension can be agreed at any time upon the expiry of the current period (the term). If the customer fails to pay the hosting fee to XBit on time, XBit is entitled to immediately discontinue its hosting service and remove the affected computers from the network. Any costs for renting space shall be invoiced to the customer separately. At the end of the term, the customer is free to terminate the hosting contract at any time with a notice period of one month to the end of a month. Payments already made in the form of hosting fees shall not be refunded. In the event of a termination or after the expiry of a mining package, XBit undertakes to remove the computer from the network and package it for shipment. The customer is responsible for organising the collection and paying its costs. XBit can terminate the service contract with immediate effect at any time if it has cause to do so.

VI. Guarantee: Software licences are not subject to a guarantee. Depending on what has been agreed, services shall be rendered during the term of the guarantee either by the technical support service of the hardware manufacturer in line with the provisions of a separate hardware maintenance contract with that manufacturer or by our technical support service (for which the customer must pay) in line with the provisions of the manufacturer. The guarantee does not cover the following: 1) General improper handling and use of the products by the customer or external influences such as damage caused by system failures resulting from unheeded manufacturer's instructions, air-conditioning systems critical to operation, etc. 2) XBit expressly makes no guarantee with regard to the profitability of the product. The customer acknowledges that XBit does not owe them any specific income on the basis of this contract and that XBit does not guarantee any such payments or value from it. Furthermore, the customer acknowledges that they are the sole beneficial owner of the cryptocurrencies generated on their hardware. With regard to net hosting, the fees are charged on the basis of the waivers agreed with the customer in line with item 9 of section IV. The guarantee rights of the customer are subject to the contractual provisions of the third-party supplier and manufacturer. The customer only has these guarantee rights with regard to XBit to the extent that XBit shall exercise the guarantee rights provided by the contractual provisions with regard to the third-party supplier and manufacturer. If the manufacturer or supplier fails to honour its guarantee voluntarily, XBit shall assign all claims arising from guarantee rights to the customer for enforcement. Where legally admissible, XBit rejects all further guarantees and liability.

VII. Liability: Where legally admissible, XBit rejects all liability for direct, indirect and consequential damage, as well as damage caused by the auxiliary agents it uses to execute the contract. The customer is responsible for preventing unauthorised access to and manipulation of the access data in its possession for IT systems and devices that are being used for the services of XBit, as well as the data (including program data) that are being used for this purpose or that are accessible through the XBit services. XBit accepts no liability for the misuse of its communications infrastructure by third parties or for hacking by third parties (including computer viruses). XBit cannot guarantee that its services will be available over the Internet or other networks without interruption or that the networks will transmit the data requested by the customer punctually and without delay. XBit accepts no liability for delayed deliveries of the goods and systems. Where admissible, XBit rejects all liability for damage or consequential damage (especially loss of earnings). XBit accepts no liability for damage or consequential damage (especially loss of earnings or other financial losses) caused by third parties hired by XBit to provide the service. Any claims against third-party providers are assigned to the customer in full.

VIII. Assignment: Rights and duties arising from the contract may only be assigned to a third party with the written consent of XBit. This provision does not apply to the transfer of the contract by XBit to an assignee or affiliated company.

IX. Severability clause: If any section of this contract should be null and void or become ineffective, this does not affect the effectiveness of the remaining provisions. The ineffective or invalid provisions shall be replaced by the relevant statutory provisions.

X. Place of jurisdiction This contract is subject to Swiss law. The place of jurisdiction is Zug, Switzerland.

The customer confirms their acknowledgement of all articles on which this contract is based.

Date/Place: ..../..

Customer (name in printed letters and signature)

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