

## Node SaaS Agreement

By ticking the box, you (the "User") agree to enter into this Node SaaS Agreement (the "Agreement") as of the Effective Date indicated below. This Agreement is made by and between AppAtlas Technologies LLC, a company registered in St. Vincent and the Grenadines with company number 3644 LLC 2024, having its registered office address at Euro House, Richmond Hill Road, P.O. Box 2897, Kingstown, St. Vincent and the Grenadines (the "Provider"), and the User (collectively referred to as the "Parties").

The Provider has developed certain Service and agrees to provide access to and use of the Node Software to User under this Agreement.

The User desires to obtain access to and use the Service for the purpose of receiving network rewards for contributing to the Mining of the blockchain network WeChain Blockchain.

By using or accessing Provider's Service and ticking the checkbox, User agrees that User has read, understood, and accepted all the provisions of this Agreement. Such acceptance is the unconditional acceptance by the User. If the User does not accept the Agreement, User must stop using or accessing the Service, and/or other functionality of the Website and refuse to tick the checkbox.

Provider reserves the right to make changes to the Agreement at any time and at our discretion without prior approval from User. Such changes take effect immediately upon their publication on the Website. User undertakes to independently monitor changes to this Agreement and its appendices by periodically familiarizing with the current version. User is solely responsible for any consequences arising from failure to familiarize with the Agreement.

User agrees that User's continued use of the Services will constitute acceptance of such changes.

### 1. INTERPRETATION

1.1. The following definitions shall apply in this Agreement:

**Business Day** means any day of the week, other than Saturday, Sunday, or a day, when banks are officially closed in the jurisdiction(s) of the Parties.

**Communications** means any letters, notices, messages, demands, requests, or other communications which may be required, permitted or contemplated hereunder.

**Confidential Information** means any information of commercial or other value to the Provider and/or its Affiliates and/or related to this Agreement or its conclusion, whether disclosed before or after the date of this Agreement by the Provider or Provider's Parties,

in whatever form or medium (including visual, oral or written) which is not public as of the date of such disclosure, including commercial information and details, details of negotiations relating to the transactions contemplated herein, all and any communications related to this Agreement, its conclusion or performance, as well as business plans and processes, personal data, and all other information which would, under the circumstances, appear to a reasonable person to be confidential or proprietary, including the fact and content of this Agreement.

**Force Majeure Circumstances** means unforeseeable and unexpected circumstances that are outside of a Party's reasonable control including, without limitation, (i) fire, flood, hostility, pandemic, the act of God, explosion, strike, (ii) war, undeclared war, civil war, revolution, riot, act of terrorism, military actions and operations, (iii) sanctions, government actions, cease and desist orders issued by governmental or other authorities, embargoes, actions initiated by governmental or other authorities, (iv) weaknesses, vulnerabilities and bugs in the software, blockchain networks, Unit contract, Platform, digital hardware and software wallets, and other technologies used in connection with this Agreement and transactions contemplated herein; (v) theft of virtual (digital) assets, including from the Party's digital wallets or accounts with digital asset (cryptocurrency) exchanges, loss or theft of virtual (digital) assets as a result of an attack, including hacker, malware, or other attack on the Party, its Affiliates, or digital asset (cryptocurrency) exchanges where the Party's virtual (digital) assets are held; (vi) actions, failures to act or inactions of digital asset (cryptocurrency) exchanges where the Party's virtual (digital) assets are held, including fraud or theft of funds by management or operators of such exchanges (e.g., exit-scam), (vii) system interference and/or destruction by any malicious programs, (viii) other circumstances beyond the control of the Party interfering the performance hereof.

**Key** means the access credentials, which the Provider delivers to the User, enabling the User to connect his Wallet to and operate the Node Software on the Provider's Machines.

**KYC Checks** mean the Provider's identification, due diligence and/or know-your-client checks, as well as other anti-money laundering and combating the financing of terrorism procedures.

**Light Node** means a simplified version of a node within a blockchain network that performs basic functions of transactions verification and maintaining a partial copy of the blockchain, which does not require extensive computing resources.

**Machines** means the computing hardware and related equipment supplied by the Provider to the User on cloud-basis for the supporting blockchain operations in WeChain Blockchain, which are configured and optimized to perform tasks such as Mining, validating transactions, running nodes, and executing smart contracts.

**Master Node** means a node within a blockchain network that performs critical functions such as validating transactions, securing the network, and managing the consensus protocol, requiring a significant investment in terms of computing resources.

**Mining** means the process by which transactions are verified and added to the blockchain ledger, through which the Units are created and introduced into circulation.

**Network Rewards** mean the incentives or compensation distributed to User for his contribution to the security, maintenance, operation of a blockchain network, which is reflected in Terms and Conditions and/or on the Website.

**Node** means a computational device within a blockchain network WeChain Blockchain with the purpose of performing of validating transactions, maintaining a copy of the blockchain ledger, and ensuring the integrity and security of the network.

**Node Software** means a node within a blockchain network WeChain Blockchain that is specifically configured to support, manage ITO Units and interacts with the blockchain protocol to facilitate the creation, distribution, and tracking of the ITO Units, contributing to the overall efficiency of the network.

**Penalty** means a punitive measure, as specified in the Agreement, the Terms and Conditions, and/or on the Website, imposed on Users who employ fraudulent or deceptive methods to hack or manipulate the system.

**Person** means an individual, legal entity, partnership, or any other person, including, without limitation, governmental authority or an agency or instrumentality thereof.

**Price** means one-time payment paid by the User to the Provider for the Service provided to the User by the Provider.

**Prohibited Person** means:

- a. a person unable to pass the know-your-client requirements and anti-money laundering procedures established by the Provider in its sole and absolute discretion;
- b. a U.S. Person;
- c. a person organised, located or resident in Democratic People's Republic of North Korea, Islamic Republic of Iran, Republic of Cuba, Syrian Arab Republic, Myanmar, Sevastopol and the Crimea Region, Donetsk People's Republic and Luhansk People's Republic, Russia, Belarus, People's Republic of China (Mainland), Federal Democratic Republic of Nepal, People's Democratic Republic of Algeria, Kingdom of Morocco, Nigeria, Plurinational State of Bolivia, Afghanistan;
- d. an individual or a legal entity, including an individual employed by or associated with such a legal entity, identified on the United States Department of Commerce's denied persons or entity list, the United States Department of Treasury's specially designated

nationals or blocked persons lists, the United States Department of State's debarred parties list, any United Nations Security Council sanctions lists or any other sanctions list;

e. a person identified as a terrorist organisation on any other relevant lists maintained by any governmental authority;

f. a person that by participating in the transactions contemplated herein directly or indirectly violates any applicable law;

g. a person that has been involved at any time in any type of activity associated with money laundering or terrorist financing, or has violated any other applicable anti-corruption or anti-bribery statute or has been subject to any investigation or sanction by, any governmental authority relating to money laundering, terrorist financing, corruption or bribery in any jurisdiction or under any law; or

h. a person that is, unless otherwise disclosed in writing to the Provider prior to entering into this Agreement, a politically exposed person as defined by the Financial Action Task Force (or such similar person under any applicable law) as an individual who is or has been entrusted with a prominent public function or an immediate family member or close associate of a politically exposed person or any corporation, business or other entity that has been formed by, or for the benefit of, a politically exposed person or any immediate family member or close associate of a politically exposed person.

**Provider** means AppAtlas Technologies LLC, a company registered in St Vincent and the Grenadines with the Provider number 3644 LLC 2024 having registered office address at Euro House, Richmond Hill Road, P.O. Box 2897, Kingstown, St Vincent and the Grenadines.

**Provider Parties** means (i) the Provider's Affiliates, and (ii) the Provider's and its Affiliates' respective subsidiaries, officers, directors, employees, contractors, agents, predecessors, successors, assigns, representatives, shareholders, agents and advisors.

**Provider's Wallet for Receiving the Price Amount** means the public address of the Provider's digital cryptographic wallet indicated in the table contained of this Agreement (or such other address of the Provider's wallet as may be notified by the Provider to the User from time to time in writing) to which the Purchase Amount is to be transferred.

**Service** means the Node software as well as the Machines provided to the User by the Provider for the purpose of hosting the Node software.

**Terms and Conditions** mean set of rules, guidelines, and stipulations that govern the use of the services, software, and functionalities provided by the Provider established on the Website. These Terms and Conditions outline the rights and responsibilities of the Users and the Provider, establish the legal framework for interactions, and specify the obligations related to compliance, conduct, and liability

**Unit** means ITO Unit, primarily utility Unit, which could be solely obtained by Mining with the Node Software and acts as a volatile Unit suitable for trading. Mining duration for ITO Unit is set for 8 (eight) years, with a halving event every 2 (two) years.

**USDT** means the USD Tether, a digital cryptographic Unit implemented on blockchain main network.

**User, you or You** means a Node operator.

**User's Wallet for Sending the Price Amount** means the public address of the User's digital cryptographic wallet from which the Purchase Amount is to be transferred.

**Website** means the online platform accessible at <https://wechain.ai>, which is operated by the Provider

**WeChain Blockchain** means stage 2 of the system, blockchain system, where the Units are mined and from which Units are sent to Wallets in WeFi Web3 App

**WeFi Web3 App** means the platform presented on the Website is intended for the sale, exchange storage of Units and other services designed in Terms and Conditions.

## **2. AGREEMENT TO LEASE**

2.1. Provider grants User a non-exclusive, revocable, non-transferable, non-sublicensable, royalty-free, limited license to install, use, and run the Node Software on one or more Machines is owned or controlled by Provider for the purpose of hosting the Node Software, subject to the terms and conditions of this Agreement.

2.2. Node Software can be provided as either a Master Node or a Light Node. The price for each is defined on the Website.

2.3. The User may use the Service solely for the purpose of Unit mining.

2.4. The Service is leased by the Provider to the User for the duration of the mining algorithm, which concludes eight (8) years after the start of the Mining procedure.

## **3. PAYMENT TERMS**

3.1. Payment of the Price shall be deemed final and non-refundable.

3.2. The payment of the Price shall be considered complete once the Provider has fully received the Price Amount in its designated digital wallet, provided the underlying blockchain transaction has been processed and has received thirty (30) confirmations. Ownership of the Price Amount shall transfer to the Provider upon receipt of the respective assets.

3.3. The User shall not utilize funds, whether virtual (digital) or otherwise, from third parties for the purposes of entering into or executing this Agreement. By signing this Agreement, the User represents and warrants that (i) it is not the payment on behalf of any syndicate or collective pool, (ii) the Price Amount transferred by the User consists solely of the User's own assets, and does not include any third-party assets or property, (iii) the Price Amount transferred by the User was not obtained from, nor is it related to, any illegal activities, including but not limited to money laundering or terrorist financing, and (iv) the User is acting in his own interests and not on behalf of any third party.

#### **4. GRANTING USER ACCESS**

4.1. Subject to the terms and conditions of this Agreement, the User is authorized to use the Node Software to operate it on one or more Machines owned or controlled by the Provider.

4.2. To operate the Node Software and earn Network Rewards, the User shall obtain a Key from the Provider. Subject to the terms and conditions of this Agreement, the Key will upgrade the User's Node Software and enables the User to earn Units as reward. To operate multiple Nodes, the User must purchase additional Keys.

4.3. To operate a Node using the Node Software, the User must create and connect a Wallet through the WeFi Web3 App. The User is solely responsible for maintaining the security of the Wallet, including any associated credentials, private key, and seed phrase.

4.4. The User may receive Units from the WeChain Blockchain as a reward for contributing to the WeChain Blockchain. All such Network Rewards shall be claimed by the User and connected to his Wallet on WeFi Web3 App network. Units will accrue on WeChain Blockchain and can be "bridged" or transferred to the WeFi Web3 App network through a WeChain Blockchain Network bridge for further usage if desired.

4.5. A portion or the entirety of the User's earned ITO Units may be taken by the Provider as a Penalty under specific circumstances delineated in this Agreement and/or the Terms and Conditions and/or on the Website.

4.6. The Provider shall not bear any responsibility or liability for any Network Rewards or Penalties incurred as a result of the User's utilization of the Node Software. Furthermore, the Provider shall not be held liable for any actions or omissions by the User in connection with their Wallet, nor for any consequences arising from cyber incidents or security vulnerabilities impacting the User's Wallet.

#### **5. VESTING**

The Units shall be subject to the vesting conditions defined in Terms and Conditions and/on the Website

## **6. KYC CHECKS, AML PROCEDURES**

6.1. The User shall be obliged to undergo and pass the KYC Checks, which must be completed by the User within a timeframe reasonably determined by the Provider. The KYC Checks may be established or modified by the Provider from time to time at its sole and absolute discretion, including when required under applicable laws and regulations. The Provider may engage and assign a third-party service provider to facilitate and/or perform the KYC Checks, in which case such service provider shall conduct the KYC Checks as provided herein.

6.2. It is acknowledged and agreed that the User's successful completion of the KYC Checks and performance of the applicable requirements shall be a precondition for the the execution of transactions contemplated herein. The Provider shall not be held liable or responsible for the User's inability to claim, receive, or use the Units due to the User's failure to complete the KYC Checks or comply with such requirements and procedures.

6.3. If the Provider determines, in its sole and absolute discretion, that the User has failed or is likely to fail to timely complete the KYC Checks or perform the requirements introduced or established by the Provider as provided herein, or that the User has not passed the KYC Checks, the Provider shall have the right to immediately and unilaterally terminate this Agreement by providing notice to the User without any liability.

## **7. INTELLECTUAL PROPERTY**

7.1 All aspects of the Node Software, including, without limitation, any works of authorship, trademarks, features, or functionality, and other intellectual property contained in, comprising, or underlying the foregoing are owned by Provider, its licensors, or other providers of such material and are protected by the law of Saint Vincent and the Grenadines and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

7.2 User shall not disassemble, decompile, reverse engineer, or use any other means to attempt to discover any source code of the Node Software or the underlying ideas, file formats, algorithms, or trade secrets therein.

## **8. DISCLAIMER OF WARRANTY**

8.1. The services are provided on an "as is" and "as available" basis. The Provider makes no warranty of any kind, express or implied, including, the implied warranties of title, non-infringement, integration, merchantability, and fitness for a particular purpose, and any warranties implied by any course of performance or usage of trade, with respect to the provided service and the Platform, all of which are expressly disclaimed. The Provider does not warrant, whether expressly or impliedly, and expressly disclaims any warranty and/or representation that:



- (a) the Website, Node Software, WeChain Blockchain, Machines and/or related software will work as expected, or that any information provided in connection therewith is or will be timely, accurate, reliable, true, or correct;
- (b) the Website, Node Software, WeChain Blockchain, Machines and/or related software will be secure, error-free, or available at any particular time or place, or will continue working, operating, or functioning for any period of time;
- (c) the Units will have any specific price or hold any particular value, or have any value at all;
- (d) any defects, flaws, bugs, or errors in the Website, Node Software, WeChain Blockchain Machines or related software will be fixed or corrected; or
- (e) the Website, Node Software, WeChain Blockchain, Machines or related software will be free of viruses, bugs, trojan horses, malfunctions, or other harmful components, or properly protected from hacker, malware, or other attacks.
- (f) the Machines operate properly in order to maintain Website, Node Software, WeChain Blockchain. Additionally, the Provider reserves the right to change the operators of the Machines at its sole discretion.

8.2. It is agreed and acknowledged that (i) the Provider makes no promise or guarantee of inherent value with regard to the Units, (ii) there is no guarantee that the Units will hold any particular value, (iii) the Units may have no or lose all of their value, and (iv) the Provider does not make any promises of future performance or value with respect to the Units, their price, supply amount, etc. There is no warranty or representation that the secondary market for the Unit will ever emerge. Any purchase, receipt, storage, use and disposition of the Units shall always be at the User's own risk.

## **9. DISCLOSURE OF RISKS**

The Provider hereby expressly acknowledges, accepts, and assumes the risks set out below in this Section 9 and represents that in no event shall the Provider or the Provider Parties be held liable or responsible for any damages, losses, or costs arising out of or in connection with such risks. The list of the risks is not exhaustive.

- (a) **Risk of Legal Uncertainty.** The Units are subject to various laws and regulations in multiple jurisdictions. The legal status of the Units is uncertain and may be subject to change. According to the laws of the jurisdiction where the User is located, it may become illegal to use or hold the Units. The User should always independently investigate the legal consequences applicable to it due to buying, selling, or holding the Units.
- (b) **Liquidity and Market Risks.** There is no guarantee that there is or will be an active market to buy or sell the Units. In addition, markets for virtual (digital) assets (in general) are highly volatile and, therefore, there is no assurance with respect to the price of the



Units and the degree of liquidity regarding the Units. There may be no liquidity or market for the Units at all and it is possible that the Units will become useless or abandoned. There are also no warranties or guarantees as to whether the Units will be listed on any exchanges, or that the market for the Unit will appear.

(c) Counterparty Risks. The User should always be diligent when interacting with third parties regarding the Units. Such third parties may include any Persons (counterparties to a transaction), including custodians, wallet operators, service providers, fiat gateways, banks, payment systems, etc. There is always a risk of losing Units when interacting with third parties, including due to fraud, insolvency, breach of contract, trust, or security. Neither the Provider nor the Provider Parties shall be responsible for any acts or omissions of any third party.

(d) Risk of Theft. There is no assurance or warranty that there will be no theft of the Units as a result of the attack, hack, sophisticated cyber-attack, distributed denials of service, error, double-spent attack, flash-loan attack, weakness, vulnerability or defect of the Website, Node Software, WeChain Blockchain or any other software. Such events may include, for example, flaws in the logic of the software, flaws or errors in programming or source code leading to exploitation or abuse thereof. Any of the above may lead to partial or complete steal or loss of the Units.

(e) Risk of Software Weaknesses. Although the Provider makes reasonable efforts to ensure that the Website, Node Software, WeChain Blockchain produced by the Provider in connection with the Units follows the high-security standards, the Provider does not warrant or represent that the Units, applicable blockchains or related software, or software produced by the Provider are secure or safe, or protected from phishing, malware, hacker, or other malicious attacks. Further, the above software, including the software produced by the Provider, Platform and related products may contain weaknesses, bugs, flaws, vulnerabilities, viruses, or other defects which may have a material adverse effect on the transactions contemplated herein, operations with the Units or other virtual assets, or may lead to the loss of the Units, other virtual assets, other losses and damages for the User and third persons.

(f) Risk Inherent in the Blockchain. The Units operate on the underlying blockchain networks. As a result, any malfunction or breakdown in the blockchain network may have a material adverse effect on the Units. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, etc., could present risks to the Units and related blockchain software by rendering ineffective the cryptographic consensus mechanism that underpins the blockchains. The Website, the underlying software application and software platform (i.e., blockchains) are still in an early development stage and unproven. Although it is unlikely, any blockchain can be attacked which may result in downtime, consensus split, long reorganisation of the chain, 51% attack, or other adverse outcomes each of which may lead to complete loss of the Units.

(g) Risk of Flawed Logic of Blockchains. The underlying logic of the blockchain on which the Units operate and related software may be flawed, defective or impaired, which can result in Platform operating incorrectly or not as expected, or transactions being executed in violation of logic which underpins the Website, which can lead to partial or complete loss of the Units used in a transaction.

(h) Risks Associated with the Credentials. Any third party that gains access to or learns of the private key or seed phrase associated with the User's Wallet Address for Receiving Units may be able to dispose of the Units and any other virtual (digital) assets held in such wallet. To minimise this risk, the User should guard against unauthorised access to its electronic devices, private key, seed phrase and other credentials associated with the User's Wallet Address for Receiving Units.

(i) Unanticipated Risks. In addition to the risks set forth herein, there are risks that the Provider cannot anticipate. Further risks may materialise as unanticipated combinations or variations of the discussed risks or the emergence of new risks.

## **10. REPRESENTATIONS AND WARRANTIES**

10.1. Each of the Parties hereby represents and warrants to the other Party that:

(a) it has the power and authority to consummate the transactions contemplated hereunder, and to perform its obligations hereunder;

(b) its execution and performance of this Agreement have been duly authorized by all necessary actions and resolutions, and this Agreement has been duly executed and delivered by it;

(c) this Agreement is valid and binding upon such Party, and enforceable in accordance with the terms hereof, except as such enforceability may be limited by general principles of equity or to applicable bankruptcy, insolvency, reorganization, moratorium, liquidation, and other similar laws relating to, or affecting generally, the enforcement of applicable creditors' rights and remedies;

(d) the execution and delivery of this Agreement and the consummation of the transactions contemplated hereunder and the performance of this Agreement by such Party do not violate or constitute a material default under (i) the provisions of the formation or similar organizational documents of such Party, (ii) any provision of any judgement, decree, or order to which such Party is a party, by which it is bound, or to which any of its material assets are subject;

(e) no permits, consents, authorizations or approvals of any kind of any governmental authority or other third party are required in connection with the execution or performance of this Agreement by such Party, other than those that have been obtained prior to the date of this Agreement.

10.2. The User hereby represents and warrants to the Provider that the User:

- (a) is not a Prohibited Person;
- (b) will not conduct Prohibited Activities;
- (c) does not violate the laws of its jurisdiction and the territory where it is located or resides, and that the User is entering into transactions contemplated herein for its business (commercial) purposes only, and not as a consumer of the Provider, and that all transactions contemplated hereunder are structured as commercial transactions;
- (d) has evaluated the merits and risks of the transactions contemplated herein based exclusively on its own independent review and consultations with such technical, investment, legal, tax, accounting and other advisers as it deemed necessary, and has made its own decision concerning such transactions without reliance on any representation or warranty of, or advice from, the Provider or Provider Parties other than those expressly set out in this Agreement;
- (e) has sufficient understanding of the functionality, usage, storage, transmission mechanisms, and intricacies associated with digital (cryptographic) Units, storage facilities, digital wallets, software wallets, blockchain-based software and distributed ledger technology in general;
- (f) is entering into this Agreement for its own account, not as a trustee, nominee, representative, or agent;
- (g) shall be solely responsible for all and any transactions conducted by the User with the Units, their consequences and outcomes;
- (h) acknowledges that the use of information or materials made available or otherwise communicated by the Provider or any third party shall be at the User's own risk, and that the Provider provides no guarantee or promise that such information is or will be true, correct, complete, timely, error-free, or not misleading;
- (i) acknowledges and understands that the Provider and the Provider Parties may possess material non-public information regarding the Units not known to the User that may impact the value of the Units, and that the Provider and Provider Parties are not disclosing such information to the User. The User understands, based on its experience, the disadvantage to which the User is subject due to the disparity of information between the Parties. Notwithstanding such disparity, the User has deemed it appropriate to enter into this Agreement and to consummate the transactions contemplated hereby;
- (j) is not a citizen or resident of, domiciled in, or representing or acting on behalf of an entity established, incorporated or registered in or under the laws of a country or territory that is subject of any sanctions administered or enforced by any country, government or international authority, including the OFAC, EU, United Nations Security Council, but not limited to the above, nor the User acts for or on behalf of any such person or entity;

- (k) understands and accepts certain risks associated with the purchasing, holding, and using the Units, and the risks arising from the Units and operations with them;
- (l) understands that transactions involving the Units are irreversible and cannot be cancelled once processed by the underlying blockchain;
- (m) will not sell or transfer any Units to or within the United States of America, its territories or possessions, or any person that resides therein or is a U.S. Person, and will employ the reasonable measures to comply with such restriction;
- (n) will not engage in any activity relating to the sale or transfer of Units in the United States or to any U.S. Person;
- (o) understands that User's entry into this Agreement, its performance, development of the products and services associated therewith involve risks, all of which the User fully and completely assumes, including, without limitation, the risk that the technology associated with the Units, products and services associated therewith may not function as intended, and that the Provider may be unsuccessful or subject to investigation and punitive actions from governmental authorities;
- (p) will comply with any applicable tax obligations arising from its acquisition, storage, sale, or transfer of the Units, and any transactions contemplated herein; and
- (q) will ensure that all of the above representations and warranties are true, complete, accurate, and non-misleading as of the Effective Date, and will remain true, complete, accurate, and non-misleading until this Agreement is expired or terminated.

## **11. PROHIBITED ACTIVITIES**

The User agrees that it shall not conduct or participate in, or allow third parties to conduct or participate in any of the following activities in connection with this Agreement or transactions contemplated herein, or when using the Units (the "Prohibited Activities"):

- (a) disrupting, interfering with, or inhibiting third persons from using the Units, or carrying out activities that could disable, impair, or harm the functioning of the Units, Platform or underlying software;
- (b) providing false or misleading information for or in connection with or when passing the KYC Checks, materially omitting information or materials requested by the Provider or third-party service providers engaged by the Provider to run the KYC Checks;
- (c) using the Units, Provider's products or services, or any related software for any illegal purposes, including, but not limited to, terrorism financing or money laundering;
- (d) circumventing or attempting to circumvent any access, transfer or functionality restrictions or limitations established by the Provider or Provider Parties concerning the

Units, using malware, harmful code or software, undertaking hacker or other attack, or carrying out similar activities;

(e) carrying out activities aimed at manipulating the market or the price of the Units, spoofing, or wash trading;

(f) violating any rights of any third person with respect to the Units or Provider's products or services;

(g) violating any rights of any third person in connection with the transactions contemplated herein, including trademark or intellectual property rights;

(h) carrying out fraudulent activities, providing any false, inaccurate, or misleading information in order to unlawfully obtain any assets or property of any person, including virtual (digital) assets;

(i) carrying out any other unlawful activities or activities that violate any applicable regulations, rules, orders, etc.; and

(j) any activities relating to, or transaction with or involving the Units that are on the list of prohibited activities established by the Provider at its sole and absolute discretion, as may be amended from time to time.

## **12. LIABILITY**

12.1. To the fullest extent permitted by the applicable law, in no circumstances or events shall:

(a) the Provider or Provider Parties be responsible or held liable for any indirect, special, incidental, or consequential loss of any kind (including, but not limited to, loss of revenue, income, business or profits, unrealized profits, gains or savings, business interruption, loss of contract or depletion of goodwill, loss of anticipated savings, loss of use or data, or damages for business interruption or any like loss) arising out of or in any way related to this Agreement, transactions contemplated herein, the Units, including the acquisition, storage, transfer, use of, or inability to transfer or use the Units, regardless of the cause of action, whether based in contract, tort (including, but not limited to, simple negligence, whether active, passive or imputed), breach of statutory duty, restitution or any other legal or equitable basis;

(b) the Provider Parties be responsible for or held liable in connection with this Agreement, transactions contemplated herein, the Units, including the acquisition, storage, transfer, use of, or inability to transfer or use the Units, regardless of the cause of action, whether based in contract, tort (including, but not limited to, simple negligence, whether active, passive or imputed), breach of statutory duty, restitution or any other legal or equitable basis; and

(c) the aggregate liability of the Provider and the Provider Parties, whether in contract, tort (including negligence), breach of statutory duty, restitution or any other legal or equitable basis, including intentional breach of obligations hereunder, arising out of or relating to this Agreement or the Units, including attorney's fees.

12.2. The limitations and exclusions of liability set out in Clause 12.1 above shall not limit or exclude liability for the gross negligence, fraud or intentional, wilful, or reckless misconduct, nor shall it limit or exclude any losses for which, as a matter of applicable law, it would be unlawful to limit or exclude liability.

### **13. INDEMNIFICATION**

To the fullest extent permitted under the applicable law, the User shall indemnify, defend, and hold harmless the Provider and the Provider Parties from and against any and all claims, demands, actions, damages, losses, costs, and expenses (including reasonable professional and legal fees) that arise from or relate to (i) the User's violation of this Agreement, including making untrue or false representations or warranties, (ii) the User's use of the Units, and (iii) exercising, enforcing, or preserving the Provider's rights, powers, or remedies (or considering doing so) with respect to the User in connection with this Agreement. The Provider reserves the right to exercise sole control over the defence, at the User's sole cost and expense, of any claim subject to an indemnity set out in this Section 15. The indemnity set out in this Section 15 is in addition to, and not in lieu of, any other remedies that may be available to the Provider and the Provider Parties under this Agreement or the applicable laws.

### **14. FORCE MAJEURE**

A Party shall not be held liable or responsible for any non-performance or undue performance of its obligations hereunder if such non-performance or undue performance results from or is caused, directly or indirectly, by the Force Majeure Circumstances. In case any Force Majeure event occurs, the performance of obligations hereunder shall be automatically postponed and delayed for the term of duration or existence of such Force Majeure Circumstances.

### **15. LAW AND DISPUTES RESOLUTION**

15.1. This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of Saint Vincent and the Grenadines.

15.2. Each party irrevocably agrees that the courts of Saint Vincent and the Grenadines shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

## **16. TERM AND TERMINATION**

The Agreement shall terminate upon the completion of the duration of the Mining algorithm. The term is specified in section 2.4.

## **17. CONFIDENTIALITY**

The User agrees not to utilize the Confidential Information for any purpose other than to (i) facilitate discussions relating to, and the execution of, this Agreement, and (ii) the performance hereof. The User agrees to protect and safeguard the Confidential Information, refraining from its disclosure, transfer, demonstration, or sharing with any third parties, and to ensure that such information does not become publicly available or enter the possession of unauthorized individuals. Notwithstanding the aforementioned, the User may divulge specific elements of the Confidential Information to its employees, consultants, accountants, and advisors who require access for the purposes specified in this Clause, on the condition that: (i) such persons are bound by confidentiality obligations mirroring those outlined in this Agreement, and (ii) the User remains responsible for any breaches of confidentiality by these persons. The confidentiality obligations under this Clause shall persist for five (5) years post the termination or expiration of this Agreement, irrespective of the cause of said termination.

## **18. NON-DISPARAGEMENT**

In order to safeguard the legitimate business interests of the Provider and the Provider Parties, the User agrees that, both during the term of this Agreement and for three (3) years following its termination or expiry (for any reason), it shall not engage in, and shall procure that its directors, shareholders, agents, employees, contractors, advisors, or Affiliates do not engage in, any action, statement, comment, or post on social media, the internet, or any other medium that could detrimentally affect or defame the Provider, or the Provider Parties. This includes any behaviour or communication, whether direct or indirect, written or oral, that might disparage or cast the Provider, or the Provider Parties in a negative light or otherwise harm their business reputation.



## 19. DATA PROTECTION

19.1. In the course of the performance hereof, including in connection with the KYC Checks, the Provider may collect certain personal data related to the User and its representatives, including directors, agents, employees, shareholders, and beneficial owners (the “Representatives”). In such a case, the Provider shall be the controller of the personal data related to the User and its Representatives, as the case may be.

19.2. Such personal data may include, inter alia:

- (a) information and documents revealing the identity of a natural person, e.g., name, surname, etc.;
- (b) contact details, e.g., email or phone number;
- (c) digital cryptographic wallet address(es);
- (d) information and documents revealing the residential address(es);
- (e) information and documents revealing the source of funds used for the transactions contemplated hereunder; and/or
- (f) any other documents or data from which a natural person can be identified.

19.3. The Provider shall at all times comply with the applicable data protection legislation regarding the personal data of the User and its Representatives. In particular, the Provider shall put in place appropriate safeguards in order to protect the security and integrity of such personal data. The Provider shall provide such personal data only to its employees, contractors, and advisors that have a need to know such personal data for the performance hereof. The Provider may also provide certain personal data to competent government authorities upon their request.

19.4. The personal data collected hereunder is collected and processed in order to (i) perform this Agreement, (ii) comply with the applicable legislation, or (iii) pursue Provider’s legitimate interest to ensure security of transactions contemplated hereunder or reduce risks related to the products and services.

19.5. The personal data will be stored and processed as long as it is necessary for the purposes it was collected or until it is required under the applicable legislation. The User and its Representatives shall have the data protection rights according to the applicable data protection legislation.

19.6. If the Provider engages a third-party service provider in order to conduct the KYC Checks, such a third-party service provider may be deemed either a controller or processor of respective personal data. Therefore, the User and its respective Representatives should become acquainted with the respective privacy policy/notice/statement of the third-party service provider, if any, in order to understand how the personal data is processed by such a service provider.

## **20. COMMUNICATION**

20.1. All and any Communications which are required or may be given pursuant to the terms of this Agreement shall be in writing. In case Communication is sent via regular mail or courier, it shall be deemed to be delivered when received by the recipient Party. Any Communication given by email shall be deemed in writing, of full legal force and effect, and delivered on the following day after it was sent. Communications will be sent to the Parties' addresses and emails indicated in this Agreement, or to such other addresses and/or emails as may be notified by either Party to another one in accordance with the terms hereof.

20.2. Communications to the Provider shall be sent by email or to such other address as the Provider may designate from time to time.

## **21. NO ADVICE**

None of the information, materials, statements, or notices provided by or on behalf of the Provider or Provider Parties shall be construed as technical, business, legal, financial, investment, tax, or brokerage advice pertaining to the subject matter of such content. The User acknowledges that it has sought independent counsel from legal, financial, tax, and other professionals as deemed necessary concerning this Agreement and the transactions envisaged herein. The Provider and Provider Parties do not warrant the accuracy of the provided content, and any reliance upon such information, materials, statements, or notices shall be at the User's sole risk. Consequently, the User alone will bear responsibility for any resultant damages or losses from such use.

## **22. NO WAIVER**

No failure or delay by either 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 preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

## **23. ENTIRE AGREEMENT**

This Agreement embodies the complete understanding between the Parties concerning the matters set out herein and overrides and supersedes all previous and concurrent agreements, communications, letters, statements, or representations between the Parties relating to the subject matter and transactions contemplated hereunder. Except as expressly stated herein, there shall be no third-party beneficiaries hereto other than the Provider Parties.

## **24. LANGUAGE**

Currently, only the English version of all materials including any Communications, is considered official. The English version shall prevail in case of differences in translation of any materials, Communications, etc.

## **25. ASSIGNABILITY**

The User is prohibited from assigning or transferring this Agreement, or any rights or obligations contained herein, without the Provider's prior written approval. Conversely, the Provider may assign or transfer this Agreement, including its rights and obligations, to its Affiliate at any time without requiring notice or the User's consent. The User agrees to promptly sign any documents the Provider might request in relation to such assignment or transfer.

## **26. VALIDITY AND ENFORCEABILITY**

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, and it is the Parties' intent that in the event of any declared unenforceability of any provision herein, such provision shall be modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the Parties as set forth herein. However, 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 the Agreement, which shall continue in full force and effect as if this Agreement had been executed with the invalid, illegal, or unenforceable provision eliminated.

## **27. NO PARTNERSHIP OR AGENCY. NO CONSUMER RELATIONSHIP**

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership, joint venture or employment relations between 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. Each Party confirms it is acting on its own behalf and not for the benefit of any other person. Each Party agrees and acknowledges that it enters into this Agreement in its for its business purposes only, and not as a consumer, and that any transactions contemplated hereunder are of commercial nature for the Parties.