

## AGREEMENT ON THE PROVISION OF COMPUTING POWER

Concluded, on the date shown below, in accordance with Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the „CC“), between the Contracting Parties, which are:

### **BIT.NXT INTERNATIONAL LLC.**

Based at 8020 EXCELSIOR DR., SUITE 200, MADISON WI 53717, USA

Company ID (ID No.): L050626

Represented by:

GLOCIN LIMITED, 6 Bexley Square, Salford, Manchester, United Kingdom, M3 6BZ

Maroš MIKLÁŠ, Manager

Contact email: [bit.nxt@glocin.biz](mailto:bit.nxt@glocin.biz)

(hereinafter referred to as the „**Licensor**“)

and

Name and surname or company name:

Date of birth / ID No.:

Residence or Registered Office:

Contact email:

(hereinafter referred to as the „**Ordering Party**“)



**DRAFT**

### **Preamble**

- A. The Contracting Parties hereby declare and sign this Agreement to confirm that they have all the capacity to enter into this Agreement and to fulfil all obligations arising herefrom.
- B. The Contracting Parties declare that this Agreement is the manifestation of their true, free and error-free will. The Contracting Parties consider this Agreement to be in accordance with morals and consistently declare that this Agreement has not been concluded in distress or in strikingly unilaterally unfavourable conditions.
- C. Except as expressly provided otherwise or unless otherwise stated in the context of this Agreement:
- the reference to any law, regulation, statutory provision or decision shall be construed as a reference to that law, legal regulation, statutory provision or decision, as amended, supplemented, extended or amended;
  - reference to any "agreement", "contract" or "other document" means a particular document, agreement or other document, as amended;
  - "article", "paragraph" or "annex", unless the context requires otherwise, means a reference to an article, paragraph or appendix to this Agreement;

- the division of this Agreement into separate articles and paragraphs, as well as their headings, is intended only for better orientation in the text of the Agreement and does not affect the content or interpretation of this Agreement.

## **I. Subject of the Agreement**

1. Under the terms of this Agreement, the Licensor undertakes to provide the Ordering Party with a portion of the computing power of a data centre managed by the Licensor (hereinafter referred to as the "**Service**") and the Ordering Party undertakes to pay the Licensor for the Service an agreed fee.
2. Providing a portion of the computing power for the purposes of this Agreement is to allow the use of one or more Blocks of data centre computing power (also referred to as "**Block**" or "**Blocks**"); the parameters of one Block are agreed by the Contracting Parties as **5 TFLOPS**.
3. The above parameters must be met for the term of this Agreement. Any increase in the quality of the parameters will not affect the amount of the Licensor's fee, unless the Contracting Parties expressly agree otherwise.
4. The specific number of Blocks that the Licensor will enable the Ordering Party to use by this Agreement is stated in the Customer's Order confirmed by the Licensor; the Order is available in electronic form via the Intranet located at <https://miner.glocin.biz>, (hereinafter referred to as "**Intranet**"), whereas the Order can be downloaded from the Intranet and then archived and printed as needed.

## **II. The Rights and Obligations of the Contracting Parties**

1. The Licensor undertakes to provide the Service in accordance with this Agreement, in accordance with applicable laws, technical standards and regulations, or in the usual manner (unless specified by any of the other above-mentioned standards).
2. The Ordering Party is entitled to transfer the relevant portion of the computing power of the data centre to Global Commodity Investments LLC, in which case the Licensor may, at the request of the Ordering Party and upon submission of a contract between the Ordering Party and a third party, the use of the relevant portion of the data centre's computing power to the relevant third party.
3. All equipment necessary for the implementation of the Service shall be provided by the Licensor itself and at its own expense.
4. The expenses for using the Service, in particular the cost of its own IT equipment and the Internet connection, are borne by the Ordering Party, and the Licensor does not provide the Ordering Party with those in any way.
5. The Licensor shall not be liable for the interruption of the provision of the Service in

the event of force majeure or in the event of a failure on third party facilities (in particular, hosting or connectivity failure), unless these were due to reasons on the part of the Licensor.

### **III. Fee and Payment Terms**

1. For the provision of the Service, the Licensor shall be entitled to a fee calculated at a rate of **EUR 250** per block for the term of this Agreement. The total Licensor's fee is calculated as the product of the above rate and the number of Blocks.
2. The aforementioned Licensor's fee includes all costs incurred by the Licensor for the fulfilment of all of its obligations under this Agreement and is final and maximum, i.e. it is not possible to increase it beyond the agreement of the Contracting Parties.
3. The Ordering Party is obliged to pay the Licensor fee for the entire duration of this Agreement on a one-time basis on the basis of the proforma invoice - the order issued by the Licensor before the execution of this Agreement, through the Intranet in electronic form.
4. The Licensor is not obliged to commence the provision of the Service before the Ordering Party pays the entire fee under paragraph 1 of this Article.
5. The Ordering Party declares and assures the Licensor that the resources from which the fee is paid are not of criminal origin

### **IV. Agreement Term**

1. This Agreement shall enter into force and take effect on the date of its execution by both the Contracting Parties and shall be concluded for a definite period of 24 (twenty-four) months.
2. Both the Contracting Parties are entitled to withdraw from this Agreement in writing under the conditions stipulated by law.
3. Withdrawal from this Agreement must be made in writing and must be delivered to the other party, with effect from the date of delivery of the notice of withdrawal to the other Contracting Party.
4. In the event of an early termination of this Agreement, the Ordering Party does not have the right to regain the compensation of the reward that has been paid. Arrangement of this paragraph shall not affect the arrangements contained in the Article V of the Agreement.

## V. Consumer Provisions

1. The provisions of the Article V of this Agreement apply exclusively to the Ordering Party who is a Consumer. Thus, if the term "**Consumer**" is used in this Article, it may be interpreted as the Ordering Party who is a Consumer.
2. The Consumer has the right to withdraw from the Agreement without giving any reason within 14 (fourteen) days of the date of execution hereof.
3. Should the Consumer withdraw from the Agreement, the Licensor shall return the funds received from him under the Agreement in the same manner without undue delay, no later than 14 (fourteen) days after withdrawal.
4. In accordance with the applicable provision of the CC, the Licensor informs the Ordering Party that the latter one is entitled (but not obliged) to withdraw from the Contract in accordance with these Business Terms and Conditions with a form of withdrawal, a template of which is available on the Intranet of the Licensee available at <https://miner.glocin.biz>.
5. The Czech Trade Inspection, with its registered office at Štěpánská 567/15, 120 00 Praha 2, 000 20 869, will be competent for any amicable settlement of consumer disputes (i.e. in particular disputes relating to this Agreement), the website: <http://www.coi.cz>.
6. Contact details of the Licensor:
  - **BIT.NXT INTERNATIONAL LLC.**
  - Registered office: 8020 EXCELSIOR DR., SUITE 200, MADISON WI 53717, USA
  - Address of service in the EU: GLOCIN, 8th Infantry Regiment 2173, 738 01 Frýdek-Místek, Czech Republic
  - e-mail: [bit.nxt@glocin.biz](mailto:bit.nxt@glocin.biz)
  - web: [www.glocin.biz](http://www.glocin.biz)

## VI. Protection of Personal Data, Agreement Archiving

1. By concluding this Agreement, the Ordering Party agrees to include all its personal and other data specified in this Agreement as well as any other data obtained in the course of trade (hereinafter referred to as "**Personal Data**") into the Licensor's database as an Administrator (also referred to as the "**Administrator**") and also to process such data, including processing through Processors (also referred to as the "**Processor**").
2. Personal data will be processed for the business and marketing needs of the Administrator, including the offering of business and services, as well as the sending of commercial communications, inter alia through electronic means pursuant to Act No. 480/2004 Coll., on Certain Information Society Services (in particular, by email

- and SMS messages).
3. Approval is granted for the period until the consent is withdrawn. As a data subject, the Ordering Party acknowledges that it has the rights under Section 11 and Section 21 of Act No. 101/2000 Coll. on the Protection of Personal Data, i.e. in particular that the provision of Personal Data is voluntary and that he/she has the right of access to personal data. Any data subject that finds out or believes that the Administrator or Processor carries out processing of his/her personal data that is contrary to the protection of private or personal life of the data subject or contrary to law may a) request the Administrator or Processor for explanation; b) require the Administrator or Processor to remove the resulting condition; in particular, it may be blocking, repairing, supplementing or disposing of personal data.
  4. This Agreement is archived by the Licensor after its conclusion, even after it has been satisfied. The Agreement is archived in the form in which it was concluded, i.e. in electronic form via the Intranet. Only the Licensor or an entity commissioned to perform the archiving service has access to the archived Agreements. They are not entitled to make Agreements available to third parties, except for any statutory obligation of such disclosure.

## **VII. Final Provisions**

1. This Agreement as well as the legal relations between the Contracting Parties under this Agreement and expressly unregulated by its text shall be governed by the laws of the Czech Republic, excluding conflicting rules. Any disputes by the Parties relating to this Agreement (including disputes concerning its validity) will be decided by the courts of the Czech Republic.
2. This Agreement may be amended and supplemented only by written amendments, which shall be expressly identified and agreed upon by both the Contracting Parties as an amendment to the Agreement.
3. For the purposes of this Agreement, email (but only with the above-mentioned contact email addresses of the Contracting Parties) is considered to be the written form, and no secure electronic signature is required.
4. This Agreement is concluded in electronic form via the Intranet. The text of the Agreement can be downloaded from the Intranet and then archived and printed as needed.
5. Unenforceability or invalidity of any article, paragraph, subsection, sentence or provision hereof shall not affect the effect or force of other provisions hereof. Should any such article, paragraph or provision for any reason lose validity (in particular because of a conflict with applicable laws and other legal standards), the Contracting Parties shall consult and agree upon a legally acceptable manner of implementation of the intentions contained in that part of the Agreement which has ceased to be

valid.

6. The Contracting Parties declare that they have been thoroughly acquainted with the contents of this Agreement, understand the Agreement, agree with all its parts and are aware of all rights and obligations arising from this Agreement.

Day:

## AGREEMENT ON ENABLING THE USE OF COMPUTING POWER

Concluded, on the date shown below, in accordance with Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the „CC“), between the Contracting Parties, which are:

### GLOBAL COMMODITY INVESTMENTS LLC.

Based at 8020 EXCELSIOR DR., SUITE 200, MADISON WI 53717, USA

Company ID (ID No.): G051415

Represented by:

GLOCIN LIMITED, 6 Bexley Square, Salford, Manchester, United Kingdom, M3 6BZ

Aleš Kohoutek, Manager

Contact email: [office@glocin.biz](mailto:office@glocin.biz)

(hereinafter referred to as the „**Licensee**“)

and

Name and surname or company  
name:

Date of birth / ID No.:

Residence or registered office:

Contact email:

(hereinafter referred to as the „**Licensor**“)



### Preamble

- A. The Contracting Parties hereby declare and sign this Agreement to confirm that they have all the capacity to enter into this Agreement and to fulfil all obligations arising herefrom.
- B. The Contracting Parties declare that this Agreement is the manifestation of their true, free and error-free will. The Contracting Parties consider this Agreement to be in accordance with morals and consistently declare that this Agreement has not been concluded in distress or in strikingly unilaterally unfavourable conditions.
- C. Except as expressly provided otherwise or unless otherwise stated in the context of this Agreement:
  - the reference to any law, regulation, statutory provision or decision shall be construed as a reference to that law, legal regulation, statutory provision or decision, as amended, supplemented, extended or amended;
  - reference to any "agreement", "contract" or "other document" means a particular document, agreement or other document, as amended;
  - "article", "paragraph" or "annex", unless the context requires otherwise, means a reference to an article, paragraph or appendix to this Agreement;

- the division of this Agreement into separate articles and paragraphs, as well as their headings, is intended only for better orientation in the text of the Agreement and does not affect the content or interpretation of this Agreement.

## **I. Subject of the Agreement**

1. The Licensor declares that it is, based on an Agreement concluded with **BIT.NXT INTERNATIONAL LLC.**, with its registered office at 8020 EXCELSIOR DR., SUITE 200, MADISON WI 53717, USA, ID No .: L050626 (hereinafter referred to as the „**Primary Agreement**“ and the „**Company**“) entitled to use a portion of the computing power of the data centre managed by the Company, specifically ... block/s of the data centre's computing power block(s) (hereinafter referred to as the „**Block**“ či „**Blocks**“) of the computing power of one **TFLOPS 5Blocks**.
2. Under the terms of this Agreement, the Licensor undertakes to allow the Licensee to use all the Blocks that it uses under the Primary Agreement and the Licensee undertakes to pay the Licensor the agreed fee for the use of such Blocks. The Licensee will use the Blocks to validate transactions on the basis of Blockchain and DLT-based technologies in its own name and on its own responsibility.

## **II. The Rights and Obligations of the Contracting Parties**

1. The Licensor will allow the Licensee to use the Blocks on the same terms and conditions that result from the Primary Agreement to the Licensor (except for the fee), the Licensee declares that the Licensor has been acquainted with these terms and conditions by the Licensor and the Licensee acknowledges these terms and conditions.
2. All equipment necessary for the actual use of Blocks shall be procured by the Licensee itself and at its own expense.
3. The Licensor shall not be responsible for interrupting the Licensee's ability to use the Blocks in the event of force majeure or in the event of a failure on third party facilities (in particular, a hosting or connectivity failure) or in case of reasons on the Company's part, unless these were due to reasons on the part of the Licensor.

## **III. Fee and Payment Terms**

1. Under the arrangements contained in the Article I in paragraph 2 in the last sentence, the Licensor shall be entitled to a fee from the Licensee consisting of:
  - a. cryptocurrencies which have been mined on the provided blocks,



- b. costs which relate to the operating of the provided blocks, transferred to the mined cryptocurrencies according to the current exchange rates.
  - c. **The difference** between the value mentioned in point a) and the value mentioned in point b) in the first paragraph of this Article shall be **divided by two**, and one part belongs to the Licensor and the other part belongs to the Licensee.
2. The value calculated according to point 1 point c) of the Article, relating to the **Licensor**, will be published in his profile at <https://miner.glocin.biz> (hereinafter referred to as the "**Intranet**") where it shall be continuously updated, at least once per a calendar day.
  3. The Licensee will enable the Licensor to transfer **available** cryptocurrencies, registered on the Intranet, in **November** and in **May**, to the valid address of the transferred cryptocurrency. The Licensor is obliged to specify the address in the Intranet at the latest before entering the transfer order.
  4. Beyond the above fee, the Licensee will provide the Licensor with a bonus in the amount and under the conditions of the current version of the Licensee Marketing Plan according to the Annex no. 1 to the Contract.
  5. Any payments to be made by the Licensee under this contract are payable on the basis of a payment order which the Licensor is obliged to generate no later than by the **28th (twenty-eighth)** day of the month of **November** or **May**, through his Intranet profile. Once the payment order has been generated and authorised, it is automatically sent to the Licensee and is due no later than on the 3rd (third) day of the month following the month in which it was generated.

#### **IV. Agreement Term**

1. This Agreement shall enter into force and take effect on the date of its execution by both parties and shall be concluded for a definite period of time of 24 (twenty-four) months, but no more than the duration of the Primary Agreement. The termination of the Primary Agreement (irrespective of the specific reason) will terminate this Agreement automatically.
2. Either of the Contracting Parties is entitled to withdraw from this Agreement in writing under the conditions stipulated by law.
3. The Licensor is entitled to withdraw from this Agreement in writing if the Licensee is in default with paying the fee to the Licensor for more than 10 (ten) days and if the remedy is not ensured even after a written request from the Licensor and within 10 (ten) days of receipt of the notice.
4. Withdrawal from this Agreement must be made in writing and must be delivered to the other party, with effect from the date of delivery of the notice of withdrawal to the other.

5. The settlement of the available registered cryptocurrency balance shall take place **within 30** (thirty) days after the date of the contract termination, regardless of the dates given in the Article III in the paragraph 5 of this Agreement. Arrangement of this paragraph shall not affect the arrangements contained in the Article V of the Agreement.

## V. Consumer Provisions

1. The provisions of the Article V of this Agreement apply exclusively to the Licensor who is a Consumer. Thus, if the term "**Consumer**" is used below in this Article, it may be interpreted as the Licensor who is a Consumer.
2. The Consumer has the right to withdraw from the Agreement without giving any reason within 14 (fourteen) days of the date of execution hereof.
3. Should the Consumer withdraw from the Agreement, the Licensee shall return the funds received from it under the Agreement in the same manner and without undue delay, no later than 14 (fourteen) days after withdrawal.
4. In accordance with the applicable provision of the CC, the Licensee informs the Consumer that the Consumer is entitled (but not obliged) to use the withdrawal form from the Agreement, a template of which is available on the Intranet, to withdraw from the Agreement within the meaning of this article of the Business Terms and Conditions.
5. The Czech Trade Inspection, with its registered office at Štěpánská 567/15, 120 00 Praha 2, 000 20 869, will be competent for any amicable settlement of consumer disputes (i.e. in particular disputes relating to this Agreement), the website: <http://www.coi.cz>.
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process such data, including processing through Processors (also referred to as the "**Processor**").

2. Personal data will be processed for the business and marketing needs of the Administrator, including the offering of business and services, as well as the sending of commercial communications, inter alia through electronic means pursuant to Act No. 480/2004 Coll., on Certain Information Society Services (in particular by email and SMS messages).
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5. Unenforceability or invalidity of any article, paragraph, subsection, sentence or

provision hereof shall not affect the effect or force of other provisions hereof. Should any such article, paragraph or provision for any reason lose validity (in particular because of a conflict with applicable laws and other legal standards), the Contracting Parties shall consult and agree upon a legally acceptable manner of implementation of the intentions contained in that part of the Agreement which has ceased to be valid.

6. The Contracting Parties declare that they have been thoroughly acquainted with the contents of this Agreement, understand the Agreement, agree with all its parts and are aware of all rights and obligations arising from this Agreement.

Day: