

## **Ethereum Classic Mining Capacity Share Agreement**

I (the "**Customer**") agree with the following terms and conditions for the provision of mining services (the "**Agreement**") made as of today

**between :**

1. Tresorio SAS, Centre d’Affaires Synergie Lorraine, 11 Rempart Saint-Thiebault 57000 METZ, FRANCE, ("**Service Provider**"); and
2. me, the **Customer**.

Pursuant to the terms of this Agreement, the Service Provider will make available to the Customer shares in the mining capacity of the Service Provider.

### **1. Services**

The Service Provider agrees to provide to the Customer with the output of its mining capacity (the "**Services**") subject to the following terms:

**Available Technology: Ethash ETC**

**Term: 1 year**

**Mining Power: ... MH/s <sup>1</sup>**

**Payout frequency: Bi-weekly <sup>2</sup>**

**Mining Output ("Coins"): as agreed between Service Provider and Customer, and, where applicable converted from time to time, e.g., Ether Classic or other electronic currencies**

The Customer will be solely liable for the maintenance of the relevant technical equipment (software/hardware) that is required to receive the above service. The Customer will receive Coins mined in accordance with the above Mining Power. The Customer also acknowledges that the above Services will be rendered on a best effort basis (*Dans la mesure du*

*possible*). The availability of the Mining Power and, accordingly, the output of Coins may vary up to a maximum of 5%. Otherwise, the Service Provider ensures that it maintains all facilities and the relevant supplies in good working order, in order to avoid any of the above volatility with the diligence that it applies in its own dealings (*diligencia quam in suis*).

## 2. Remuneration

As a consideration for the Services the Customer agrees to pay to the Service Provider an amount of (the "**Fee**") :

- a. ... EUR upfront (VAT 20% included)

## 3. Limitation of Liability

Without detriment to the Service Providers obligation to render the Services on a best effort basis, **only**, any liability of the Service Provider hereunder and or in connection with this Agreement shall be limited to willful misconduct (*Faute intentionnelle*) and gross negligence (*Négligence grave*). Further, the Service Provider shall not be liable for any damages incurred by the Customer as a result of *force majeure* which shall include any disruption or breakdown of a Coin market.

## 4. Terms

- a. This Agreement is entered into for the term indicated above.
- b. Otherwise, this Agreement may only be terminated by either party for good cause (motif grave).
- c. In the event of a termination for good cause by the Customer, and, for the avoidance of doubt in any such event, the Customer shall be entitled to a repayment of item 2.a above in the proportion of the time lapsed since the beginning of the Term divided by the Term.
- d. In case the Service Provider voluntarily agrees to refund the Customer, a processing fee of EUR 15 will be deducted.

## 5. Communication

All communication between the Service Provider and the Customer shall be made in writing which includes e-mail and other electronic messaging services (par écrit).

## 6. Data Protection

The Customer agrees to the processing of its personal data provided in the context of this Agreement for the purpose described herein and also agrees, until revocation at any time to the storage of its data beyond the above Term. Should the Service Provider be required to obtain any further data in the context of providing its services hereunder, the Customer will without undue delay provide the relevant data so required by the Service Provider

## 7. Representations and Warranties

The Customer represents and warrants to the Service Provider that he is familiar with mining, crypto currencies and Ethereum Classic in particular and that he understands the nature and uses of mining crypto currencies and Ethereum Classic.

The Customer further represents and warrants that he will be the beneficial owner of the Coins.

## 8. Credit Card Services through Credit Card Service Provider

The following provisions under this section 8 only apply to the extent the Services are paid by credit card:

The Service Provider uses third party services and such third party's affiliates services which enable the Customer to place monetary deposits and perform transfer of payments within the website of the Service Provider by making use of the Customers existing credit card (as and if available and applicable) (the "Credit Card Services" and the "Credit Card Service Provider"). The Credit Card Services do not include any additional service, and such Credit Card Services do not Customers account.

The Service Provider may share and transfer (including cross border transfer) personal information with the Credit Card Service Provider for the purpose of rendering the Credit Card Services which will be made to Service Providers website via the use of the Customers credit card. The personal information will be shared with the Credit Card Service Provider after the Customer elects to execute such monetary payments by using the Credit Card Services of the Credit Card Service Provider. For the purpose of this section 8 personal information shall include information that identifies or may identify the Customer including the information submitted by the Customer through the registration form when you subscribe to the website such as the Customers E-mail address, country and city and/or information provided through social websites or any other identifying information provided by the Customer while using the Services of the Service Providers website.

In addition, the Service Provider may transfer any non-personal information provided by the Customer through the Customers use of the Services on the Service Providers website to the Credit Card Service Provider in order to allow the Credit Card Service Provider to perform preliminary examinations of non-personal information for the purpose of determining if the Customer is qualified to use the Credit Card Services of such Credit Card Service Provider (including the history of the Customers transactions on the website which will be provided without any identifying information and solely for the purpose examinations of the Credit Card Service Provider).

By accepting these terms, the Customer represents that any and all information the Customer provides to the Service Provider is true and accurate. Any false or fraudulent information and/or use of the Services and/or Credit Card Services rendered to the Customer, is prohibited.

The Customer is not obligated by law to provide the Service Provider and/or the Credit Card Service Provider with any personal information. The Customer hereby acknowledges and agrees that he is providing the Service Provider and/or the Credit Card Service Provider with personal information at his/her own free will, for the purposes of rendering the Services and/or Credit Card Services.

By using the Credit Card Services the Customer hereby agrees and accepts that he will not be allowed and shall be prohibited from withdrawing any amounts that the Customer has deposited and/or is

entitled to as a result of the Services rendered by the Service Provider for a period of 30 days. In case the payment by the Customer results in a charge-back or other material issues occur, the Service Provider is entitled to keep all existing, current and future Mining Output.

## 9. Governing Law, Language and Miscellaneous

- a. This Agreement is governed by French law. To the extent permitted by applicable law the parties agree that the competent courts of Metz shall have non-exclusive jurisdiction to hear and determine any suit, action or proceeding, and to settle any disputes, which may arise out of or in connection with this Agreement
- b. This Agreement is made in the English language and this English language version of this Agreement shall be binding on the parties hereto and shall prevail over any translation of this Agreement **provided that** in the case of any French translation of a word or phrase in the text of this Agreement, such French translation of such word or phrase shall prevail

<sup>1</sup> *The number denotes the expected Dagger-Hashimoto mining hashrate. 1 MH/s means at least 1/25 of the hashrate an AMD RX 480 8G can achieve (under normal circumstances).*

<sup>2</sup> *If the value of the payout is below an equivalent value of USD 0.50 the Service Provider has the option to accumulate the payouts in the Customer's account, until such value is reached*

**Date : ...**

**The Service Provider**  
Tresorio SAS

**The Customer**  
.....