

## Equipment Purchase and Management Agreement

**This agreement is entered into this 2th day of February, 2019, by and between \_\_\_\_\_ (hereinafter "Buyer") and Elevate Group - Baikal Mining (hereinafter "Company").**

### RECITALS:

WHEREAS, Company is in the business of selling, servicing, and managing ASIC Mining equipment for the purpose of Bitcoin mining; and WHEREAS, Buyer desires to purchase such equipment and have company service such equipment.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained therein and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, it is mutually agreed and covenanted by and between the parties to this Agreement, as follows:

1. Sale of Equipment. Company hereby sells, or agrees to facilitate the sale of Bitmain model ASIC Miner(s) to Buyer and Buyer hereby purchases from Company or through authorized representative of Bitmain the Equipment, freight pre-paid and absorbed by Company.

1a) Units Purchased. Buyer's unit(s) purchased will be reflected in client dashboard, along with serial number of each miner purchased. Subsequent purchases will be subject to the same agreement.

2. Purchase Price. Buyer shall pay to Company, or its authorized representative, for the Equipment and for all obligations specified herein, as full and complete consideration, the sum as specified on company's website and purchase interface.

3. Payment. Payment of the Purchase Price shall be made by Buyer to Company in accordance with the following schedule:

A. One Hundred Percent (100%) of the Purchase Price within two (2) days after the execution of this Agreement;

4. Taxes. Buyer represents and understands that Company is facilitating the sale of said equipment and its management and that buyer shall be responsible for reporting, managing and paying income taxes due by buyer to its recognized tax authority in the appropriate jurisdiction of buyer.

5. Site Evaluation. At no cost or expense to Company, Company shall furnish Buyer with site preparation studies, which shall include, but not be limited to, power, air conditioning, and operational considerations with respect to the Equipment. Buyer, at its own expense, is authorized to inspect Equipment onsite at any time they wish, providing 3 day(s) notice to company. Inspection must be made by actual Buyer and not any third party representative of Buyer.

6. Site Preparation. Company shall be responsible for preparing a site suitable for the installation and operation of the Equipment (hereinafter "Installation Site").

7. Delivery. Delivery of the Equipment to Company shall be made within two (2) weeks after receipt of a purchase order (hereinafter "Delivery Date"). The Equipment shall be packaged appropriately and all cartons shall be clearly stamped with Buyer's Purchase Order Number. Buyer must be able to identify easily all items of the Equipment contained within each carton. Delivery of the Equipment in an undamaged condition to Buyer's Installation Site shall constitute "Delivery" to Buyer. Risk of loss during transit shall remain with Company

8. Installation. Company shall install the Equipment at the Installation Site in accordance with the

professional commercial mining standards and connect the same to the safety switches or electrical outlets to be provided and installed by Company. Company shall be responsible for all costs associated with delivery and installation of the Equipment. Time is of the essence to this Agreement. Company shall comply with all permits and licenses required by Federal, State, or local authorities in connection with the delivery and installation of the Equipment.

9. Testing and Certification. Upon completion of installation of the Equipment, Company shall perform prescribed tests to determine that the Equipment is operating in conformance with Company's performance specifications for the Equipment and any other requirements necessary for good operating order

10. Acceptance. "Acceptance" of the Equipment shall be deemed to occur on the date when said equipment is operating on the blockchain and mining in accordance with Company's ongoing mining activities. All new miners are activated on the first (1st) day of each month; if received later in the month, they will begin mining within 24 hours of arrival to the farm.

12. Software. Company hereby agrees to manage all software related tasks to manage, operate and maintain Equipment in good working order. Including but not limited to, connection to mining pool. Moreover, Company shall update and provide Equipment with any necessary software upgrades as needed from time to time. Client agrees and authorizes Company to use proprietary software (e.g. ASIC Boost) to increase power (i.e. terahash) of each miner. Client understands that using such software may interfere with miners stability and over all life-span. As such, Company has made the decision to use ASIC Boost to maximize miner's profitability. Client hereby indemnifies and holds harmless Company against any claims or damages that arise out of the use of such 'firmware' and hereby expressly authorizes company to install such firmware on clients miners.

12a. Performance. Company shall strive to maximize clients' income at all times. However, there are no guarantees, express or implied, as to what power (i.e. terahash) Company can derive from each miner. Therefore client recognizes that company is acting in good faith to maximize client profitability and furthermore holds company harmless for failing to achieve a level of operating terahash that client desires or that is advertised by manufacturer.

13. Term. This agreement shall commence upon delivery of the Equipment to the installation site and shall continue for as long as Equipment is in good working order and is deemed profitable to mine bitcoin (Life of Mine). Should there be a period where mining is not profitable, company may suspend mining during this period, and wait until mining is again profitable and resume mining.

13a. Buyer agrees and understands that the term of this contract shall continue for the entire life of the miner, and can only be canceled in such case of gross negligence on the part of the company.

14. Security. Company at all times (24 hours a day, 7 days a week) shall maintain security and or on-site personal at installation site.

15. Equipment Warranty. Buyer will receive standard manufacturer warranty directly from Bitmain. After such warranty, Company shall be responsible for general maintenance of Equipment. Notwithstanding, any total failure of Equipment shall not be the responsibility of the Company; Buyer understands and acknowledges that said mining Equipment may lose it's "life of mine" and no longer be profitable to operate. Buyer warrants and agrees that such event is not the responsibility of the Company. Company shall endeavor with it's best efforts to extend the mine life of the Equipment for as long as possible as it pertains to profitable bitcoin mining.

15a. Equipment Maintenance. All miners purchased will have free maintenance from company; however, any hard costs associated with maintenance, such as the replacement of a chipset, etc... shall be the responsibility of client. In such cases, Company will repair said miner and pay for such pieces when needed, and later notify

client of such expense. Client agrees to immediately reimburse company for such expense.

16. Insurance. Buyer is aware that Company does not maintain insurance for the miners. Should client choose to purchase insurance, client may inform company of such choice in writing via email, and company will facilitate to the best of it's ability.

17. Mutual Indemnification. Company and Buyer both agree to mutually indemnify one another, Company's trustees, officers, employees, agents and representatives from any loss, lawsuit, liability, damage, cost or expense which may arise out of claims by third persons against Company or Buyer.

18. Management Fee. Company and Buyer agree that Company shall charge a management fee equal to twenty percent (20%) of the net income generated from each ASIC miner that Buyer purchases and Company manages. Net income is defined as total bitcoin generated by each piece of Equipment (ASIC Miner), less the following costs:

A. Cost of Power. Cost of Power provided by Company is 5.5 cents per Kilowatt hour.

B. No Other Fees. Company will not charge Buyer any hosting fees, maintenance fees, or any other fees. Net income is defined as mining income less aforementioned fees above in (A & B).

D. Disbursement of Funds. Within 7 business days of the last day of each month. Buyer shall furnish company with bitcoin wallet address specified to receive monthly distributions

E. Nominal transaction fee's by the network will be charged when disbursing funds.

Signatures are:

\_\_\_\_\_  
Buyer Signature

Amir Ness  
Founder, Elevate Group

Amir Ness & Gabriel Gutierrez  
CEO, Elevate Group - Baikal Mining