



Equipment Purchase and Management Agreement

This agreement is entered into this on (date), by and between (hereinafter "Buyer") and Staratel LLC Group of Companies TIN 3812156896 (hereinafter "Company").

RECITALS:

WHEREAS, Staratel LLC Group of Companies TIN 3812156896, with its address located at 664056 Irkutsk Region, Irkutsk Siberia, Akademicheskaya Street 74, Office 17 herein "Company" will be providing ASIC mining management services to _____ (Investors Name) herein client.

Staratel LLC has hired Elevate Group to manage the client relations and marketing services. Elevate Group receives compensation for its marketing services.

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 agrees to facilitate the sale of ASIC Miner(s) to Buyer and Buyer hereby purchases from Company or through authorized representative of manufacturer, freight pre-paid and absorbed by Company. Buyer is the rightful owner of ASIC miners ordered, at any time and in Buyer's sole and absolute discretion, Buyer may request for his miners to be shipped to any destination of Buyer's choice. In such a case, Buyer is responsible for shipping costs. Company will have 7 days to prepare Buyer's miners for shipment upon Buyer's instructions.

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 immediately after the execution of this Agreement via Company website;

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 buyer's 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. Buyer hereby authorizes Company to deploy ASICBOOST software to maximize mining power (Terahash). Buyer understands that using this software reduces the life of the miner, and hereby authorizes Company to deploy such software in order to maximize bitcoin profits. Buyer understands that Company in no way guarantees terahash performance, buyer understands that a miner's terahash may vary due to several factors related to ongoing operation of miner.

13. Term

A. 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 Miner"). 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.

B. 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 the manufacturer. 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 miner" 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.

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

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

20. Risk Disclaimer

Client understands that bitcoin mining is a high risk endeavor. As such, client warrants, understands, and agrees to hold all parties involved harmless from any claims relating to the success of the investment, it's returns, or performance in any way. Factors affecting investment returns include bitcoin price, mining difficulty, and both are items which parties have no control over.

Signatures are:

Buyer Signature

Amir Ness & Gabriel Gutierrez
Elevate Group - Baikal Mining