

**PUBLIC OFFER
FOR THE CONCLUSION OF A SERVICE AGREEMENT**

Hong Kong

EMCD Tech LTD, company, registered and operating in accordance with the legislation of the **Hong Kong** (the "Contractor"), represented by the Director Michael Dzherlis, acting on the basis of the Charter, by placing this offer, invites anyone (hereinafter referred to as the Customer) to conclude a Service Agreement (hereinafter referred to as the Agreement).

In case of acceptance of the conditions set out below and payment for services, the person making the acceptance of this offer becomes the Customer.

1. TERMS AND DEFINITIONS

- 1.1. **Technological services** (the "Services") – services in the field of computer and telecommunication technologies on building, setting, and administrating of Software and hardware complex, adaptation and modification of computer programs on terms of the Agreement provided by the Contractor to the Customer.
- 1.2. A complete list and description of Services are available on the website: emcd.io/pool/ru (hereinafter referred to as the Website).
- 1.3. **Software and hardware complex** (the "SHC") – a set of equipment located at the Contractor's technological site and software that generates a certain computational power stipulated in the Agreement. The composition and configuration of the package used by the Contractor is determined at the discretion of the Contractor.
- 1.4. **Information system** (the "IS") is a set of application software and information content that has useful functions and implements the Customer's requirements. It can be the property of the Customer or provided to him for use by the Contractor.
- 1.5. **Confidential information** means all information that is not publicly available, including confidential under the law, provided by one Party to the other Party in connection with the Agreement, except for the information that the Parties define as non-confidential.
- 1.6. **Billing period** – the calendar month in which Services are provided, lasting from the first to the last day inclusive, for which the Customer paid for the provision of Services.
- 1.7. **Stage of Service** - means the next stage of performance of obligations under the Agreement, including: the end of the next billing period of Services stipulated in the Agreement and annexes to the Agreement, or the completion of Services in a single order (non-recurring services).
- 1.8. **Hashrate** - the level of performance of the equipment completing the SHC.
- 1.9. **User Agreement** – a document regulating the technical and organizational nuances of using the Services, posted on the Website <https://emcd.io/> on following link: <https://emcd.io/static/tos.pdf>.

2. SUBJECT OF THE AGREEMENT

- 2.1. The Contractor undertakes to provide the Customer with the Services on the terms stipulated in the Offer and annexes, and the Customer undertakes to accept and pay for the Services in amount and in time according to the terms of the Agreement and the annexes thereto which are its integral part.
- 2.2. The Customer under the Agreement acts at his own risk and no provisions of the Agreement can be a guarantee of income, other positive or expected result by the Customer. The Customer independently bears the risk of losses, including due to changes in the value of cryptocurrencies, the termination of their turnover or any changes in legislation (national and/or international).
- 2.3. The Contractor is not liable for Customer's failure to receive income or other positive or expected results as a result of processes not directly dependent on the activities of the Contractor, i.e. changes in the value of cryptocurrencies, the termination of their usage (even partly), changes in legislation, failure of Customer's equipment not by the fault of the Contractor, including the reduction of Hashrate as a result of normal wear and tear and/or malfunction of Customer equipment.
- 2.4. The Services are provided in accordance with the terms and procedures provided in the terms of the User Agreement.
- 2.5. The acceptance of the Offer is the following actions:
 - registration of the Customer on the Website;
 - passing the KYC procedure;
 - payment for the Contractor's services;

3. RIGHTS AND OBLIGATIONS OF THE PARTIES

- 3.1. Rights of the Contractor:
 - 3.1.1. To independently determine the number of specialists required to provide the Services, as well as the schedule of their work. If necessary, the Contractor has the right to involve third parties for the performance of obligations under the Agreement, and the Contractor is fully responsible for the actions of third parties involved by the Contractor.
 - 3.1.2. Change (index) unilaterally the prices for the Services with 1 (one) month notice before changes.

- 3.1.3. In the case of the Customer's existing debt to the Contractor or non-receipt from the Customer of one or more payments the Contractor has the right to compensate the debt using methods at its discretion until the debt is fully paid, while the retention of property will be interpreted as a way to ensure the fulfillment of obligations, as well as suspend the provision of the Services and the Customer's access to the SHC.
 - 3.1.4. To make, change, and supplement the Agreement in connection with the entry (amendment) of legislation on the regulation of digital financial assets (and not only) on the territory of the Contractor's registration. At the same time, the Contractor is obliged to notify the Customer of the planned change (addition) to the Agreement 5 (five) calendar days before the date of entry into force of such changes. The Customer undertakes, in connection with the changes (additions), to sign an additional agreement (or a corresponding annex to the Agreement), within 5 (five) calendar days from the date of receipt of the notification. In case of not signing, the Contractor has the right to terminate the Agreement unilaterally upon expiry of 10 (ten) calendar days from the date of notification and to return the Customer payment, with the deduction of the rendered Services in proportion to the period Services were actually provided.
 - 3.1.5. To Change and supplement the User Agreement without prior notice to the Customer, while the changes should not affect the subject matter of the Agreement and the price conditions.
- 3.2. Customer's Rights:
- 3.2.1. To receive information and control the process of rendering Services by the Contractor under the Agreement, without interfering with the production and economic activities of the Contractor.
 - 3.2.2. The Customer has the right to withdraw the results of SHC performance resulting from the rendered Services to the appropriate electronic platform of the Customer, after the expiration of the Agreement.
- 3.3. Obligations of the Contractor:
- 3.3.1. To provide the Customer with Services to the extent and within the time stipulated in the Agreement and annexes thereto.
 - 3.3.2. To provide services securing the performance of SHC, including those that require the involvement of third parties, necessary for the provision of Services.
 - 3.3.3. To provide repairing of the equipment included in SHC on terms and costs previously approved by the Customer after first 6 (six) months since the moment the provision of the Services is started.
 - 3.3.4. To provide the Customer with access to information about the procedure for providing Services, including access to the personal account on the Contractor's Website.
- 3.4. Obligations of the Customer:
- 3.4.1. To accept and pay timely for the Services in the amount and within the terms established by the Agreement, annexes and additional agreements.
 - 3.4.2. To provide the Contractor with all necessary information about the Customer (including KYC ("KnowYour-Customer")) and supporting documents for the provision of Services.
 - 3.4.3. To inform the Contractor immediately about changes in the information about the Customer provided in accordance with clause 3.4.2.
 - 3.4.4. Do not alienate the rights and obligations under the Agreement to third parties without entering into a relevant tripartite agreement with the Contractor.
 - 3.4.5. Independently monitor the current version of the User Agreement and Offer on the Contractor's Website.

4. COMPOSITION, PROCEDURE AND TERMS OF SERVICE PROVISION

- 4.1. The Services are provided by the Contractor in accordance with the relevant Offer as well as the User Agreement.
- 4.2. The Contractor has the right to extend or change the term of the Services provision or suspend the provision of the Services if the Customer has not provided the required documents and information within a reasonable time. In this case, the Contractor sends to the Customer a notification about the extension, change of terms or suspension of the provision of the Services.
- 4.3. The date of the beginning of the provision and the cost of Services are determined by the Parties on the Website when ordering Services
- 4.4. The list, scope and end date of Services are specified in the application on the Website.

5. CALCULATIONS UNDER THE CONTRACT

- 5.1. Information about the cost of the Services provided to the Customer and terms of the payment can be found of the Website.
- 5.2. All prices under this Agreement are indicated in conventional units. One conventional unit is equal to one USD.

6. PROCEDURES FOR INTERACTION OF THE PARTIES

- 6.1. The proper manner of giving legally significant messages, including acts about the rendered services to which the deal binds civil consequences is the sending of messages by e-mail to the addresses specified in the personal account on the Website.
- 6.2. Unless the Agreement provides otherwise, the deadline for consideration of applications, notifications, notices, demands and other legally significant messages under the Agreement is 10 (Ten) working days.

- 6.3. Notifications sent by e-mail are considered as received at the moment they are sent.
- 6.4. The Parties have agreed that for the purposes of the Agreement postal, courier and other types of communication, with the exception of e-mail, cannot be used due to economic inexpediency and inefficiency, with the exception of documents sent in connection with the implementation of judicial procedures.
- 6.5. Changing the details of the communication channel is possible only by sending a notification to the Contractor.
- 6.6. The unavailability of the electronic service for providing an electronic mailbox is not a valid reason for not receiving the sent message and is not force majeure.
- 6.7. Postal and courier delivery can be used only in case of repeated ignoring of electronic notifications by the Parties.
- 6.8. The Parties confirm that they control the communication channels and perceive the information received on them as coming from an authorized person, aimed at establishing and changing obligations under the Agreement.
- 6.9. The Parties shall take measures to prevent the access of third parties to the communication channels specified in Customer's personal account and in Offer. In case of loss of control over these addresses, the Parties immediately notify each other.

7. PROCEDURES FOR DELIVERY AND ACCEPTANCE OF SERVICES

- 7.1. Delivery and acceptance of the Services are made on the basis of the Act of delivery and acceptance of services, signed by both Parties.
- 7.2. Upon completion of the provision of the Services within 30 (thirty) calendar days the Contractor shall transmit to the Customer for review and signing two copies of the relevant Act of delivery and acceptance of services or one copy via the Customer's communication channels.
- 7.3. The Customer is obliged to send the Contractor one copy of the signed Act of delivery and acceptance of services or a written reasoned refusal to sign the specified document within 3 (three) calendar days from the date of receipt of the Act of delivery and acceptance of services.
- 7.4. If the Customer submits a reasoned claim within the period specified in clause 6.3 of the Offer, the Parties shall draw up a bilateral protocol within 10 (ten) calendar days with a list of necessary improvements and deadlines for their implementation. These improvements are made by and at the expense of the Contractor. The results of this protocol are accepted by the Customer in accordance with the procedure established by the Agreement for delivery and acceptance of the Services.
- 7.5. In the event of default by the Customer of the terms listed in clauses 7.1-7.4 of the Agreement Services are considered rendered in full volume and with proper quality accepted by the Customer and payable, the Act of delivery and acceptance of services considered as signed without remarks.

8. SPECIAL CONDITIONS

- 8.1. The Contractor may suspend the provision of the Services in the following cases:
 - overdue payments by the Customer for the Services or payment are not in full;
 - the presence on the part of the Customer of illegal actions aimed at sending, publishing, transmitting, reproducing, distributing information in any way, as well as in any form using the software and/or other materials obtained through the Services, in whole or in part, protected by copyright or other rights of the copyright holder;
 - publication or distribution by the Customer of any information or software that contains codes of computer viruses or other components equivalent to them;
 - when the Contractor receives an appropriate authorized instruction to terminate the provision of services from a state regulatory or other competent authority.
- 8.2. In the event of specified in clause 8.1 of the Agreement, the contractor has the right to suspend the provision of the Service, while the Contractor is not obliged to notify the Customer of the suspension.
- 8.3. The time of suspension of the provision of the Services is not considered a break in the provision of Services and cannot be considered as a violation by the Contractor of its obligations under the Agreement.
- 8.4. The suspension of the provision of Services is carried out until the Customer fulfills the Contractor's requirements for the elimination of violations described in clause 8.1 of the Agreement and does not cancel the fulfillment by the Customer of all its obligations under the Agreement, including the obligation to pay, if applicable.
- 8.5. Upon the expiration of the Agreement the Customer reserves the right to buy out the equipment included in the SHC on prices set in the order on the Website, the Contractor at the expense of the Customer transfers to the Customer the named equipment with its current wear and tear. Address and terms of delivery are to be set by the Parties by exchanging legal notices.

9. LIABILITY OF THE PARTIES

- 9.1. The Parties shall be liable for non-performance or improper performance of their obligations under the Agreement in accordance with the current legislation of the Hong Kong.
- 9.2. Each of the Parties is solely responsible for compliance with the license legislation in relation to the hardware and software used by its employees.

- 9.3. Under no circumstances shall either Party be liable to the other Party for "indirect" damages, which include, but are not limited to, loss of income, profits, expected savings, business activity or reputation.
- 9.4. The Customer and the Contractor are responsible to each other for the correctness, reliability and completeness of the technical requirements, documents, information and other information transmitted by them to each other. If one of the Parties uses false or incomplete information received from the other Party, the first Party is not responsible for the consequences caused by its actions on the basis of the provided false information.
- 9.5. Each of the Parties is responsible for documentary confirmed real damage, the compensation of which in any case cannot exceed the total amount actually paid by the Customer according to the order made on the Website.
- 9.6. In case of delay in payment for Services, the Contractor has the right to demand from the Customer payment of a penalty in the amount of 0.5 % (Zero point five) of the unpaid amount for each day of delay.
- 9.7. The maximum amount of the Contractor's liability for improper performance of Services under this Agreement is set in the amount of the total amount actually paid by the Customer according to the order made on the Website.
- 9.8. The Customer agrees to release the Contractor from liability for claims of third parties who have signed contracts with the Customer for the provision of services that are partially or completely provided by the Customer with the help of the Contractor's Services.
- 9.9. The Customer is fully responsible for the security of their credentials and for losses or other damage that may arise due to unauthorized use of this information. Upon loss or unauthorized access to the credentials or the possibility of such a situation, the Customer has the right to send a request to the Contractor to change the credentials. In this case, the Contractor, in agreement with the Customer, blocks access to the Customer's credentials. The term of such blocking is negotiated by the Parties separately. At the same time, the Contractor is not responsible for notifying any third parties about the temporary suspension of the Customer's access to its account in the IS and for possible consequences resulting from the absence of such notification.
- 9.10. The Contractor does not control the content of information stored, published or distributed by the Customer using the Services provided, and does not bear any responsibility for the accuracy, quality and content of such information.
- 9.11. The Contractor is not responsible for the violation of the rights of third parties resulting from the Customer's actions using the Services provided by the Contractor.
- 9.12. The Contractor shall not be liable for failures in telecommunication networks that are not under the control of the Contractor.

10. FORCE MAJEURE

- 10.1. In the event of force majeure: natural disasters, earthquakes, floods, forest fires, and other circumstances of force majeure, military operations, the introduction of a state of emergency, a pandemic, regimes that restrict the movement of citizens and the activities of legal entities, the Contractor and the Customer are released from liability for failure to fulfill their obligations. Within 3 (Three) days from the date of occurrence of such circumstances, the Party affected by their influence shall notify the other Party of the events that have occurred.
- 10.2. The performance of the obligations under the Agreement in case of force majeure is postponed for the duration of such circumstances.
- 10.3. In the event of a force majeure lasting more than 6 (Six) months, the Customer and the Contractor are entitled to terminate the Agreement after making payments on the actual obligations under the Agreement.

11. DISPUTE RESOLUTION

- 11.1. If one of the Parties has reasonable claims against the other Party for the performance of obligations under the Agreement, the responsible person of one of the Parties shall state the essence of the claims no later than 15 (Fifteen) working days from the moment of the dispute. In response to the claims the responsible person of the other Party, within 10 (Ten) working days from the date of receipt of the claim, must either give a reasoned objection or indicate the time frame for eliminating the notes.
- 11.2. Disputes and disagreements arising under the Agreement or in connection with it are resolved by the Parties primarily through negotiations or the conclusion of additional agreements.
- 11.3. Pre-trial settlement of disputes under the Agreement is mandatory.
- 11.4. If there are unresolved disagreements, disputes are considered in the arbitration court at the location of the Contractor.

12. CONFIDENTIALITY

- 12.1. Each of the Parties shall keep in secret all information connected with the performance of the Agreement disclosed to it by the other Party. This confidentiality applies, among other things, to any information received by the Parties from each other in written or electronic form in the course of activities in accordance with the Agreement and containing information about the organizational structure, documents and materials for the execution of the Agreement, commercial aspects of the Agreement, market and technical development plans and other information that is exclusively confidential information of the Parties.

- 12.2. The Parties will be liable for unauthorized disclosure and use of confidential information if one of the Parties does not observe the same high degree of caution as it will observe with respect to its own confidential information of a similar degree of importance;
- 12.3. The following cases are not considered as violation of clause 11 of the Agreement:
- disclosure of information that has been authorized in writing by the other Party;
 - disclosure of information at the legal request of the competent state authorities in accordance with the current legislation of the country of residence of the Parties, or by decision of the competent court;
 - disclosure of information to financial or professional advisers of the disclosing Party provided that they undertake to maintain the confidentiality of this information.
- 12.4. The Parties undertake to use the information provided to each other exclusively in the interests of fulfilling their obligations under the Agreement and not to the detriment of the other Party.
- 12.5. The Customer clearly and unambiguously expresses his consent to the processing of his personal data provided to the Contractor (including collection, systematization, accumulation, storage, clarification, updating, modification, distribution (including transfer), depersonalization and destruction), using automation tools and/or without using such tools in accordance with the norms of the legislation on personal data.

13. TERMS OF VALIDITY, PROCEDURE FOR AMENDMENT AND TERMINATION OF THE AGREEMENT

- 13.1. The Agreement comes into force from the moment of acceptance of Offer. If none of the Parties notifies the other 14 (fourteen) calendar days prior the expiration of the Period of providing Services of their intention to terminate the Agreement due to the expiration of the term for the provision of the Services, the Agreement is automatically renewed under the same conditions and for the same period.
- 13.2. The Contractor has the right to unilaterally change the terms of the Offer. The current version of the Offer is always published on the Website.
- 13.3. The Customer has the right to terminate the Agreement unilaterally by sending a corresponding application to the Contractor. The Contractor considers the application within 10 days, after which the Parties make mutual settlements and terminate the Agreement.
- 13.4. The Contractor has the right to terminate the Agreement unilaterally by notifying the Customer 10 days in advance.

14. FINAL PROVISIONS

- 14.1. The Agreement is drawn up in two copies having the same legal force, one copy for each of the Parties.
- 14.2. Neither Party has the right to transfer its obligations under the Agreement to third parties without the written consent of the other Party.
- 14.3. Any amendments and additions to the Agreement are valid provided that they are made in writing and signed by the Parties or duly authorized representatives of the Parties. If the Parties fail to reach an agreement on changing the terms of the Contract, the Contract may be amended by the court in accordance with the procedure and on the grounds provided for by the current legislation.

15. DETAILS OF THE CONTRACTOR

EMCD Tech Limited

Address: Unit 617, 6/F, 131-132 Connaught Road West, Solo Workshops, Hong Kong
Company number: 2855638