

## **Stellar Forge Mining International Hosting Agreement**

This International Hosting Agreement (this “Agreement”) is entered into between Stellar Forge Mining, LLC registered in the states of Kansas and Missouri, United States, hereinafter referred to as the Host (“Host,” or “SFM”) and the undersigned individual or entity (“Customer,” “you,” or “your”), collectively known individually as the Party (“Party,” or together as “Parties”) conclude this agreement as follows:

### **TERMINOLOGY & DEFINITIONS**

Host – SFM is a provider of computer, server and miner colocation management services to Customers and entities seeking to mine data or cryptocurrencies by utilizing the Host’s services from its Data Center.

Data Center – (hereinafter referred to as the “DC,” “Facility,” or “Center”) is a specialized premises offered by the Host, which implements a set of solutions, technologies, and organizational processes to encompass the placement of Mining Equipment, with the provision of engineering support, connection to electricity, cooling, internal networks, and the internet. The DC is for commercial use and does not assume exclusive use by the Customer.

Customer’s Mining Equipment – (hereinafter referred to as “Customer Equipment”, “Equipment”, or “Miners”) are Customer provided devices including but not limited to the following: computers, servers, data processors, communication devices, ASICs, GPU rigs, and power supply units owned by the Customer, delivered to, and installed by the Host.

Hosting Service – (hereinafter referred to as “Hosting”) – the activities carried out during the term of the contract by the Host to provide the Customer allocation of space in accordance with technical regulations, testing, installation, configuration and within commercially reasonable efforts continuously maintain electric and network connectivity associated with manufacturer’s specification to ensure safe operation of the Mining Equipment delivered to Host (collectively, the “Services”).

Maintenance Actions – (hereinafter referred to as “Maintenance”) – Routine maintenance services that are included as part of the base hosting fees, such as occasionally rebooting Customer’s Equipment.

Repair Engineering Work – (hereinafter referred to as “Repair Work”) – Non routine maintenance such as running diagnostics on Customer’s Equipment, replacing cooling fans or repairing control board on Customer’s Equipment.

Contract Term – (hereinafter defined and referred to as “Term”) – is the twelve-month time period starting from the date of install, and for multi Terms each subsequent twelve month time period until the end of the stated number of Terms.

## **AGREEMENT**

### **1. The Subject of the Hosting Agreement**

1.1 The subject of this contract is the computer provisioning and hosting services by the Host to the Customer, the service of installing and hosting the Customer's Equipment in the DC of the Host in the manner and on the terms and conditions provided in this Hosting Agreement.

### **2. Service Characteristics**

2.1 SFM is tied to energy emergency alerts 1, 2 & 3 or any level of alert given by the SPP Regional Transmission Organization or Electrical Utility Providers to ensure safety and will comply with any mandates therein, which could affect service to customers. In the event of a declared emergency alert, should the alert exist beyond fourteen (14) days and materially impact service, please see termination Section five regarding your rights to termination under these rare events.

**Note:**

Electrical uptimes in the territory that governs this agreement has been at 99.97%

2.2 Upon execution of this agreement a Reservation Fee in the form of credit card, wire transfer, ACH, or in some cases stable coins will be required from the Customer, based upon the electrical consumption of the Customer's Equipment, and applied to your first and last month in advance for necessary internal energy planning; and the Termination provided in Section 6 of this Agreement.

### **3. Rights and Obligations of the Parties**

#### **3.1 The Host undertakes:**

3.1.2 Organize and provide the Customer with Hosting in accordance with technical regulations and rules within the terms provided by the Hosting Agreement.

3.1.3 Host shall receive and test Equipment, allocate rack space for Customer's Mining Equipment, install services, electrical power connection, infrastructure, network connectivity, and technical support (collectively, the "Hosting Services"), for the Term of the agreement.

3.1.3 In the event of a Customer sending their own Equipment upon receipt of Customer's Equipment at the DC, Host shall perform commercially reasonable testing in accordance with industry merchantability and notify Customer of any defects or malfunctions with Equipment. Host shall not be liable for any defects or malfunctions in Customer's Equipment or for failing to identify any hidden defects during installation or testing.

3.1.4 Host shall ensure the operational and technical expertise of the engineers in the DC to perform Maintenance Actions as Host deems necessary or desirable with respect to the Facility owned or leased by Host in which Customer's Equipment is located. Host reserves the right, in its sole discretion, to determine if a certain type of maintenance or repair is routine. Customer acknowledges and agrees that performing such Maintenance may cause the network to be temporarily inaccessible and the Services temporarily unavailable to Customer. Host will use

commercially reasonable efforts to conduct Maintenance in a manner to avoid or minimize the unavailability of the Services. If Maintenance is known and expected to interrupt the availability of Services, Host may give Customer notice via email prior to conducting such Maintenance, identifying the amount or anticipated duration of the Maintenance.

**Note:**

Network downtime this last year has not exceeded 6 hours.

3.1.5 Host shall monitor Customer's Equipment and may contact Customer if any of Customer's Equipment is not operational. If Customer identifies Equipment not performing or operating to manufacture specifications, Customer must submit a support ticket via the Help Center: [support.stellarforgemining.com](mailto:support.stellarforgemining.com) each request will be assigned a ticket number and all communication around the request will be handled through Stellar Forge Mining's ticketing system.

3.1.6 At Customer's request, Host shall perform Non-routine Maintenance, Diagnostics, and Repair Engineering Work on Customer's Equipment. The response time for Repair Work shall be based upon available resources at the time of Customer request. Any Customer Equipment needing Repair Work or replacement parts deemed necessary by Host shall be as agreed by the Parties prior to making additional purchases in such context. Customer will incur costs of Repair Engineering Work at \$95.00 per hour for the duration necessary to repair Equipment (support "Time"), plus costs of any necessary parts needing replaced on Customer's Equipment (the "Materials"). Host has the right to charge Customer a fee determined by the Host (see example Cost Equation A) for the time and materials required to repair Customer's Equipment.

**Cost Equation A:**

Cooling Fan Replacement to Customer's Equipment

\$30.00 (New Cooling Fan) + \$23.75 (15 Minutes Support Time to Repair Equipment) =  
\$53.75 (Total Fee Amount)

3.1.7 The Host will uphold an adequate service support levels with commercially reasonable response times.

3.1.8 Due to the nature of Mining Equipment hosting, no access to the physical location shall be granted. All duties that need performed around the machine shall be completed by the DC staff.

3.1.9 Inform the Customer about any emergency situations that make it difficult to receive the Services. To eliminate accidents within the Host's area of responsibility and their consequences in the DC.

3.1.10 Take all available measures for the safety of the Customer's Equipment.

3.1.11 Maximize uptime and performance. While our DCs experience an uptime of more than 97%, the Host cannot provide a guarantee for the performance of the Customer's Mining Equipment or network connection that is provided by third party providers to the DC.

**3.2 The Customer undertakes:**

3.2.1 Customer has, or shall promptly, deliver the Equipment listed on Hosting Invoice attached hereto (the “Customer’s Mining Equipment”) to Host. Transfer of any Miners and Equipment to the Host in good working order. Technical testing will be made on arrival – and any faults or necessary missing and required power cables needed for connecting Customer’s equipment to the specific location’s power service will be noted and added as an Addendum to the first Hosting Invoice.

3.2.2 Timely payment for Hosting Services as defined in Section 4.1.

3.2.3 Customer must always comply with the laws, regulations, and rules of any applicable governmental or regulatory authority, and ordinances that apply to Customer’s Mining Activities.

3.2.4 Customer is responsible for all tax, accounting, and financial obligations that result from Mining Equipment activities, including any applicable importation and exportation taxes for Mining Equipment.

3.2.5 Customer is solely responsible to provide information to the Host in the form of written communication, giving explanations and providing any other additional information that the Host may need or is required to provide the Hosting Services.

### **3.3 The Host has the right to:**

3.3.1 Receive from the Customer the required information necessary to fulfill the terms of the Hosting Agreement.

3.3.2 Disconnect the Customer’s Equipment in the event of a missed and or delay of Customer’s payment for Hosting Services for more than 5 (five) business days, while the obligation for payment is preserved.

3.3.3 Hold the Customer’s Equipment until any outstanding financial obligations or debt is fully paid.

3.3.4 Notify the Customer within 24 hours from the time a service malfunction is detected by Host.

3.3.5 Disconnect, cancel the contract without penalty, and return the Equipment directly to the Customer should laws change surrounding the Hosting of Mining Equipment and devices.

3.3.6 Transfer the liability and cost incurred for any illegal activity completed by the Customer, with Customer’s Equipment to the Customer.

### **3.4 The Customer has the right to:**

3.4.1 Monitor the progress of the Host’s rendering of the Hosting under this Hosting Agreement.

3.4.2 Address to the Host all issues relating to the conditions and quality of the Hosting Services provided. If Customer identifies Equipment not performing or operating to

specifications, Customer must submit a support ticket via the Help Center: support.stellarforgemining.com. Each request will be assigned a ticket number and all communication around the request will be handled through Stellar Forge Mining's ticketing system.

#### 4. Rate Amount and Payment Terms for Hosting Services

4.1 The amount of payment (the "Hosting Service") is determined according to the combined costs of electricity, infrastructure and management fee defined and includes:

- Costs of providing the Miners with power.
- Costs of internet connection and use of communication channels.
- Physical and technical security of the DC (video surveillance, limited physical access).
- Ensuring optimal climate.
- Services for placing Customer Equipment in specialized racks.
- Insurance coverage for damages caused by fire, water, and theft.

**Excludes:**

- Installation costs if Customer's Equipment has not been purchased through Host and is delivered by Customer to the Host.

4.2 The costs in Section 4.1 can be changed by the Host unilaterally: at the end of any term, provided Host is obligated to notify the Customer - not earlier than 1 calendar month - before the new cost of services comes into effect.

4.3 The all-in base rate of the contract is established, as indicated on **Exhibit A** attached hereto. Should there be additional adders from the utility company, due to changes with service distribution costs, or upstream policy or material changes that are enacted by third parties, unknown by SFM at the time of signing, the Customer will be subject to any additional charges and penalties stated by such parties.

4.4 Customer is responsible for all taxes, including, without limitation, sales, use, transfer, privilege, excise, consumption, and other taxes, fees, duties, governmental assessments, impositions, and levies, related to the provision of Hosting Services.

4.5 Host will invoice, via electronic communication, Customer for all Hosting Services monthly after start date, one month in advance to power Customer's Equipment. Host may calculate invoice charges based on actual power consumption of Equipment.

4.6 Customer shall pay all invoices in advance, no later than five (5) days after the invoice is received by the Customer. In case of delay in payment, the Host reserves the right to disconnect Services or redirect the mining capacity of the Customer's Equipment until payment is fulfilled.

4.7 Repairs: In the event any one (1) or more of the Customer's Equipment becomes non-functional, Host will inform Customer about any repair options and cost estimates after Host's inspection. If Equipment can be repaired and Customer orders Host to do so, these Repair Work services and replacement parts will be charged prior to rendering the service.

4.8 In the case of settlements for the incomplete month of the provisioning of the Hosting Services, their cost is calculated from the actual number of days of the provision of the Hosting, with the month being taken as equal to 30 (thirty) days.

4.9 The following payment methods are accepted: Debit and Credit Card / ACH Bank Transfer.

4.10 Customer grants host a security interest in all customer's equipment in host's possession, now or at any time hereafter, in order to secure the timely performance of this agreement by the Customer; and to secure the payment of all invoices, charges, and costs of the Customer.

## 5. Responsibility of the Parties

5.1 The Parties are responsible for non-fulfillment or improper performance of the terms of this Hosting Agreement in accordance with the current legislation of the Host's country.

5.2 The Host is not liable for lost opportunities for any reasons outside of the Hosting Agreement.

5.3 The Host shall not be liable for temporary interruptions in the operation of the Customer's Equipment caused by reasons that do not depend on the actions or inaction of the Host, including those caused by actions of third Parties, suppliers providing the connection of the Equipment to the electric power and communication networks, the actions of state bodies, as well as natural disasters and other circumstances of Force Majeure.

5.4 The Host will protect all data connected to the Customer in line with the Host's Privacy and GDPR Policy.

## 6. Term and Termination

6.1 This Hosting Agreement is for a period not less than 12-months. The term of the Agreement begins on the date the Customer's Equipment is installed by Host (the "Install Date"). The term of this Agreement becomes binding upon signature which Term becomes active from the Install Date to the completion of the full Contract Term, as defined on page 1 (the "Contract Term") and further hereunder.

### **For example:**

The Agreement indicates an estimated start date of 8/15/2022 and an estimated end date of 8/15/2023, and the Customer's Equipment is installed on 8/20/2022, then the full Contract Term will become active and shall bind the equipment to an 8/20/2022 start date with an 8/20/2023 end date.

6.2 At the end of the full Contract Term, this Agreement shall renew automatically for one additional term equal to the length not less than 12-months (the "Renewal Term"), and together with the initial Contract Term until the termination of this Agreement as set forth in this Section 6.

### 6.3 Contract Termination

#### 6.3.1 Termination by Host:

Host may terminate this Agreement at will immediately following written notice to Customer if Customer fails to make any payment(s) due pursuant to this Agreement; violates or fails to perform or fulfill any covenant or provision of this Agreement; and any such matter is not cured within ten (10) days after notification is made to the Customer by Host; or enters into sale or merger with another person, corporation or entity, financial insolvency, bankruptcy, or dissolution, unless approved in advance by Host each (a "Default").

#### 6.3.2 Termination by Customer:

Customer may terminate any or all Hosting Services if Customer provides Host with written notice of non-renewal at least sixty (60) days before the end of the Term; or Customer pays a termination fee in the amount of \$40 per unit, per month for one hundred percent (100%) of the Term.

6.3.3 Termination of this Hosting Agreement does not exempt the Parties from fulfilling their existing obligations to each other, including any and all outstanding balances due.

#### 6.3.4 Effect of Termination:

If this agreement is terminated (as defined in this Section 6.3), and provided the Customer is current on all amounts due to Host, Host shall return Customers Equipment to the Customer. Shipping and handling costs shall be paid by the Customer to Host in advance of return. Risk of loss during shipping shall be borne by Customer.

If after termination of this Agreement, the Customer does not provide return instructions and/or fails to pay all amounts then owed to the Host within fifteen (15) days of termination, the Host reserves the right to sell or retain possession of; reconfigure for Host's use; store at Customer's expense or remove and dispose of, all or any portion of the Customer's Equipment without any cost, obligation, or liability of the Host to the Customer.

## 7. Procedure for Resolving Disputes

7.1 Disputes and disagreements arising in the performance of this Agreement are resolved through negotiation.

7.2 If it is not possible to resolve disputes by negotiation, disagreements shall be resolved in court residing within the State of the Host, at the cost of the Customer.

## 8. Circumstances of Force Majeure

8.1 Defined. The term "force majeure" as employed herein shall mean acts of God, changes in local, state, or federal government laws or regulations making the performance of this contract impossible, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, storms, floods, washouts, arrests and restraints of government and people, civil disturbances, explosions, breakage in electrical equipment, freezing, and failure or accidents to electrical machinery or lines or any other cause whether similar or dissimilar to the foregoing that is beyond the affected party's reasonable control.

8.2 If a party herein is rendered unable, wholly or in part, by force majeure to carry out its obligations under this Agreement, it is agreed that upon notice and full particulars of such force majeure event in writing to the other parties, as soon as feasible after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused and such cause shall as far as possible be remedied with all reasonable dispatch.

8.3 A party suffering an inability to perform due to force majeure shall give written notice with full particulars of the event of force majeure in writing to the other party as soon as feasible after the force majeure event occurrence and such party's efforts to overcome such event. A suffering party shall use

commercially reasonable efforts to overcome such event. If a party is unable to perform due to force majeure for fourteen (14) days, any other party may terminate this Agreement by written notice to all other parties, without liability to any other party; except for any outstanding balances due.

8.4 In the event of an extended period of fourteen (14) days or more of non-performance or delay in execution is caused by force majeure circumstances as defined in Section 8.1, the Customer reserves the right to request this contract be terminated by agreement of both Parties; and the Host reserves the right to terminate the contract, effective immediately, without liability to any other party.

8.5 The burden of proving the existence of the circumstances specified in this Section 8 rests with the Party that has not fulfilled its obligations.

## **9. Final Provisions**

9.1 The invalidity of one or more clauses of this Hosting Agreement shall not entail invalidity of the contract as a whole.

9.2 This Hosting Agreement is made in two copies, one for each Party. Both copies have equal legal force.

9.3 The Parties allow the exchange of copies of the contract, annexes and attachments to it, invoices, notices, claims, accounting and other documents by email or other electronic communication means. Correspondence by email has the power of a simple electronic signature and is equivalent to paper documents with personal signatures of the Parties.

9.4 The Parties undertake to maintain the confidentiality of credentials for access to e-mail and other electronic means, involved in communication, and not transfer them to any third-party without the prior written consent of the other Party.

9.5 Neither Party may assign this Agreement or resell the services, or sublicense or sublease the services without the prior written consent of the other Party.

9.6 In the event Customer's Equipment is being removed from service, for any reason, if shipment is not arranged for Customer's Equipment to be removed from DC within thirty (30) days from the date of service end, a fee of up to \$25 per Customer Equipment unit quantity, per month will be charged and invoiced to the Customer for Host storage.

9.7 If shipping of Customer Equipment is required, the Customer will provide Host with shipping labels, commercial invoices, and any required brokerage documentation and/or accept the shipping and insurance charges, including any applicable lift gate fees, customs fees, import duties, taxes and related fees known at the time of shipment or charges after the fact. A handling fee of up to \$20 per Customer's Equipment unit quantity that Host is required to prepare for shipping.

9.8 Any notices required to be delivered hereunder must be in writing and may be delivered or sent using electronic communications or delivered via courier service. If delivered in person via courier service or with U.S. Postal Service, notices shall be delivered to the addresses indicated below until such time as either party informs the other in writing of a change:



If to Customer:

HF Solutions Inc

c/o Local Agent Services LLC, at 256 Chapman Road, Suite 105

Newcastle

Newark-Delaware (USA) 19702

If to Host:

Stellar Forge Mining

7500 College Blvd #500

Overland Park Ks, 66210

**Signatures may be signed and exchanged electronically:**

STELLAR FORGE MINING:

Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CUSTOMER:

Representative: \_\_\_\_\_

DocuSigned by:  
*Dr. Francesco Madonna*  
63A24DF80A8F424...

Name: Dr. Francesco Madonna

Email: business@heliosfund.io

Date: 12/10/2022

**EXHIBIT A:**

**HOST START DATE & TERM:**

Start Date: EST 12/30/2022 \_\_\_\_\_

End Date: EST 12/30/2024 \_\_\_\_\_

Contract Term(s): 1 Term (24 Months) \_\_\_\_\_

**ACCOUNTING REFERENCE:**

Invoice: SFMW# 0015809 \_\_\_\_\_

Billing Info: 0.075 kw/h base rate \_\_\_\_\_

**EQUIPMENT TO HOST:**

See Invoice for units.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NOTES:**

Estimated install date. Date will be  
~~determined once signed and funds are~~  
received for queue number.  
\_\_\_\_\_  
\_\_\_\_\_

**Certificate Of Completion**

Envelope Id: 77CAECA4C20C4007ABA1D2A4A7097010	Status: Sent
Subject: Please DocuSign: Hosting Agreement V321082022 (1).pdf	
Source Envelope:	
Document Pages: 10	Signatures: 1
Certificate Pages: 1	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Jacob Wagner
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	10580 S MILLSTONE DR
	nil
	OLATHE, KS 66061
	jwagner@stellarforgemining.com
	IP Address: 172.226.142.69

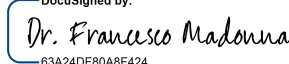
**Record Tracking**

Status: Original	Holder: Jacob Wagner	Location: DocuSign
12/9/2022 5:10:49 PM	jwagner@stellarforgemining.com	

**Signer Events**

Dr. Francesco Madonna  
 business@heliosfund.io  
 Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
 63A24DF80A8F424...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 93.36.218.1

**Timestamp**

Sent: 12/9/2022 5:13:12 PM  
 Viewed: 12/9/2022 5:31:44 PM  
 Signed: 12/10/2022 4:40:37 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Michael Cantu	Sent: 12/10/2022 4:40:39 PM
mcantu@stellarforgemining.com	
Security Level: Email, Account Authentication (None)	

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/9/2022 5:13:12 PM
Payment Events	Status	Timestamps