

V1.5.24

Special terms and conditions

**ASIC SHARING** 

§ 1

The buyer expressly and unconditionally agrees to the following terms and conditions by purchasing the product "ASIC SHARING PROGRAM" according to § 2 from :

**PPK Technology Group LLC** 

**Georgia Kutaisi City** 

Avtomshenebeli street, N88. (Plot NO1/298)

§ 2

The buyer purchases the respective package according to the current description on the website of the company or its partner companies.

§ 3

The buyer makes a one-time payment by credit card, invoice, or cryptocurrency accepted by the company for one or more Packages of the buyer's choice. The package is activated by the company upon successful payment and receipt by the company.

By purchasing, the buyer acquires a share of the computing power of the existing network infrastructure, which is used by the company to mine various cryptocurrencies.

§ 4

The buyer will receive a monthly statement of profits calculated on the basis of his package and converted into euros, as well as a share of the profits generated by the shared network.

The buyer neither has the right to the payment of the cryptocurrencies generated by the network, nor to a statement of the earnings in the mining pool, nor to an individual statement to prove the calculation of the earnings.

§ 5

Payment shall be made to the Customer no later than the 10th calendar day of the following month in accordance with the terms and conditions of the Package. After the purchase of the package, the first payment is made pro rata temporis according to the date of purchase.

This is provided that the selected package has been paid for and the Customer has provided the information required to process the payment and to comply with anti-money laundering regulations.

The customer shall be solely liable for any damage caused by delayed or omitted provision.



V1.5.24

§ 6

The company will transfer the buyer's share on a monthly basis from the buyer's account to the buyer's bank account in EUROor to the buyer's wallet in USDT, if he purchased his package via Crypto Currencies.

If the client is a registered Trust Account user, his payouts will be processed to his TRUST Account.

Calculating is done according to the following formula:

((Purchase Price / 180 /30) \* BANKDAY (30 or per temporis rata)) + (Purchase Price / 100 / 30) \* BANKDAY (30 or per temporis rata)) \* Income defined by the company = Amount paid out

§ 7

The company shall pay all bank charges and commissions of the company's bank and the buyer shall pay all bank charges and commissions of the buyer's bank. Correspondent banking fees are paid by the buyer.

§ 8

The time of payment is the date on which the amount to be paid is transferred to the company's account in accordance with the bank documents.

§ 9

The contractual relationship shall be effective from the date of receipt of payment and shall be valid for a period of 180 calendar days from the date of its entry into force. The Lump Sum Agreement will automatically terminate after 180 calendar days. Upon the expiration of this Agreement, all claims of the buyer for further payments from the company will cease.

§ 10

The Lump Sum Agreement may be terminated by either party upon thirty (30) calendar days written notice to the other party if the other party commits a Material Breach. For purposes of this Agreement, "Material Breach" means any breach of the terms of the Agreement that a party fails to cure within thirty (30) calendar days after receipt of written notice from the other party, the gross negligence or willful misconduct of a party, or the insolvency, liquidation or bankruptcy of a party.

§ 11

If and when this Agreement expires or is terminated pursuant to any of the foregoing provisions, the company shall not be liable to the buyer or any of the buyer's employees for any compensation or



V1.5.24

damages of any kind, whether for loss of present or future sales, investment, compensation or goodwill of the buyer or any of the buyer's employees.

buyer, for itself and on behalf of all of its employees, hereby waives any rights it or they may have under applicable law or otherwise that are not granted to it or them by this Agreement.

buyer shall only be entitled to a refund of the purchase price in the event of early termination of the Agreement. Amounts already paid will be deducted:

Purchase Price - Total Payments = Refund Amount

#### § 12

In the event the company is relieved of its obligations to the buyer under this Agreement, the company may at any time terminate this Agreement by paying to the buyer an amount equal to the Package Price under the Package Agreement. Any payments already made will be taken into account. There is no entitlement to income:

Purchase Price - Total Payments = Refund Amount

## § 13

The company grants the following guarantee in case of full and faultless performance of the contract by the buyer:

The company undertakes to reimburse the difference if the cumulative amount of monthly payments to the buyer is less than the purchase price of the Package. The calculation of the amount of the refund will be in accordance with the scheme below:

Purchase Price - Total Payments = Refund Amount

Within 20 working days from the date of the buyer's claim, the guarantee will be verified, settled and paid.

#### § 14

The buyer acquires no ownership or usage rights to the shared network ASICS. In accordance with the terms and conditions of the Package, the buyer acquires only the right to a share in the Shared Network obtained through the ASIC. The buyer does not have the right to give instructions or to decide about sites, operations or charges. Employees, operators or customers of the company have no right to give instructions.

## § 15

The company is responsible for the operational and administrative operation of the ASICS. The company may, without the buyer's consent, engage service providers, operators and other third parties for this purpose.



V1.5.24

The company does not assume any liability or responsibility for the success of the business venture. The buyer is not guaranteed any sales or profits.

buyer expressly disclaims any and all liability for any loss or damage resulting from operating the ASIC Network.

#### § 17

Compliance with applicable tax and other laws in the buyer's home country is the sole responsibility of the buyer. The company specifically states that income from this contract is generally subject to income tax.

#### § 18

The buyer agrees (a) to use all Confidential Information only to the extent necessary to enable the buyer to value the "Block of Shares" acquired by it in monthly units; (b) not to disclose or make available any Confidential Information to any person or entity without the prior written consent of the company; and (c) not to copy or reproduce any of the Confidential Information. Ownership of all right, title and interest in and to the Confidential Information shall at all times remain with company, and nothing in the Package Agreement shall give buyer (or any other person or entity) any right, title or interest in or license to such Confidential Information.

#### § 19

Communications and notices under this Agreement shall be in writing and shall be deemed duly given if delivered personally (with proof of receipt) or one (1) business day after delivery by a recognized overnight delivery service or upon transmission if sent by electronic mail (with proof of receipt). Notice to each party shall be given in the following manner:

if to the company, to: member@minercontrol.de

if to buyer, to the e-mail address provided in the purchase process.

Either party may, by giving the other party at least five (5) days prior written notice, designate a different address for delivery of notices.

### § 20

The buyer hereby agrees that the company may deliver any and all notices, financial statements, tax returns, valuations, reports, reviews, analyses or other materials and all other documents, information and communications relating to the affairs of the company, including, without limitation, information relating to the Purchase, required or permitted to be provided to the buyer under the Agreement or hereunder by electronic mail or by posting on an electronic message board or by any other means of electronic communication. The buyer, by entering into the Package Contract, agrees to receive all documents, notices, disclosures, contracts and agreements arising under the Contract or relating in any way to the buyer's rights, obligations or services.



V1.5.24

If one or more of the provisions of these Special Terms of Service is or becomes void, illegal or unenforceable, the remaining provisions of these Terms of Service will remain valid, legal and enforceable.

#### § 22

Neither party shall have any liability for any failure to perform its obligations under the contract, whether in whole or in part, due to acts of God, including but not limited to fires, floods, earthquakes, and other natural catastrophes, labor disputes, military actions, or acts of any governmental authority which directly forbid or limit any of the activities contemplated by the contract. In this case, for the entire duration of the above-mentioned events, the deadlines for the performance of the obligations of the parties shall be extended.

The party that is unable to perform its obligations under this Agreement shall notify the other party in writing by registered letter of the beginning and/or end of the events of force majeure.

Each party reserves the right to refuse to perform its obligations under this contract if the duration of such events exceeds 3 (three) months.

#### § 23

With respect to any claim under the Arbitration Clause, the parties acknowledge that they do not have the right to litigate such claim. The parties hereby knowingly and voluntarily waive their right to litigate any such claims in any court.

The place of jurisdiction shall be the registered office of the company. The United Nations Convention on Contracts for the International Sale of Goods is excluded from applying.

This Agreement shall be governed exclusively by the laws of the state in which the corporation's headquarters are located.

#### § 24

BUYER ACKNOWLEDGES THAT NO GOVERNMENTAL REGULATORY AUTHORITY HAS NOT REVIEWED, APPROVED OR DISAPPROVED THE PURCHASE CONTEMPLATED BY THIS AGREEMENT.

BUYER ACKNOWLEDGES AND AGREES THAT IT MUST RELY ON ITS OWN INVESTIGATION OF THE COMPANY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS, IN MAKING ITS DECISION TO PURCHASE. THERE ARE NO GUARANTEED RETURNS OR PROFITS TO BE MADE.

IT IS UNDERSTOOD BY THE BUYER THAT THERE IS A RISK OF LOSS.