

Hosting Agreement

INVOICE_No: XXXXXXXXX

Date: 2025-XX-XX

This Hosting Agreement (the “**Agreement**”) is made and entered into [2025-02-13] (the “Effective Date”) by and between [Sunrays International Group Ltd] (the “Host”), and [miner jowo] (the “Customer”). The Host and the Customer shall be referred to herein either individually as a “**Party**” or collectively as the “**Parties**”.

Recital

Whereas, the Host manages a certain data center operation located in [miner jowo] (the “**DC**”);
Whereas, the Host agrees to provide the Customer with hosting services (the “**Hosting Service**”) with respect to its equipment (the “**Equipment**”) in DC; and the Customer shall pay the hosting fee (the “**Hosting Fee**”) to the Host in accordance with this Agreement.
NOW THEREFORE in consideration of the promises herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree on the terms and conditions contained in this Agreement.

1. Definitions

Agreement shall have the meaning given to it in the first paragraph of this Agreement.

Applicable Law means law, regulation, binding code of practice, rule or requirement of any relevant government or governmental agency, professional or regulatory authority.

Business Hours means 9:00am to 5:00pm ET on a Working Day.

Confidential Information shall have the meaning given to it in Section 9.

Customer shall have the meaning given to it in the first paragraph of this Agreement.

Host shall have the meaning given to it in the first paragraph of this Agreement.

Effective Date shall have the meaning given to it in the first paragraph of this Agreement.

Equipment shall have the meaning given to it in the Recitals of this Agreement.

Force Majeure and Force Majeure Event shall have the meaning given to it in Section 8.

Hosting Fee shall have the meaning given to it in the first paragraph of this Agreement.

Hosting Services shall have the meaning given to it in the first paragraph of this Agreement.

Installation Services shall have the meaning given to it in Section 4.

Intellectual Property shall have the meaning given to it in Section 7.

Major Event shall have the meaning given to it in Section 5.

Party or Parties shall have the meaning given to them in the first paragraph of this Agreement.

Shipment means a number of units of Equipment to be delivered by Customer to Host for installation at DC.

Working Days means Monday to Friday inclusive, but excluding public holidays in the country where the Hosting Services are being provided.

2. Effective Date; Term

2.1 This Agreement is made and entered into by and between Host and Customer and shall be

construed to be effective as of the Effective Date, regardless of when it may be signed by the Parties.

2.2 This Agreement shall commence on the Effective Date and shall have an initial term of [12] months unless otherwise terminated in accordance with Section 12.

2.3 This Agreement may be renewed by mutual consent of the Parties in accordance with Section 12.4.

3. Hosting of the Equipment

3.1 The Equipment of the Customer shall be hosted at [XXXXXXXXXXXXXXXXXXXX] in accordance with this Agreement and any other appendices subsequently added to this Agreement by mutual consent of the Parties.

3.2 The amount and specification of Equipment shall be mutually agreed upon by the Parties. The Equipment may be delivered and installed in multiple shipments, as agreed by the Parties, with the delivery schedule contingent upon the availability of space and resources at the DC.

3.3 All Parties agree that the provision of the hosting of Equipment does not constitute a lease of any real estate but, instead, constitutes the grant of a non-transferable, revocable (under the terms set out herein only) license to use space at the DC by Customer subject to the terms of this Agreement.

3.4 The Host shall assist Customer with removal of the Equipment upon termination of this Agreement in accordance with Section 12.

4. Hosting Services

The Hosting Services shall consist of below:

4.1 Installation Services. Host shall provide the proper installation of the Equipment in the DC (the “**Installation Services**”). Customer shall have a right to dispatch its own personnel to oversee installation works.

4.2 Maintenance Services. Host shall provide all applications, systems, space, information technology infrastructure or functions necessary to host the Customer’s Equipment in working order. Maintenance shall not include repairs arising from Customer misuse, unauthorized modifications, or any other external event beyond the control of the Host.

4.3 Physical Security. Host shall provide reasonable and customary security at the DC including but not limited to security systems, security cameras, security personnel and other security items or procedures. These measures will align with industry standards but do not guarantee absolute protection against all risks.

4.4 Electrical Service. Host shall procure that the local utility provider, or other third party, shall provide electrical service on their terms and conditions. The Host shall bear no liability for any interruptions or fluctuations in electrical service arising from actions or omissions of the Customer or any other third party.

4.5 Network Service. Once the Equipment arrives at the DC, Host shall provide Internet connections sufficient to operate the Equipment and provide the Hosting Services. The Host does not warrant or guarantee uninterrupted network service and shall not be liable for any disruptions

arising from external factors, including but not limited to, cyberattacks or failures of upstream providers.

4.6 Ambient Cooling and Ventilation. Subject to unexpected weather, which is beyond the control of Host, Host shall use its best efforts to provide sufficient ambient air flow and filtering, such that air supplied to the Equipment will be consistently maintained at a temperature within the operating temperature specifications of the Equipment. The Host shall not be held liable for any deviations from the specified temperature ranges caused by unforeseen weather conditions or other circumstances beyond its reasonable control.

4.7 Technical Support. Host shall provide sufficient personnel to install and commission Equipment and ensure it is in working order after initial installation. Additionally, Host shall, at Customer's option, provide minor repairs of the Equipment in accordance with Host's standard operating procedures and/or provide for Shipment of Equipment to a location designated by Customer for repairs if such repairs are beyond the capability of Host personnel (as determined by Host in its sole discretion); provided, that any costs and/or expenses incurred by Host in connection with any such repair(s) and/or Shipment(s) shall be the responsibility of Customer and shall be added to the next invoice issued to Customer by Host hereunder.

4.8 Data and Network Security. Host shall take all practical and customary means to prevent unauthorized access to the Equipment and the network, which shall consist of, but are not limited to, hardware and software measures such as firewalls. However, the Host does not warrant against all potential security breaches, including but not limited to, those arising from Customer-provided software or external factors beyond the Host's control.

5. **Obligations of the Host**

5.1 Host shall use commercially reasonable efforts to make the Services available, avoid unscheduled power and network downtime, and provide the level of support and professional services described in this Agreement.

5.2 Host shall continually monitor the DC for any problems or faults in its provision of the Services. Host shall inform Customer as soon as practicable (via email or telephone) should an event occur that has, or is anticipated to, cause a major disruption in the provision of the Services or the operation of the Equipment (major facility issues, explosions, fire, flood, accidents, theft, power or cooling failure) (a "**Major Event**"). Host shall notify Customer of any Major Event as soon as practicable.

5.3 The Host shall ensure the availability of a qualified engineer at the DC to work on the Customer's Equipment. The Host shall provide the Customer with at least two (2) days' prior notice before disconnecting the Customer's Equipment, except in emergency situations where immediate action is necessary.

5.4 The Host shall not be liable to the Customer for any damages or losses related to the Equipment, except where such damages or losses are directly caused by the Host's intentional misconduct or negligence. Furthermore, the Host disclaims any liability for the following events or activities, including but not limited to:

- a. Downtime resulting from actions or omissions of the Customer or any third parties;
- b. Interruptions or failures of the Hosting Service caused by the Customer, the Customer's employees, or any third parties, including but not limited to misconfigurations by the Customer, third-party software issues, resource abuse or overutilization, hacked servers, cyberattacks, exploits, or failures in Customer Equipment.
- c. Interruptions or failure of Hosting Service arising from connectivity services provided to Customer by a third party.
- d. Incidents or inquiries determined, upon investigation, to be outside the responsibility of the Host..
- e. Bugs or defects within applications, whether pending resolution, scheduled for upgrade, or awaiting approval, regardless of whether they originate from third-party providers or the Customer's in-house development.
- f. Infringement of third-party proprietary rights by the Customer.
- g. Willful misconduct or violations of applicable law by the Customer.
- h. The implementation of emergency measures essential to maintaining service performance, including but not limited to critical patch updates.
- I. The confiscation of Equipment by judicial authorities in accordance with applicable local laws and regulations.

6. Hosting Fees

1. In consideration for all the Hosting Services provided hereunder, the Customer shall make a monthly payment to the Host amounting to [0.070] USD/KW(electric fee) and Line Loss Charges Rate:[3%]. One Time Fee of [20] USD/UNIT (Insertion Fee), [20] USD/UNIT (Removal cost) .

And full and timely pre-payment deposit of 30 days of electricity charges for the hosted miner must be made.(It's XXXUSD and saying that is 1Unit xX X X X X X X X calculated based on the above costs, total amount is XXXUSD as pre-payment)

The monthly hosting fee is charged at the end of each month based on actual electricity consumption.

6.2 Customer is responsible for paying all taxes, fees, or assessments and other charges imposed on Customer by any governmental agency that may result from this Agreement, or any of the activities contemplated hereunder.

6.3 The Host shall issue an invoice to the Customer for the Hosting Fee on the[10th] day of each calendar month. The Customer shall remit payment in full within five (5) days of receiving the invoice. In the event of the Customer's failure to pay the Hosting Fee as stipulated, the Host shall be entitled to claim liquidated damages at a rate of [5]% of the total outstanding amount for each day of delay, accruing until the Customer fulfills all payment obligations under this Agreement.

6.4 Due to the price of the whole network currency falling below the shutdown price, customers need to use a minimum of 60% of the total electricity consumption of the current custody to start up.

7. Ownership and Intellectual Property

7.1 As between the Parties, each individual Party is the owner of all intellectual property in the software, hardware and other applications/technical data provided by that Party (**“Intellectual Property”**). Host and Customer each respectively grant, or will procure the grant to the other, of a license to use the Intellectual Property owned by the other and which the other needs to use for the purpose of the Services during the term of this Agreement.

7.2 Each Party shall defend and indemnify the other Party for amounts payable to a third party for infringement of that third party’s intellectual property resulting from use by that Party in accordance with this Agreement. Each Party shall defend and indemnify the other Party for amounts payable to a third party for infringement of that third party’s intellectual property resulting from executing this Agreement.

8. Force Majeure

1. The term **“Force Majeure”** or **“Force Majeure Event”** means an event beyond the reasonable control of the affected Party that occurs without the fault or negligence of the Party. Force majeure events shall include but will not be limited to an act of God, fires, explosions, earthquakes, drought, tidal waves, floods, hurricanes, other extreme weather, natural disaster, war, hostilities, invasion, embargo, rebellion, revolution, ionizing radiation or contamination by radio-activity from any nuclear fuel or waste, riot, commotion, strikes, act of terrorism.

2. A Party claiming a Force Majeure Event must use its commercially reasonable efforts to remove, overcome or minimize the effects of that Force Majeure Event as quickly as possible.

8.3 If a Force Majeure Event continues for more than thirty (30) days, either Party may terminate this Agreement by giving at least twenty (20) days’ notice to the other Party.

9. Confidentiality

1. The Parties acknowledge that, in the course of this Agreement and performing its duties in connection with this Agreement, a Party may obtain information about another Party that is of a confidential and proprietary nature (**“Confidential Information”**). Such Confidential Information includes, but is not limited to, this Agreement, trade secrets, know-how, inventions, development plans, techniques, designs, processes, programs, software, schematics, software source code/documents, data, customer lists, financial information, prices, costs, sales and marketing plans, or any other information which any Party knows or reasonably ought to know is confidential, proprietary or trade secret information of another Party.

2. Each Party shall at all times, during the term of this Agreement and for

three (3) years following termination of this Agreement, maintain in the strictest confidence and trust all such Confidential Information, and shall not use such Confidential Information other than in the course of its duties and as expressly authorized by the disclosing Party under this Agreement, nor shall any Party disclose any such Confidential Information to any third party without the disclosing Party's prior written consent.

9.3 Each Party shall disclose such Confidential Information only to its employees, agents, and professional advisors who have a need to know such information in connection with the performance of such Party's duties under this Agreement. Each Party shall indemnify the disclosing Party for all damages suffered by such Party in the event of wrongful disclosure of such Confidential Information.

10. Representation, Warranties, and Indemnifications

10.1 Each Party represents and warrants that this Agreement is authorized by all necessary action on its part (whether corporate, governmental, contractual or otherwise), and that it is otherwise able to execute or undertake the obligations in this Agreement. Such Party is in good standing in the relevant jurisdictions necessary to undertake this Agreement.

10.2 The Parties agree that cryptocurrency mining is an ever-changing and volatile endeavor and that there is no guarantee that the Hosting Services will generate any level of Gross Income or other productivity.

10.3 The Customer represents and warrants to the Host that: (a) it will fully perform its obligations under this Agreement; (b) its use regarding the DC and the Hosting Services shall at all times conform to all Applicable Laws; (c) it is duly authorized to enter into and perform this Agreement, and (d) the execution and delivery of this Agreement and its performance of its duties hereunder will not violate the terms of any other agreement to which it is a party or by which it is bound.

10.4 The Customer agrees to indemnify, defend and hold the Host harmless from any and all losses, liabilities, damages and expenses arising from the following actions of the Customer: (i) any act or omission that constitutes or encourages a violation of any Applicable Law and/or this Agreement, including but not limited to the sale of illegal goods or violations of export control or obscenity laws; (ii) any infringement upon or violation of the rights of any third party, including without limitation intellectual property, business, contractual, or fiduciary rights; (iii) any loss or damage to the Host or any third party resulting from the Customer's negligence or willful misconduct; or (iv) any unethical marketing practices.

11. Termination

11.1 If the Customer defaults in any material respect in the performance of any of its duties or obligations, or breach of its representation and warranties set forth in this Agreement, and such default is not substantially cured within ten (10) calendar days after written notice is given to the Customer specifying the nature of the default, then the Host not in default may, by giving written notice thereof to the Customer, terminate this Agreement as of the date specified in such notice of

termination.

11.2 Termination for Insolvency or Bankruptcy. Either Party may immediately terminate this Agreement by giving written notice to the other Party in the event of:

- a. Liquidation or insolvency of the other Party;
- b. Appointment of a receiver or similar officer for the other Party;
- c. The filing of a meritorious petition in bankruptcy by or against the other Party under any bankruptcy or debtors' law for its relief or reorganization.

11.3 Effect of Termination. Unless otherwise provided in this Agreement, upon the valid termination or expiration of this Agreement:

- a. The Parties shall immediately return to the other all the other's materials, documentation, data and Confidential Information including all related materials that were derived therefrom; and
- b. The Host shall cooperate with the Customer to uninstall and prepare for pickup all Equipment of Customer at the DC based on a mutually agreeable schedule for deinstallation. Customer shall arrange for pickup within thirty (30) days of the Host notifying Customer that the Equipment is or will be ready for pickup. The Customer shall be responsible for all reasonable, documented pickup, delivery, transportation and deinstallation costs associated with removing the Equipment.

11.4 Renewal. At the end of the initial term and any subsequent renewal(s) and/or extension(s) thereof, this Agreement may be renewed by mutual written consent of the Parties. Absent such mutual agreement, this Agreement will terminate at the expiration of then-current term.

11.5 Neither party may terminate this Agreement unilaterally without the prior written consent of the other party.

12. General

12.1 Supersedes Prior Agreements and Continuing Obligations. This Agreement shall supersede prior agreements or understandings, oral or written, between the Parties.

12.2 Notices. Any notice or other communication given to a Party under or in connection with this Agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at the Party's registered office; or sent by fax to its main fax number or sent by email to the address specified below or to another address as agreed in writing by the Parties:

In the case of Customer:[miner jowo]

In the case of Host:[global@jinglemining.com]

Any notice or other communication shall be deemed to have been received:

If delivered by hand, on signature of a delivery receipt;

If sent by pre-paid first-class post or other next working day delivery service, on the second Working Day after posting, or at the time recorded by the delivery service;

If sent by fax or email, the time of transmission, or, if this time falls outside business hours in the place of receipt, when Business Hours resume.

This section does not apply to the service of any proceedings or other documents in any legal action.

12.3 Severability. If any part of this Agreement is found to be unenforceable, the remainder shall

continue in full force and effect and the unenforceable provision shall be reformed so as to give maximum legal effect to the intention of the Parties as expressed herein.

12.4 Entire Agreement. This Agreement, including any updates or amendments, constitutes the complete and exclusive agreement among the Parties with respect to the subject matter hereof. This Agreement supersedes and replaces all prior or contemporaneous discussions, negotiations, proposals, understandings and agreements, written and oral, regarding the same subject matter.

12.5 Amendment. This Agreement may only be modified by a written instrument properly executed by the Parties (and such written instrument shall explicitly say that it is an amendment hereto so that no informal amendment inadvertently occurs).

12.6 Injunctive Relief and Limitations. Each Party recognizes and acknowledges that in certain events (including but not limited to any use or disclosure of the Confidential Information of another Party in a manner inconsistent with the provisions of this Agreement) will cause the disclosing Party irreparable damage for which remedies at law may be inadequate. Accordingly, the non-breaching Party shall have the right to seek an immediate injunction in respect of any material breach of this Agreement and to obtain such relief. Notwithstanding the foregoing, this paragraph shall not in any way limit the remedies in law or equity otherwise available to the non-breaching Party. To the maximum extent permitted by law or agreement, no Party nor its Affiliates shall be liable to the other for incidental, unforeseen, cover, special, statutory, loss of profits, punitive, exemplary, consequential, or other forms of enhanced or consequential damages which may arise out of or be related to this Agreement.

12.7 Governing Law and Jurisdiction This Agreement shall in all respects (including the formation thereof and performance thereunder) be governed by and construed in accordance with the laws of Hong Kong. Any dispute, controversy, difference or claim arising out of or relating to this Agreement, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre ("HKIAC") under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be one (1). The arbitration proceedings shall be conducted in English.

12.8 Construction and Interpretation. This document may be translated into multiple languages. However, English shall be the governing language and the Parties are responsible for understanding the English implications of this Agreement upon execution.

12.9 Parties are Sophisticated and Represented. No preference shall be given to one Party by virtue of the fact that such Party did not draft this Agreement. No bias shall be placed against the drafter. Each Party has been advised and offered the opportunity to seek legal counsel regarding this Agreement. To the extent they chose not to or to limit such, they hereby waive any later complaint that they lacked proper counsel or understanding. No failure by any Party to insist upon the strict performance of this Agreement shall constitute a waiver of any breach, covenant, duty, or term herein.

12.10 Counter-parties. This Agreement may be executed in any number of counterparts and by

different Parties in separate counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same Agreement. All Parties agree to: a) provide the other with copies of any signatures in their possession, and b) to recognize and bind themselves to executed electronic or fax versions.

[Remainder of page intentionally left blank; signature page follows.]

EXECUTION PAGE

Signed by
a duly authorized representative of [Sunrays International Group Ltd]

Signature:
Name:
Title:

Signed by
a duly authorized representative of [XXXX]

Signature:
Name:
Title: