

## **STRATEGIC PARTNERSHIP AGREEMENT**

This Strategic Partnership Agreement (the “**Agreement**”) is made and entered into as of the April 01, 2023 (the “**Effective Date**”), by and between GoMining (BVI) Limited, a company duly organized and existing under the laws of the British Virgin Islands, BVI company number: 2110978, having its registered address at Trinity Chambers, PO Box 4301, Road Town, Tortola, British Virgin Islands (“**Party A**”), and **BMINE (BVI) Limited**, a company duly organized and existing under the laws of the British Virgin Islands, BVI company number: **2120412**, having its registered address at Trinity Chambers, PO Box 4301, Road Town, Tortola, British Virgin Islands (the “**Party B**”). Party A and Party B are each referred to as the “**Party**” and collectively the “**Parties**” to this Agreement.

**WHEREAS**, Party A and Party B desire to promote and advertise a portfolio of products and services of the Parties (the “**Products**”) for commercialization by the Parties and/or their agents, affiliates and transferees, as provided herein.

**WHEREAS**, Party A is the issuer of GMT Token (the “**Token**”) which is a utility token.

**WHEREAS**, Party A, in the ordinary course of business, sells the Tokens to its clients (the “**Clients**”),

**WHEREAS**, Party B is the issuer of NFT (the “**NFT**”) which is a certificate of ownership to the computing power from Party B device fleet, measured in terahashes,

**WHEREAS**, the Parties have agreed on the terms upon which Party B may accept the Token as an instrument of payment for the NFT and some other aspects of the cooperation and wish to put their agreements in writing,

**NOW, THEREFORE**, in consideration of the mutual agreements, promises and covenants contained herein and in reliance on the representations and warranties herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereto agree as follows:

### 1. Definitions

The terms “commercialize,” “commercialization” and related terms as used herein refer to, without limitation, developing, making, have made, import, use, offer to sell, sell, or have sold a product, service or technology.

The term “Marketing” as used herein refers to the process of promoting and advertising the Products.

The term “Marketing Costs” as used herein refers to costs incurred from the Marketing activities.

The term “Technology” as used herein refers to any and all technology and intellectual property rights (including without limitation patents, patent applications and unpatented inventions, as well as trade secrets, know-how, data and other technical or commercially useful information) which either Party or its affiliates now own, in-license or otherwise have rights to and is relevant to or useful for the Products and/or commercialization of the Products. Each Party represents and warrants to another Party that it has all legal rights to develop, make, have made, license, sublicense, use, sell distribute or otherwise commercialize all of the Technology including but not limited to technology related to or useful in connection with the commercialization of the Products.

2. Intellectual Property.

(a) Limited Trademark License. Subject to the terms of this Agreement, each Party (the granting Party) hereby grants to another Party the right to use any trademark owned, licensed, or controlled by the granting Party in connection with the promotion, Marketing, advertising, or commercialization of the Products.

Nothing contained herein shall grant or shall be deemed to grant to another Party any right, title or interest in or to the granting Party's trademarks, trade names, artwork, logos, trade dress, patents or other intellectual property related to the Products (collectively, "IP"). All uses of the IP shall inure solely to the benefit of the granting Party, and another Party shall obtain no rights with respect to any of the IP. At no time during or after the term of the Parties' business relationship shall another Party challenge or assist others in challenging the IP or the registration thereof or attempt to register any trademarks, servicemarks, marks, logos, trade names or other intellectual property confusingly similar to the IP. Upon any termination or expiration of the Parties' business relationship or upon written notice by the granting Party, another Party shall immediately cease to use any and all of the IP as authorized herein. For the avoidance of doubt the Parties have agreed that termination of the Agreement shall result in termination of the parties' business relationship as well.

Another Party hereby acknowledges and agrees that all right, title, and interest in and to all of the know-how, trade secrets in connection with the Products, belongs solely to the granting Party, whether or not it is protected or protectable under applicable patent, trademark, service mark, copyright, trade secret or other intellectual property laws.

(b) Product Names and Logos. All original trademarks, including names and logos created and used to market the Products shall be exclusively owned by the granting Party ("**Trademarks**"). Nothing contained in this Agreement shall grant to another Party any right, title or interest in the Trademarks, whether or not specifically recognized or perfected under applicable laws.

(c) Notification of Infringement and Enforcement. Another Party shall notify the granting Party of any infringement or misuse of the Trademarks of which another Party becomes aware. The granting Party shall be solely responsible for prosecution and enforcement of any infringement of the Trademarks.

(d) Patents. Any invention created or conceived during the development of any Products will be the exclusive property of the granting Party.

3. Non-Compete. During the term of this Agreement, neither Party will promote any product that competes (either directly or indirectly) with the Products of another Party.

4. Market and Brand Development. Each Party will use its commercial best efforts to provide another Party with the benefit of the first Party's extensive network, including providing marketing and technical assistance to another Party in connection with the Marketing. Each Party agrees to submit to another Party all advertising, sales promotions, press releases and other publicity matters relating to this Agreement, or mentioning or implying the trade names, logos, trademarks or service marks of another Party, as applicable, or containing language from which the connection of such trade names, logos, trademarks or service marks may be inferred or implied, or mentioning or implying the names of any personnel of another Party, as applicable, and each party further agrees not to publish or use such advertising, sales promotions, press releases or publicity matters without obtaining the other party's express written consent. Each Party shall not

use another Party's name, trademarks, logos or other sources or business identifiers outside of the first Party's organization without another Party's express written consent.

5. Acceptance of the Tokens as instrument of payment for the NFTs.

Party B hereby agrees to accept the Tokens as instrument of payment for the NFTs from any and all persons willing to purchase NFTs subject to Party B's customary AML and KYC procedures. The GMT/NFT exchange rate shall be additionally agreed and put into writing by the Parties.

6. Software Sharing.

Each Party grants another Party a nonexclusive, royalty-free, non-assignable license, throughout the Term, to use the granting Party's software to attain the purposes of this Agreement.

7. Confidentiality.

(a) To assure the protection and preservation of confidential and/or proprietary information to be disclosed or made available by one party (the "**Disclosing Party**") (including without limitation its or its affiliate's officers, employees, consultants, advisors, affiliated personnel and other recipients of its own or its affiliate's or third-party confidential and/or proprietary information) to the other party (the "**Recipient**") in connection with the business dealings between the parties pursuant to this Agreement (hereinafter collectively referred to as the "**Relationship**"), each party agrees to hold the Confidential Information of the other party in trust and confidence and not to use or disclose such Confidential Information except (i) to those of its employees or consultants who are involved in performing services in connection with this Agreement or the development of the Products, and are under an obligation of confidentiality that would protect such information, (ii) to third parties who are involved in performing services in connection with this Agreement or the development of the Products, and are under an obligation of confidentiality that would protect such information, (iii) by either party to any governmental or regulatory authorities as contemplated by the terms hereof in connection with the Products manufactured or sold under this Agreement or (iv) as otherwise approved by the Disclosing Party in writing. All Confidential Information, including all copies thereof, shall remain the property of the Disclosing Party, and shall be returned to the Disclosing Party or destroyed (completion of which Recipient shall acknowledge in writing if requested) upon the earlier of the following: (i) the Disclosing Party's request for such return or destruction; or (ii) termination of the Relationship.

(b) "**Confidential Information**" shall be deemed to include (except as otherwise noted below) any information provided by the Disclosing Party to Recipient, including without limitation any process or technique, any composition of matter, design, plan or formula, any results, or any other information relating to any conception, research or development project, product or product candidate, clinical or other study protocol, manufacturing or marketing, servicing, financing or personnel matter, relating to the Disclosing Party, its present or future products or techniques, sales, suppliers, customers, employees, consultants, academic or corporate collaborators, assignors or licensors, investors or business, whether in oral, written, graphic or electronic form.

The term "**Confidential Information**" shall not be deemed to include information to the extent that Recipient can establish by competent written proof that the information:

- (i) Was already in the public domain at the time of its disclosure by the Disclosing Party;
- (ii) After disclosure, became part of the public domain by publication or otherwise, except by (i) breach of this Agreement by Recipient or (ii) disclosure by any person, company

or affiliate having an obligation of confidentiality to the Disclosing Party or an affiliate with respect to the information;

- (iii) Was already in Recipient's possession at the time of disclosure by Disclosing Party;
- (iv) Was received by Recipient from a third party who had the lawful right to disclose the Confidential Information and who had not obtained the Confidential Information either directly or indirectly from Disclosing Party; or
- (v) Was required by law or governmental regulation to be disclosed.

In the event that Confidential Information is required to be disclosed pursuant to subsection (v), Recipient shall notify Disclosing Party sufficiently in advance of any proposed disclosure to allow the Disclosing Party to assert whatever exclusions, exemptions or protective treatments may be available to it under such law or regulation. In the event disclosure is required by law or regulation, Recipient will disclose only the minimum amount of Confidential Information required by such law or regulation. In addition, specific Confidential Information shall not be deemed to be in the public domain nor in Recipient's possession simply as a result of broader or related information being in the public domain or in Recipient's possession.

8. Independent Contractors. The relationship of Party A and Party B established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed to give either Party the power to direct and control the day-to-day activities of the other, or allow one Party to create or assume any obligation on behalf of the other Party for any purpose whatsoever. All financial and other obligations associated with Party B's business are the sole responsibility of Party B. All financial and other obligations associated with Party A's business are the sole responsibility of Party A. However, the Marketing Costs incurred by Party A hereunder and which are either approved or ratified by Party B will be reimbursed to Party A by Party B. Likewise, reasonable legal costs incurred by Party A in connection herewith and reasonable rental fees paid by Party A in connection herewith and which are either approved or ratified by Party B will be reimbursed to Party A by Party B.

9. Term. The initial term of this Agreement shall begin on the Effective Date, and unless earlier terminated by either party as provided under Sections 10 or 11, shall end on the first (1<sup>st</sup>) anniversary of the Effective Date (the "**Initial Term**"). This Agreement shall automatically renew for additional one year terms (each a "**Renewal Term**") after the end of the Initial Term unless either Party gives the other notice of termination (a "Termination Notice") at least 60 days before the end of the Initial Term or a Renewal Term. The "**Term**" shall include the Initial Term and all Renewal Terms.

10. Termination by Party A. Party A may terminate this Agreement:

(a) If Party B breaches any of its material obligations, covenants or conditions that this Agreement requires or contains and Party B fails to remedy the breach within 30 days after receipt from Party A of written notice of the breach; or

(b) If Party B makes an assignment for the benefit of its creditors, commits an act of bankruptcy, or has a receiver appointed.

11. Termination by Party B. Party B may terminate this Agreement:

(a) If Party A breaches any of its material obligations, covenants or conditions that this Agreement requires or contains and Party A fails to remedy the breach within 30 days after receipt from Party B of written notice of the breach; or

(b) If Party A makes an assignment for the benefit of its creditors, commits an act of bankruptcy, or has a receiver appointed.

12. Force Majeure. Force Majeure Event. “Force Majeure Event” means the occurrence of any of the following events, in each case to the extent beyond the reasonable control of a party (such party known herein as the “affected Party”), which actually and demonstrably delays or renders impossible the affected Party’s performance of its obligations under this Agreement, including, without limitation,

(a) Acts of war (whether declared or undeclared), civil disturbance, invasion, armed conflict, terrorism, rebellion, revolution, riot, insurrection, sabotage, civil commotion, violent act of foreign enemy, or other hostilities;

(b) Special and other military operations;

(c) Any catastrophic storm or flood, lightning, fire, storm, tornado, hurricane, earthquake, wind volcanic eruption, perils of the sea, landslide or other natural disaster or severe weather or other act of God, acts of the public enemy, act of a Governmental Authority (other than in respect of the failure of a Party to comply with applicable Law);

(d) Embargo or trade sanctions;

(e) Explosions, radioactive or chemical contamination or ionizing radiation or electromagnetic pulse or biological contamination;

(f) Strikes or industrial action, national or regional labor difficulties or other failures of normal sources of supply;

(g) A legally imposed quarantine;

(h) Riot, vandalism, theft, or other criminal activities by third parties;

(i) Delays that continue for a duration longer than fifteen (15) consecutive days in providing licenses, clearances, approvals or permits by Governmental Authorities;

provided that such act or event (i) actually and demonstrably delays or renders impossible the affected Party’s performance of its obligations under this Agreement, (ii) is beyond the reasonable control of the affected Party and was not due to its fault or negligence, and (iii) (or the effect of such act or event) could not have been prevented or avoided by the affected Party through the exercise of reasonable diligence, including the expenditure of any reasonable sum taking into account the likely impact of the Force Majeure Event.

For the avoidance of doubt, Force Majeure Events shall not include any of the following: (i) economic hardship, (ii) changes in market conditions, (iii) unavailability or shortages of laborers, suppliers, subcontractors or sub-subcontractors (except to the extent caused by an event otherwise independently considered a Force Majeure Event hereunder); (iv) climatic conditions (including rain, snow, wind, temperature and other weather conditions), tides, and seasons, regardless of the magnitude, severity, duration or frequency of such climatic conditions, tides or seasons (excluding catastrophic storms or floods, lightning, tornadoes, and hurricanes subject to the conditions set forth above); (v) inability or failure to make a payment for any reason, save and except for sanctions, including but not limited to sanctions, administered, enacted or enforced by the United Nations, the United States and/or the European Union; (vi) shortages (except to the extent caused by an event otherwise independently considered a Force Majeure Event hereunder) or price fluctuations.

Force Majeure Event Effect. Performance under this Agreement shall be excused due to, and a Party shall not be liable for or deemed in breach of this Agreement because of, any failure or omission to carry out or observe its obligations under this Agreement, to the extent that such performance is rendered impossible or delayed by a Force Majeure Event.

Notice of Force Majeure Event. Neither Party shall be responsible for any failure to perform due to a Force Majeure Event provided that such Party gives notice to the other Party of the Force Majeure Event as soon as reasonably practicable, but not later than 3 days after the date on which such Party knew or should reasonably have known of the commencement of the Force Majeure Event, specifying the nature and particulars thereof and the expected duration thereof; provided, however, that the failure of a Party to give notice of a Force Majeure Event shall not prevent such Party from relying on this Section except to the extent that the other Party has been prejudiced thereby.

Relief from obligations. Neither party shall be entitled to bring a claim for a breach of obligations (other than a payment obligation) under this Agreement against the other party or incur any liability to the other party for any losses or damages incurred by that other party to the extent that a Force Majeure Event occurs and the affected Party is prevented from carrying out its obligations by that Force Majeure Event or its consequences.

Cessation of Force Majeure. The affected Party shall notify the other party as soon as practicable after the Force Majeure Event ceases or no longer causes the affected Party to be unable to comply with its obligations under this Agreement. Following such notification this Agreement shall continue to be performed on the terms existing immediately prior to the occurrence of the Force Majeure Event.

Termination for Force Majeure. In the event that the affected Party is precluded from substantially performing in accordance with the terms of this Agreement because of a Force Majeure Event for a period of one hundred eighty (180) consecutive days, or three hundred sixty-five (365) days in the aggregate, then either party may terminate this Agreement by notice with immediate effect.

13. Severability. If any section or portion of this Agreement violates any applicable law, such section or portion shall be inoperative. If a court of competent jurisdiction rules that any provision set forth in this Agreement is unenforceable, then such provision shall be deemed modified to the extent that, in the court's opinion, is necessary to make it enforceable. The remainder of the Agreement shall remain valid and shall continue to bind the parties.

14. Successors and Assigns. This Agreement shall be binding and inure to the benefit of each of the Parties and its successors and assigns.

15. Notices. Any notice or communication given to a Party under or in connection with this Agreement shall be in writing and shall be: (a) delivered by hand or by pre-paid first-class post or other next Business Day delivery service at the address specified below, or any other address notified to the other Party in writing from time to time; or (b) sent by email to the address specified below or any other email address notified to the other Party in writing from time to time:

Any notice shall be deemed to have been received: (a) if delivered by hand, at the time the notice is left at the proper address; (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or (c) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. Business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt. Business Day means a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

If to Party A:

Attention: Legal Counsel

[Omitted]

E-mail: [omitted]

If to Party B:

Attention: Legal Counsel

[Omitted]

E-mail: [omitted]

Either Party may advise the other by notice of changes of address or additional addresses for the giving of notices.

16. Waiver. No waiver by a party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, condition, or provision of this Agreement shall constitute a waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, agreement, covenant, condition, or provision.

17. Entire Agreement. This Agreement and the Exhibits attached to this Agreement of even date herewith between Party A and Party B contain all of the terms, warranties, representations, agreements, covenants, conditions, and provisions the parties have agreed upon with respect to the subject matter of this Agreement and merges and supersedes all prior agreements, understandings, and representations relating to such subject matter.

18. Dispute Resolution and Governing Law.

(a) The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Agreement.

(b) This Agreement and any dispute or claim arising out of or in connection with it or its subject matter, whether of a contractual or non-contractual nature, shall be governed by and construed in accordance with the law of England and Wales.

19. Interpretation. This Agreement shall be construed as a whole according to the fair meaning of its language and, regardless of who is responsible for its original drafting, shall not be construed for or against either party. The captions of the various sections of this Agreement are included for convenience of reference only and shall in no way effect the construction or interpretation of this Agreement.

20. Costs and expenses. Except as provided in clause 6 hereof, each Party shall pay its own costs and expenses in relation to the negotiation, preparation, execution, performance and implementation of this Agreement.

21. Counterparts. This Agreement may be executed in more than one counterpart, each of which will be an original, and all of which shall be deemed to be one and the same instrument. For this purpose, signature pages transmitted by facsimile or PDF shall be deemed to be original signature pages

*[Signature page to follow]*



IN WITNESS WHEREOF, each party has executed this Agreement on the day and year first above written

Read, acknowledged and signed  
For and on Behalf of Party A

Read, acknowledged and signed  
For and on Behalf of Party B

[Omitted]

[Omitted]