AI MINER USER AGREEMENT

including the AI Miner Marketplace Terms (Annex 1), the Compute Acceptable Use Policy (Annex 2) and the Restricted Jurisdictions (Annex 3)

Between

(1) GoMining (Cyprus) Limited, a company incorporated in the Republic of Cyprus with registration number HE 450955, whose registered office is at 28 Oktovriou 339, Trilogy East Tower, 3rd Floor, Flat/Office 305, 3106 Limassol, Cyprus ("GoMining Cyprus"), which sells you your Lot and provides the AI Mining Service to you if you are located outside the United States of America;

(2) GoMining America LLC, a limited liability company incorporated under the laws of the State of Delaware, USA, with registration number 10565850, whose registered address is at 1309 Coffeen Avenue STE 1200, Sheridan, WY 82801, USA ("GoMining America"), which sells you your Lot and provides the AI Mining Service to you if you are located in the United States of America;

(3) BMINE (BVI) Limited, a company incorporated in the British Virgin Islands with company number 2120412, whose registered office is at Trinity Chambers, PO Box 4301, Road Town, Tortola, British Virgin Islands (**"BMINE"),** which operates the AI Miner Marketplace and gives you access to it;

and

(4) you, a User of the GoMining Product who purchases an AI Miner (**"you"**, **"your"**).

The "AI Miner Seller" is GoMining Cyprus or, if you are located in the United States of America, GoMining America. Where you are located is determined on the date you purchase your Lot, by the country of residence you certify under clause 10.2, and your AI Miner Seller stays the same for the whole Service Term. Only one of them is your AI Miner Seller, and the other has no rights or obligations under this Agreement in relation to you. In this Agreement "we", "us" and "our" mean the AI Miner Seller in all matters concerning your Lot, the AI Mining Service, the AI Miner Service Fee and the delivery of Compute Output, and BMINE in all matters concerning the Marketplace and the Marketplace Terms; a provision that concerns both applies to each of them for its own part.

This Agreement is concluded when you confirm the purchase of a Lot in the Product. It incorporates the Marketplace Terms (Annex 1), the Compute Acceptable Use Policy (Annex 2), the list of Restricted Jurisdictions (Annex 3) and the Lot Specification published for your Lot.

Read this first. An AI Miner is a fixed-term compute service. It is not an investment. We do not promise you any income, return, buyer, price or value. The AI Miner Marketplace is a technical platform operated by BMINE: we do not look for buyers and we do not choose one for you. What you do with your Compute Output is your decision alone, at your discretion and on your responsibility, and by default we do nothing with it. You pay the AI Miner Seller the AI Miner Service Fee only for the days on which your Lot has an active Compute Contract. It is a fixed amount and is never a percentage of anything you receive. Unless you pay it in GOMINING tokens or by another method offered in the Product, BMINE deducts it from the price your Compute Buyer pays, passes it to the AI Miner Seller in the same amount and pays you the balance. BMINE charges you no platform, agency or service fee of its own. You alone are responsible for your taxes: we do not pay, refund or offset any tax for you, although we may be

required to report information about you and your sales to tax authorities (see clause 10.8). Before you buy, make sure you understand what Compute Output is and how you intend to use it. Our FAQ and this Agreement explain how the service works. If anything is still unclear, please consult an independent professional adviser.

1. Scope and precedence

1.1. This Agreement governs the AI Mining Service, your Lot and your Compute Output, and your use of the Marketplace. The Terms of Use of the GoMining Product (the **"Terms of Use"**) apply to your account, the Product interface, payment for the purchase of a Lot, and all matters not addressed in this Agreement.

1.2. In case of conflict between this Agreement (including its Annexes and the Lot Specification) and the Terms of Use, this Agreement prevails. Any FAQ, help-centre article, lot card, calculator, marketing material, chat response or other communication about AI Miners is an explanation only; it does not form part of this Agreement, does not override it and creates no promise, warranty or representation. If anything in such material differs from this Agreement, this Agreement governs.

1.3. The AI Mining Service is a service, and the AI Miner Seller provides it to you as principal. The AI Miner Seller operates the GPU infrastructure that serves your Lot itself or through its affiliates and suppliers, under business-to-business arrangements to which you are not a party; your only counterparty for the AI Mining Service is the AI Miner Seller. BMINE does not provide the AI Mining Service: it operates the Marketplace, gives you access to it and acts on your Sale Instructions under the Marketplace Terms, and charges you no fee for doing so. You do not acquire any hardware, any interest in hardware, any share in a data centre, fleet, pool or revenue, and no right to any payment from us or from any of our affiliates. What you receive is Compute Output; what you do with it is for you to decide.

1.4. Buying a Lot (Step 1) and deciding what to do with its Compute Output (Step 2) are two separate and independent decisions, each of which you make at your own discretion. Step 1 is complete in itself: nothing has to be connected anywhere and no further decision is required for us to perform it. Step 2 is optional and is taken only by you, by your Allocation Instruction. We do not take Step 2 for you and we do not take it by default. If you choose to sell Compute Output through the Marketplace, you consider the terms of the Buyer Offers published there and select one of them at your own discretion.

2. Definitions

- **"Acceptable Use Policy"** means the Compute Acceptable Use Policy in Annex 2.
- **"AI Miner"** means a Lot of Compute Capacity made available by the AI Miner Seller as a fixed-term service under this Agreement. An AI Miner is not a Digital Miner and not an Eligible Asset; the term is a product name and does not imply any right in equipment, in a mining pool or in any crypto-asset.
- **"AI Miner Seller"** means GoMining Cyprus or, if you are located in the United States of America, GoMining America, as stated at the beginning of this Agreement.
- **"AI Mining Service"** means the operation of GPU infrastructure and the delivery of Compute Output to you for your Lot by the AI Miner Seller under this Agreement, together with the self-use tools that serve your Lot. It does not include the Marketplace, which is operated by BMINE.
- **"Allocation Instruction"** means an instruction given by you in the Product as to the use of the Compute Output of your Lot: Self-Use, a Sale Instruction, or Pause. No Allocation Instruction is given, suggested or pre-selected by us.

- **“Compute Buyer”** — means an independent third party that has connected to the AI Miner Marketplace under a framework agreement with BMINE, as the operator of the AI Miner Marketplace, and published its own standing offer to purchase Compute Output. A Compute Buyer is not GoMining Cyprus, GoMining America, BMINE or an affiliate of any of them.
- **"Compute Capacity"** means the nominal capacity of a Lot, expressed in TF of the Reference GPU Class, as stated in the Lot Specification. TF is a unit of measurement of the Lot; it is not a unit of ownership.
- **"Compute Contract"** means the sale of Compute Output of your Lot to the Compute Buyer you have chosen, concluded under the Marketplace Terms on the terms of its Buyer Offer by your Sale Instruction. Your Lot has an active Compute Contract in each Delivery Period in which your Sale Instruction for that Buyer Offer is in force.
- **"Compute Output"** means the GPU-hours (and fractions of GPU-hours) of the Reference GPU Class delivered for your Lot in a Delivery Period, as recorded by Telemetry. One GPU-hour of the Reference GPU Class corresponds to the Compute Capacity of that class stated in the Lot Specification.
- **"Delivery Period"** means each period of 24 hours from 00:00 UTC.
- **"Energy Component"** and **"Service Component"** mean the two components of the AI Miner Service Fee described in clause 6; the Product may show them as "C1" and "C2" or, together, as "maintenance" or “service”.
- **"Integration Request"** means your request under clause 8.4 for a method of access to your Compute Output other than the tools offered in the Product.
- **"Lot"** means a unit of the AI Mining Service of a stated Compute Capacity identified in your account by a pseudonymous **"Lot ID"**.
- **"Lot Specification"** means the technical description of a Lot published in the Product at the time of purchase and may include: Reference GPU Class, Compute Capacity, Reference Output, Benchmark, Service Term and access methods.
- **"Marketplace"** means the technical platform in the Product, operated by BMINE, that is described in the Marketplace Terms. It is the same facility referred to as the **"AI Miner Marketplace"** in the Terms of Use.
- **"AI Miner Marketplace Terms" or "Marketplace Terms"** means Annex 1.
- **"Minimum Net Price"** means the threshold you may set under clause 7.3.
- **"Pause"** means the suspension of delivery for your Lot under clause 7.
- **"Reference GPU Class"** means the GPU model and precision stated in the Lot Specification, or any model of equal or higher Compute Capacity that we substitute under clause 5.4.
- **"Reference Output"** means the Compute Output per TF of Compute Capacity per Delivery Period that we undertake to deliver, as stated in the Lot Specification, measured under the Benchmark and subject to the tolerance stated there.
- **"Restricted Jurisdiction"** means a country or territory listed in Annex 3, as amended from time to time, and any country or territory in which the AI Mining Service, or a module of the Marketplace, is stated in the Product as unavailable.
- **"Self-Use"** means your use of Compute Output through the access methods we make available under clause 8.3.

- **"AI Miner Service Fee"** means the fee of the AI Miner Seller described in clause 6 (also referred to in the plural as **"AI Miner Service Fees"**).
- **"Service Start Date"** means the date from which your Lot is available for Allocation Instructions, as shown in the Product.
- **"Service Term"** means the fixed term of your Lot stated in the Lot Specification, starting on the Service Start Date.
- **"Settlement Provider"** means a regulated third-party payment, e-money or crypto-asset service provider, independent of us, through which payments by Compute Buyers for Compute Output are received, converted and paid to you where so required under applicable laws, under that provider's own terms.
- **"Telemetry"** means the per-GPU measurement data recorded by the infrastructure (allocation, utilisation, power, errors, benchmark results) and attributed to your Lot.
- "**TF**" ("Teraflops") means the unit in which the capacity of a Lot is designated, equal to one trillion (10^{12}) floating-point operations per second, measured on the basis of the manufacturer's specified peak dense FP8 performance of the Reference GPU Class. TF is a unit of designation only and does not represent or guarantee the actual performance achieved for any particular workload.

3. Your Lot

3.1. You purchase a Lot of a stated Compute Capacity from the AI Miner Seller at the price shown in the Product. Payment is made under the Terms of Use: in fiat currency through our payment providers, in crypto-assets through a regulated third-party provider where applicable legislation so requires, or in GOMINING tokens where offered. The price is for the AI Mining Service for the Service Term and does not include the AI Miner Service Fee.

3.2. A Lot is a contractual entitlement to the AI Mining Service. It is not a token, not a security, not a deposit, not a loan and not a claim to money or crypto-assets. It is individual to you: the Compute Output of your Lot is measured by Telemetry attributed to your Lot and is not derived from the revenue, output or performance of any other Lot, of the infrastructure as a whole or of any business of ours or of our affiliates.

3.3. You have no right to any particular GPU, server or data centre, no right of access to the infrastructure and no claim against our suppliers.

3.4. The Service Start Date will be no later than 2 days after your purchase. Until the Service Start Date no Compute Output exists for your Lot, no AI Miner Service Fee accrues, no Allocation Instruction takes effect and nothing is credited, accrued or paid to you in respect of your Lot.

3.5. This Agreement is a fixed-term service agreement. It runs for the Service Term stated in the Lot Specification.

3.6. A Lot is personal to you. You may not sell, assign, transfer, pledge or otherwise dispose of your Lot or any rights under it, except as stated in this clause or where the law requires otherwise. Any attempt to do so has no effect. Where the Product makes AI Miners available on the Secondary Marketplace, you may sell your Lot there to another User under Section 8.7 of the Terms of Use and Module D of the Marketplace Terms. That sale is an assignment and transfer of this Agreement: from the moment the Product records it, the buyer takes your place under this Agreement for the rest of the Service Term, with all rights and obligations relating to the Lot, including any Compute Contract then in force. We consent to such a transfer in advance, provided that the buyer is eligible under clause 10 and accepts this Agreement. The price is agreed between you and the buyer; we are not a party to that sale and do not set, recommend or

guarantee any price. We do not buy Lots back, and nothing we publish suggests that a Lot will hold or gain value.

3.7. You purchase and hold Lots for your own account. You shall not acquire Lots on behalf of others, pool Lots or their Compute Output or proceeds with other persons, or offer participation in your Lots or their proceeds to any person.

4. Service Term, renewal and upgrade

4.1. The Service Term is fixed and stated in the Lot Specification. The AI Mining Service is not open-ended and does not renew automatically.

4.2. Before the end of the Service Term we may offer you a new agreement for a further fixed term at the price and Lot Specification then published. Accepting it is your choice. If you do not accept, the AI Mining Service for your Lot ends at the end of the Service Term.

4.3. Where the Product offers it, during the Service Term you may purchase an upgrade of your Lot (a higher Reference GPU Class or additional Compute Capacity) at the price then published. An upgrade is a new purchase; it does not change the Service Term unless the offer says so. A Lot whose Compute Output is subject to a Sale Instruction with a fixed term cannot be upgraded until that term ends.

4.4. We deliver the Reference Output for the whole Service Term whether or not the hardware originally serving your Lot has failed, been replaced, reached the end of its warranty or the end of its useful life. Hardware events are our risk and our cost, not yours, and do not reduce your Compute Output except as provided in clause 5.5.

5. Delivery of Compute Output

5.1. In each Delivery Period for which an Allocation Instruction is in force and your Lot is not Paused we deliver for your Lot not less than the Reference Output, measured by Telemetry under the Benchmark stated in the Lot Specification.

5.2. Compute Output is recorded by Telemetry at the level of your Lot and, where available in the Product, shown in your Lot dashboard with the underlying measurements. Where available in the Product, we provide a statement per Lot. Telemetry is the sole record of Compute Output; manifest errors are corrected on request.

5.3. If Compute Output in a Delivery Period is below the Reference Output other than by reason of a Pause, an Allocation Instruction, a suspension under clause 11 or your breach, we credit the shortfall to your Lot as additional Compute Output in the following Delivery Periods. Credits are in Compute Output only; no money is payable for a shortfall.

5.4. We may deliver Compute Output from any hardware of the Reference GPU Class or of equivalent or higher performance. Where a different class is used, the quantity of Compute Output is converted under the Benchmark so that you receive not less than the Reference Output.

5.5. Planned maintenance notified in the Product, force majeure affecting the data centre, and suspension required by law or a competent authority may interrupt delivery. Interrupted Compute Output is credited under clause 5.3 where the interruption exceeds 4 hours in a Delivery Period. Where delivery becomes permanently impossible for reasons beyond our control, we may end the Service Term and refund the price pro rata to the unexpired Service Term; no other amount is payable.

6. AI Miner Service Fee

6.1. You pay one AI Miner Service Fee for each Delivery Period of the Service Term in which your Lot has an active Compute Contract chosen by you. The AI Miner Service Fee is a fee of

the AI Miner Seller, payable to the AI Miner Seller, for operating your Lot and delivering its Compute Output under that Compute Contract. BMINE charges you no platform fee, agency fee, service fee, commission or other amount for access to or use of the Marketplace or for acting on your Sale Instruction.

6.2. The AI Miner Service Fee may consist of (a) the Energy Component, calculated per Delivery Period as the Compute Capacity of your Lot × the energy factor (W per TF) × 24 hours × the energy rate shown for the Compute Contract you choose, and (b) the Service Component, a fixed amount per TF of Compute Capacity per Delivery Period shown for that Compute Contract. The Service Component may be set in tiers by Compute Capacity, so that a different fixed rate per TF applies depending on the Compute Capacity of your Lot; the tiers and rates are published in the Product. The rates of both components may differ from one Compute Contract to another. They are shown to you with the Buyer Offer before you choose it, and by choosing it you accept them; they are fixed for the term of that Compute Contract. The Product shows the AI Miner Service Fee for each Buyer Offer, as a single amount or by component; together the components are the AI Miner Service Fee.

6.3. The AI Miner Service Fee is a price for a service. It is fixed for the term of the Compute Contract you choose and is not indexed, recalculated or increased during that term. It is a price set by the AI Miner Seller and not a reimbursement of costs: it may be lower or higher than the costs actually incurred for your Lot. You see the amount of the AI Miner Service Fee before you choose a Compute Contract and decide for yourself whether to accept it. Apart from the price of your Lot, no other charge is payable to us for the AI Mining Service or for the use of the Marketplace.

6.4. The AI Miner Service Fee accrues only for Delivery Periods in which your Lot has an active Compute Contract, regardless of the amount you receive for your Compute Output. It does not accrue for Delivery Periods in which your Lot has no active Compute Contract (including where you use your Compute Output yourself or your Lot is idle) or in which your Lot is Paused, or before the Service Start Date.

6.5. Apart from the price of your Lot, the AI Miner Service Fee is the entire remuneration of the AI Miner Seller from you. BMINE receives no remuneration from you: it charges no platform fee, agency fee, service fee, commission, spread, percentage or success fee. BMINE is remunerated for operating the Marketplace by GoMining Cyprus, as the owner of the hardware, and may be remunerated by other business participants of the Marketplace, under arrangements to which you are not a party. That remuneration is not taken from you and is not a percentage of, and does not depend on, any amount you receive. The AI Miner Service Fee is a fixed amount and is never a percentage of, or a share in, anything you receive. It is not calculated as a percentage of the price offered by any Compute Buyer, and during the term of your Compute Contract it does not change with the amount you receive.

6.6. The AI Miner Service Fee may differ from one Compute Contract to another. Within a Compute Contract it does not vary with the price of any sale of Compute Output or with any amount obtained by you.

6.7. The AI Miner Service Fee accrues for each Delivery Period in the currency shown for your Compute Contract and is paid in one of two ways. (a) Deduction from the price. Unless paragraph (b) applies, it is paid at the moment the price for that Delivery Period is credited: BMINE, as operator of the Marketplace, deducts it from the price paid by the Compute Buyer, passes it on to the AI Miner Seller in the amount that the AI Miner Seller charges, and you receive the balance. You instruct and authorise BMINE to do so. BMINE adds nothing to the AI Miner Service Fee and keeps nothing from it: it only collects in one place the charges of the AI Miner Seller for your Lots and shows them to you. The amounts credited to you in the Product are shown after this deduction. This is a way of paying a fee that you owe to the AI Miner Seller;

it does not make the AI Miner Service Fee a share of what you receive. If the price credited for a Delivery Period does not cover the AI Miner Service Fee, the unpaid part remains due and is deducted from the amounts next credited to you. (b) GOMINING tokens and other methods. Where the Product offers it and you have elected to use it, the AI Miner Service Fee is paid in GOMINING tokens, or by another method of payment shown in the Product interface, and is debited from the corresponding balance of your account at the rate shown in the Product at the time of the debit. In that case no deduction (within the amount paid in GOMINING tokens) is made from the price paid by the Compute Buyer. If that balance does not cover the AI Miner Service Fee for a Delivery Period, the unpaid part is paid under paragraph (a), unless the Product states otherwise. (c) Whichever method applies, it is the same AI Miner Service Fee, owed to the AI Miner Seller; the method of payment does not change it, save for any discount under clause 6.8 and save for the Secondary Marketplace terms that may apply to peer-to-peer resale of AI Miners, subject to availability in the Product interface.

6.8. Any discount on the AI Miner Service Fee, on either or both of its components, for paying it in GOMINING tokens, for holders of GOMINING tokens or under a loyalty programme is a discount on a price. It is not a yield, reward or return, is published in the Product and may be changed for future Delivery Periods under the Terms of Use. The AI Miner Service Fee shown for your Compute Contract remains fixed under clause 6.3; a discount applies to it for each Delivery Period at the rate applicable to you at that time, and a change, reduction or end of a discount is not a change of the AI Miner Service Fee. No discount depends on any amount you receive for Compute Output. Because discounts differ between Users and over time, the Product may show the AI Miner Service Fee, and the balance payable after it, as a range.

6.9. The VIP Program, the Referral Program and other loyalty or promotional programmes under the Terms of Use apply to AI Miners only as stated in the Terms of Use and the Product interface, subject to this Agreement. We may decide not to apply any benefit under them to AI Miners, apply it later or change it, with effect for the future only and without affecting benefits already credited. No such benefit forms part of the AI Mining Service or of any consideration for Compute Output.

7. Pause and Minimum Net Price

7.1. Where the Product offers this function, and subject to any fixed term of a Compute Contract you have chosen, you may Pause your Lot through the Product. During a Pause we do not deliver Compute Output for your Lot, the AI Miner Service Fee does not accrue and the Service Term continues to run. You may end a Pause at any time; delivery resumes from the next Delivery Period.

7.2. For the period of a Pause you have no entitlement to Compute Output or to any benefit from the capacity concerned, and nothing is credited or paid to you in respect of that period.

7.3. Where the Product offers this function, you may set in the Product a Minimum Net Price (per GPU-hour) below which you do not wish your Lot to operate. If you have set one and the price of the Buyer Offer selected in your Sale Instruction falls below it, your Lot is Paused automatically from the next Delivery Period and you are notified; you may resume at any time. We do not set, suggest, recommend or pre-fill a Minimum Net Price; whether and at what level to set one is your decision alone.

7.4. We do not guarantee, protect, insure or subsidise any value of your Compute Output and do not waive, defer, reduce or refund the AI Miner Service Fee by reference to the value of your Compute Output, to the price of any Buyer Offer or to the proceeds of any sale of Compute Output. Any waiver of the AI Miner Service Fee we may offer is a waiver of a price only and is not a guarantee of any result.

8. Your Compute Output

8.1. Compute Output is delivered for a Delivery Period only under an Allocation Instruction in force for that Delivery Period. For a Delivery Period for which no Allocation Instruction is in force your Lot is idle: no Compute Output is delivered, stored, accrued or carried forward to a later period, no AI Miner Service Fee accrues and nothing is paid to you. A Sale Instruction applies from the time shown in the Product and does not cover earlier Delivery Periods.

8.2. How your Compute Output is used is decided only by you, by Allocation Instruction. We do not use, sell, place, market, allocate or pool your Compute Output, do not look for buyers for it, do not advise you on its use, do not recommend any Buyer Offer and have no duty to obtain or maximise any value for you. In the absence of an Allocation Instruction your Lot is idle under clause 8.1; nothing is sold on your behalf and nothing is earned. Nothing is ever paid to you by us or by our affiliates from our own funds in respect of your Compute Output: any amount you receive comes from a Compute Buyer.

8.2A. Your Lot entitles you to Compute Output and not to any hardware. Hardware capacity that you do not call on in a Delivery Period by a Self-Use call or a Sale Instruction, including while your Lot is Paused, remains at the disposal of the AI Miner Seller and its affiliates. The AI Miner Seller or its affiliates may use that capacity or supply it to other persons, including directly to a person that is also a Compute Buyer, for their own account and outside the Marketplace. This is not a use or sale of your Compute Output and is not done on your behalf. It does not reduce the Reference Output or your right to give an Allocation Instruction for later Delivery Periods, and it does not change the AI Miner Service Fee. You have no right to any payment, share or other benefit in respect of that capacity.

8.3. Where and when Self-Use is available in the Product, you may use your Compute Output yourself through the self-use tools we make available from time to time, as stated in the Lot Specification (which may include a container environment with published templates, an API endpoint or a scheduling interface), via an Integration Request under clause 8.4, or via alternative means that may become available from time to time. Specific models, tools or integrations are not guaranteed and may change. Self-Use is subject to the Acceptable Use Policy and to clause 8.5. Self-Use may not be available in the Product at the time you buy your Lot; check the Product before you buy.

8.4. If you wish to use your Compute Output through a method not offered in the Product, you may submit an Integration Request to support@gomining.com describing the intended use, the workloads, the recipient systems and the persons who will have access. We will confirm in writing within 10 Business Days whether and on what conditions we can provide it. We are not obliged to accept an Integration Request and may make acceptance conditional on additional checks of the intended use, the recipient systems and the persons involved.

8.5. Whenever you call Compute Output for Self-Use you represent and warrant that it will be used by you for your own purposes, that it will not be resold, sublicensed, shared or made available to third parties otherwise than through the Marketplace, that no person located in or ordinarily resident in a Restricted Jurisdiction will have access to it, and that any integration with third-party systems has been requested through an Integration Request and implemented only with our written confirmation. If this representation is or becomes untrue we may Pause your Lot, revoke access methods and, in the cases described in clause 11, terminate this Agreement.

8.6. You may sell your Compute Output to a Compute Buyer only through the Marketplace and in accordance with the Marketplace Terms.

8.7. Compute Output is a technical resource. It is not money, not electronic money, not a crypto-asset, not a financial instrument, not redeemable from us for money or crypto-assets, bears no interest and is not transferable except by allocation under the Marketplace Terms.

9. Information shown in the Product

9.1. We can show in the Product, for each Lot, its Compute Capacity, Reference Output, the Compute Output delivered, the AI Miner Service Fee accrued and Telemetry, and a history of your Allocation Instructions.

9.2. Any price, index or market information shown in the Product (including any Buyer Offer price and any reference to a published GPU rental price index) is the price of an independent third party or third-party reference data, is shown with its source and date, is provided for information only, is not an offer, recommendation or advice by us and is not a forecast of what, if anything, you will receive for your Compute Output. Labels used in the Product do not change this Agreement: an amount shown as a "payout" is the price payable by the Compute Buyer under its Buyer Offer, an amount shown as "maintenance" is the AI Miner Service Fee, and an amount shown as "net" is the balance paid to you after the AI Miner Service Fee. Any percentage, annualised or cumulative figure shown in the Product is an arithmetic illustration based on a Buyer Offer price and the AI Miner Service Fee at the time it is shown, before any tax; it is not a promise, forecast or guarantee of what you will receive. We accept no responsibility for decisions made on such information.

9.3. We do not provide investment, financial, legal or tax advice and do not assess whether an AI Miner is suitable or appropriate for you.

10. Eligibility, residency and compliance

10.1. The AI Mining Service is offered only to persons who are at least 18 years old, have legal capacity, are not located in, ordinarily resident in or acting for the benefit of a person in a Restricted Jurisdiction, and are not subject to sanctions or export-control restrictions that prohibit the service. Modules of the Marketplace, Self-Use methods and settlement methods may be available only in the jurisdictions stated in the Product interface.

10.2. Before purchasing a Lot, and again whenever the Product asks you to, you certify your country of residence and confirm that you are not in a Restricted Jurisdiction. You must update your certification within 10 days of any change. A certification you know or should know to be false is a material breach.

10.3. In addition to your certification under clause 10.2, we may rely on technical and transactional signals available to us, such as your IP address, the location of your device and your payment details, to determine whether you are eligible for the AI Mining Service. We may refuse, suspend or restrict the AI Mining Service on the basis of any such signal, without being obliged to explain which. The use of VPNs, proxies or other means to misrepresent your location is prohibited.

10.4. In addition to clause 10.3, we may ask you to provide information and documents about you, your location and your use of the AI Mining Service, and may screen you against sanctions and export-control lists, (a) before your first Sale Instruction, because we have undertaken to Compute Buyers to screen every User whose Compute Output is sold to them against those lists; (b) where your purchases or Compute Output exceed the thresholds stated in the Product; (c) where we have reason to believe that your self-certification is inaccurate or that your use may breach clause 10.5 or the Acceptable Use Policy; (d) before an Integration Request is accepted; and (e) wherever applicable law, a Settlement Provider or a competent authority so requires. Until these checks are completed we may Pause your Lot or decline the relevant instruction.

10.5. You acknowledge that GPU compute may be subject to export-control and sanctions laws, including those of the United States. You represent and undertake that you will not use, and will not allow any person to use, Compute Output (a) from, in or for the benefit of a Restricted Jurisdiction or a person located, ordinarily resident, organised or headquartered there; (b) for any military, military-intelligence, weapons, nuclear, missile, chemical or biological end use; (c) for

the training of an artificial-intelligence model for, or the transfer of model weights to, any such person or end use; (d) for any person on a sanctions or restricted-party list; or (e) in a way that circumvents any licence condition applicable to the hardware. You will give us, on request, the information we need to comply with these laws.

10.6. You will use Compute Output only in accordance with the Acceptable Use Policy. You are responsible for your workloads, data, models, credentials and outputs.

10.7. We do not disclose your identity or personal data to Compute Buyers. A Compute Buyer knows only that the seller of the Compute Output is a User of the Product, identified by Lot ID. We disclose your identity only where required by law or a competent authority.

10.8. (a) Prices. All prices and amounts shown in the Product, including the price of a Lot and the AI Miner Service Fee, include value added tax, sales tax and any other indirect tax ("VAT") where applicable, unless the Product states otherwise. Both are charged by the AI Miner Seller, which accounts for the VAT on them, where applicable; BMINE charges you nothing. (b) Where you are. We determine your country for tax purposes from the information you give us and from the evidence available to us, such as your billing address, the location of your device and your payment details. You will give us accurate information and tell us if it changes. (c) Private individuals. Unless you have given us a valid VAT identification number and we have verified it under paragraph (d), we treat you as a private individual for VAT purposes, whatever other information we hold about you. VAT charged to you on that basis is not recoverable from us. You alone are responsible for deciding whether your activity makes you a taxable person and for any registration, reporting or payment that follows; we do not determine your tax status and do not withhold VAT from amounts paid to you, unless we are required to do so under applicable laws. (d) Tax number and VAT deduction. Where the Product offers this option and you wish to be treated as a taxable person — for example, to receive an invoice showing your tax number, to account for VAT yourself under a reverse-charge mechanism or to deduct VAT in your jurisdiction — you must, before the purchase, give us your valid tax or VAT identification number and voluntarily complete the identity and business verification we request before making the purchase. Once we have validated your number we invoice you accordingly from that time; we do not re-issue invoices or refund VAT for earlier periods unless the law requires it. Whether you are entitled to deduct VAT is a matter between you and your tax authority, and we give no assurance that you are. (e) Amounts you receive. Amounts paid to you by a Compute Buyer for your Compute Output are stated exclusive of VAT and we add no VAT to them. You are solely responsible for determining, reporting and paying any tax due in your country on those amounts and on your Compute Output, and for any registration that your own activity requires. If you want a refund, credit, deduction or offset of any tax, including VAT charged to you on your Lot or on the AI Miner Service Fee, it is for you to claim it from your tax authority; we do not arrange, guarantee or compensate it. (f) How tax law may treat us. Under the tax laws of some countries the operator of a platform is treated, for tax purposes only, as receiving and supplying the service sold through it, and may be required to issue tax invoices in its own name or to collect, withhold or account for tax. Where this applies we do what the law requires; it does not make us a party to your sale, the buyer of your Compute Output or liable for its price. If you are registered for VAT, you authorise us to issue invoices or statements on your behalf where the law permits. (g) Withholding and reporting. If the law requires us or the Settlement Provider to withhold tax from an amount payable to you, the amount withheld is treated as paid to you. We may be required to collect information about you and your sales and to report it to tax authorities, and you will give us the information we need for that purpose. (h) Users located in the United States of America. If your AI Miner Seller is GoMining America: references in this clause to VAT include any state or local sales, use, gross receipts or similar transaction tax, and under paragraph (b) we also determine your state and local tax jurisdiction; instead of paragraphs (c) and (d), if you claim an exemption from such a tax, you must give us, before the purchase, a valid exemption or resale certificate acceptable under the law of your state, and we apply the exemption from the

time we accept the certificate, without refunding tax charged on earlier purchases unless the law requires it; if no such tax is charged on a purchase, you may owe use tax to your state, and you alone are responsible for reporting and paying it; paragraph (f) also applies where the law of a state treats the operator of a marketplace as a marketplace facilitator; and, before your first Sale Instruction and whenever we or the Settlement Provider ask, you will provide your correct taxpayer identification number and the other tax information we or the Settlement Provider need, including on IRS Form W-9 or the applicable Form W-8. We or the Settlement Provider may be required to report amounts paid to you, and information about you, to the Internal Revenue Service and to state tax authorities, including on Form 1099, and paragraph (g) applies to any withholding, including backup withholding where you do not provide a correct taxpayer identification number. (i) No tax advice. We do not give tax advice.

11. Suspension and termination

11.1. We may Pause your Lot, revoke access methods or decline an Allocation Instruction if you breach this Agreement, the Terms of Use or the Acceptable Use Policy, if a signal under clause 10.3 indicates a Restricted Jurisdiction or a sanctions or export-control concern, if required by law, a licence condition or a competent authority, if the terms of the hardware vendor or of our suppliers so require, or if your account is suspended. The AI Miner Service Fee does not accrue during such a Pause.

11.2. We may terminate this Agreement with immediate effect (a) for a material breach not remedied within 10 days of notice, or immediately where the breach concerns clauses 3.7, 8.5, 10.2 or 10.5 or the Acceptable Use Policy; (b) if we are required by law, a licence condition or a competent authority to stop providing the AI Mining Service in your jurisdiction; or (c) if you become located or resident in a Restricted Jurisdiction. In case (b) we refund the price pro rata to the unexpired Service Term; in cases (a) and (c) no refund is due except where mandatory law provides otherwise.

11.3. This Agreement is for a fixed term: it ends at the end of the Service Term and cannot be ended earlier at your choice, except under clause 13.1. The price of a Lot is not refundable, except as stated in clauses 5.5, 11.2(b) and 13.1 or where mandatory law provides otherwise.

11.4. On expiry or termination your Lot ceases, the AI Miner Service Fee stops accruing, access methods are revoked and any unpaid AI Miner Service Fee remains due. A Compute Contract in force at termination is completed or ends as provided in the Marketplace Terms.

12. Liability

12.1. Our sole obligation for any shortfall in Compute Output is the credit under clause 5.3.

12.2. To the extent permitted by law, we are not liable for the existence, availability, terms, pricing, solvency, performance or conduct of any Compute Buyer, Buyer Offer or Settlement Provider; for any price obtained or not obtained for your Compute Output; for Delivery Periods in which your Lot is idle under clause 8.1; for your Self-Use workloads, data, models or outputs; for the availability of any particular model, tool or integration; for decisions you make on the basis of information shown in the Product; or for any loss of profit, revenue, business, opportunity or data, or any indirect or consequential loss.

12.3. Our aggregate liability to you under or in connection with this Agreement is limited to the price paid by you for the Lot and the AI Miner Service Fee paid by you in the 12 months before the event giving rise to the claim. Nothing in this Agreement limits liability that cannot be limited by law, including for death or personal injury caused by negligence, for fraud, or under consumer-protection law applicable to you.

12.4. You will indemnify us against claims, losses and costs arising from your breach of clauses 3.7, 8.5, 10.2, 10.5 or the Acceptable Use Policy, or from your workloads, data or outputs.

12.5. The AI Miner Seller and BMINE are each liable to you only for their own obligations under this Agreement, and neither is liable for the obligations of the other.

13. Changes

13.1. We may amend this Agreement, the Marketplace Terms and the Acceptable Use Policy on 30 days' notice in the Product, and with shorter notice where required by law, a licence condition or a competent authority or to address an imminent security or compliance risk. Amendments do not change the Compute Capacity, Reference Output or Service Term of a Lot already purchased, or the AI Miner Service Fee of a Compute Contract already concluded. If an amendment materially reduces your rights, you may terminate this Agreement by notice within 30 days of the notice and we refund the price pro rata to the unexpired Service Term.

13.2. We may amend Annex 3 at any time with immediate effect where required by law, sanctions, export controls or a licence condition.

14. General

14.1. You may not assign or transfer any rights or obligations under this Agreement without our prior written consent, except under clause 3.6. We may assign or transfer our rights and obligations under this Agreement to any affiliate or successor entity without your consent, to the extent permitted by law.

14.2. Notices are given through the Product and to the e-mail address of your account.

14.3. This Agreement, the Lot Specification and the Annexes are the entire agreement on their subject and replace any prior statement. You confirm that you have not relied on any statement outside this Agreement, including any FAQ, lot card, calculator or marketing material, and that no promise of income, return, buyer, price or value has been made to you.

14.4. This Agreement and any disputes arising out of or in connection with AI Miner shall be governed by the laws of the British Virgin Islands. The courts of the British Virgin Islands shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or AI Miner. As an exception, this Agreement, as between you and GoMining America, and any dispute or claim between you and GoMining America arising out of or in connection with this Agreement or AI Miner shall be governed by the laws of the State of Delaware, without regard to its conflict-of-laws rules, and the state and federal courts located in the State of Delaware shall have exclusive jurisdiction to settle any such dispute or claim. You may also first contact us at support@gomining.com to settle a dispute out of court.

14.5. This Agreement and the Terms of Use constitute the entire agreement between you and us regarding AI Miner and supersede any prior understandings or arrangements relating to AI Miner.

14.6. This Agreement may be provided in multiple languages. In case of any discrepancy, the English version shall prevail.

NOTICE TO THE USER

For questions, please contact us at: support@gomining.com

BY CLICKING TO ACCEPT, YOU ARE ELECTRONICALLY SIGNING THIS AGREEMENT, YOU AGREE WITH ITS TERMS AND OBLIGATIONS AND THAT THE AGREEMENT SHALL BE DEEMED SIGNED DIGITALLY ON THE CHECKOUT DATE.

You will receive a digital copy of the e-signed agreement by email.

ANNEX 1 — AI MINER MARKETPLACE TERMS

A. The Marketplace and our role

A.1. The Marketplace is a technical platform in the Product, operated by BMINE, through which you may (a) give a Sale Instruction to BMINE allocating Compute Output to a Compute Buyer that has published a Buyer Offer (Module A — Compute Offers), (b) where available in the Product, manage Self-Use and Integration Requests (Module B), and (c) view settlement information (Module C). Modules may be available in different jurisdictions. Transfers of Lots between Users are governed by Module D.

A.2. BMINE is the operator of the Marketplace, a technical platform, and in these Marketplace Terms "we", "us" and "our" mean BMINE. We operate and/or have access to the Marketplace interface and the Telemetry that evidences your Compute Output, and we carry out your Allocation Instructions (the **"Marketplace Operator"**). The AI Miner Seller has no rights or obligations under these Marketplace Terms other than to deliver your Compute Output as you instruct, as part of the AI Mining Service. Whether to sell your Compute Output, when and to which Compute Buyer is your choice alone, at your discretion and on your responsibility. We do not buy Compute Output, do not pay for it, do not set, recommend, pre-select or guarantee any price, do not look for buyers for you, do not rank Buyer Offers other than by criteria you select, do not take a share of what you receive, charge you no fee and do not guarantee that any Buyer Offer exists, remains open, is renewed or is performed. Neither we nor our affiliates purchase Compute Output on the Marketplace or sell capacity of our own through it.

A.2A. We do not advise you whether to use, sell or keep your Compute Output, or to whom to sell it. We do not recommend any Buyer Offer, do not rank Buyer Offers by our own interest and display them on the same footing. No Buyer Offer is pre-selected and no Sale Instruction is given by default.

A.3. Nothing in this Agreement obliges you to allocate anything, and nothing obliges us to find a buyer for your Compute Output. By default no Compute Output is allocated to anyone. A Sale Instruction can be given only after the purchase of your Lot is complete and only from the Service Start Date.

A.4. Compute Buyers are independent third parties that have connected to the Marketplace under framework agreements with us and published their own offers. They are not us, not our affiliates and not acting for us. We do not endorse them and are not responsible for their offers, performance, solvency or conduct. Our onboarding checks under clause A.11 are not an endorsement.

A.4A. Before you give a Sale Instruction the Product shows you the terms of the Buyer Offer: the Compute Buyer's name, the price it pays, the currency of payment, the term and any lock-in, and the AI Miner Service Fee that the AI Miner Seller charges for that Compute Contract. By choosing the Buyer Offer you confirm that you have read these terms and accept them. They are the terms of the Compute Buyer and of the AI Miner Seller, not our recommendation.

Module A — Compute Offers

A.5. A **"Compute Buyer"** is a person, other than us or our affiliates, that has published a Buyer Offer on the Marketplace after our onboarding checks. A **"Buyer Offer"** is a standing offer by a Compute Buyer to purchase Compute Output on the terms displayed on the Marketplace: price per GPU-hour of the Reference GPU Class for each term option (which the Product may show as an amount per day for your Lot), minimum volume, maximum volume, term, delivery and acceptance method, and the Compute Buyer's own terms. The price is set by the Compute

Buyer and, subject to any period for which the Buyer Offer is stated to be firm, may be changed, withdrawn or zero. We display Buyer Offers as published and do not change them.

A.5A. A **"Sale Instruction"** is an Allocation Instruction to sell Compute Output of a Lot to a named Compute Buyer under its Buyer Offer. A Buyer Offer may have a fixed term. If you choose it, your Sale Instruction cannot be withdrawn or changed, and your Lot cannot be switched to another Buyer Offer, Paused or upgraded, until that term ends; the Product shows you the end date before you choose. A transfer of your Lot under Module D does not end or change a Compute Contract: it passes to the buyer of the Lot and continues for the rest of its term.

A.6. You accept a Buyer Offer by giving a Sale Instruction for the Compute Output of your Lot or, where the Product offers it, a stated part of it. That concludes a Compute Contract: a sale of the Compute Output of your Lot by you, as seller, to the Compute Buyer you have chosen, on the terms of its Buyer Offer and for its term. We are not a party to it. You instruct and authorise us, as your agent, to conclude and perform it on your behalf, identifying you to the Compute Buyer only by Lot ID, and to that end: (a) we conclude the Compute Contract on the exact terms of your Sale Instruction and of the Buyer Offer, without changing them and without discretion as to the buyer, price, volume or term; (b) we arrange for the AI Miner Seller to deliver your Compute Output to the Compute Buyer as part of the AI Mining Service, and we issue statements and invoices to it for you by Lot ID; (c) title to the Compute Output passes from you directly to the Compute Buyer at the moment of delivery recorded by Telemetry; neither we nor the AI Miner Seller acquire it from you or bear any inventory or price risk in respect of it; (d) we exercise your rights against the Compute Buyer under the Compute Contract for you and, on your request in case of non-payment and after verifying your identity, we give you what you need to enforce them yourself; (e) unless you pay it by another method under clause 6.7(b) of the Agreement, we deduct the AI Miner Service Fee due to the AI Miner Seller from the price paid by the Compute Buyer under clause 6.7 of the Agreement and arrange for the balance to be paid to you. We have no authority to vary the price or terms of a Buyer Offer, to accept any other offer for you, to sell Compute Output you have not instructed us to sell, or to receive or hold the proceeds for our own account. Our mandate is limited to the performance of your Sale Instruction and ends with it. We charge you nothing for this mandate. We deduct nothing from the proceeds for ourselves; the AI Miner Service Fee of the AI Miner Seller is deducted from them only as stated in clause 6.7 of the Agreement.

A.6A. If Sale Instructions for a Buyer Offer exceed the maximum volume the Compute Buyer accepts for a Delivery Period, Sale Instructions are executed in the chronological order of their confirmation. For a Delivery Period in which your Sale Instruction is not executed for that reason, your Lot is idle under clause 8.1 of the Agreement. We do not allocate volume, proceeds or shortfalls among Users in proportion to their holdings.

A.6B. The Compute Buyer knows that the seller under each Compute Contract is a User of the Product, identified by Lot ID, and that we act as the agent of the sellers. It does not know your identity and deals only with us as your agent. We exercise your rights under the Compute Contract for you under clause A.8.

A.6C. We keep a record of each Sale Instruction, change, reconfirmation and revocation, with its time and terms, for at least 7years, and, where available in the Product, you can view and download your instruction history.

A.7. Compute Output allocated to a Compute Buyer is delivered from the hardware serving your Lot (or substitute hardware under clause 5.4) and recorded by Telemetry per Lot and per Delivery Period. The Compute Buyer's acceptance of delivery is governed by the Buyer Offer; disputed quantities are resolved on the basis of Telemetry.

A.8. The price payable for your Compute Output is the Buyer Offer price multiplied by the Compute Output of your Lot delivered under your Sale Instruction. We deduct no fee, commission or percentage for ourselves. The AI Miner Service Fee of the AI Miner Seller is paid under clause 6.7 of the Agreement: it is deducted from the proceeds and the balance is paid to you under Module C or, where you pay it in GOMINING tokens or by another method offered in the Product, the proceeds are paid to you in full. You are responsible for any tax on what you receive. We do not guarantee payment or performance by the Compute Buyer and are not liable for it; if a Compute Buyer fails to pay, we will take reasonable steps, as your agent, to recover the amounts due under the Compute Contracts concerned for the affected Users and remit any recovery to them, net of reasonable external costs, through the settlement method in Module C.

A.9. A Buyer Offer may be stated to be firm for a period. Otherwise, and after that period, a Compute Buyer may withdraw or change its Buyer Offer prospectively on the notice stated in it. A Compute Contract already concluded is completed on its terms. On withdrawal your Sale Instruction lapses and your Lot becomes idle; no Buyer Offer or default allocation replaces it unless you select one.

A.9A. If a Compute Buyer lowers its price, extends any lock-in or otherwise changes its Buyer Offer to your disadvantage, the change does not apply to a Compute Contract already concluded unless you confirm the changed terms.

A.9B. A Buyer Offer with a fixed term may allow the Compute Buyer to end the Compute Contract before the end of its term. If the Compute Buyer exercises such a right, it pays an early termination payment, determined in accordance with the Compute Buyer's terms applicable to that Buyer Offer, which may differ between Buyer Offers. We will notify you of any such termination under clause 14.2 of the Agreement at least 30 days before it takes effect, and the notice will state the early termination payment due for your Lot. The early termination payment is payable by the Compute Buyer under the Compute Contract as consideration for its right to end that contract early; it is not paid by us, by the AI Miner Seller or by any of our affiliates, is not a return, yield or reward and is not guaranteed by us. It is attributed to your Lot in accordance with clause A.10, does not depend on the Compute Output, proceeds or decisions of any other User and is due to the holder of the Lot on the date the termination takes effect. We collect it from the Compute Buyer as your agent and it is paid to you under Module C; no AI Miner Service Fee accrues on it, although any AI Miner Service Fee already due may be deducted from it under clause 6.7(a) of the Agreement, and clause A.8 applies if the Compute Buyer fails to pay. From the date the termination takes effect your Lot has no active Compute Contract under that Buyer Offer, the AI Miner Service Fee stops accruing for it and your Lot is idle unless you give a new Allocation Instruction.

A.10. Where the Product offers it, you may select different Buyer Offers for different parts of your Compute Output and change your selection at any time, subject to any fixed term you have accepted. Your proceeds depend only on the Compute Output of your Lot delivered under the Buyer Offer you selected; they are not pooled with, averaged with or dependent on the output, proceeds or decisions of any other User, and no Compute Output of other Users is used to perform your sale. Where we deliver Compute Output of several Users to a Compute Buyer together, we attribute deliveries, amounts paid and any shortfall to each Lot in our records in accordance with Telemetry and our agreement with that Compute Buyer, never in proportion to Users' holdings.

A.11. We admit Compute Buyers on published, objective criteria and check them before publication (identity, sanctions, export-control status and intended use); we may remove a Buyer Offer at any time for compliance reasons. A Compute Buyer located, organised or headquartered in a Restricted Jurisdiction is not admitted.

A.11A. Neither we nor the AI Miner Seller use, sell or allocate the Compute Output of your Lot for our own account or for anyone other than as you instruct. Hardware capacity that you do not call on is not your Compute Output; clause 8.2A of the Agreement applies to it.

Module B — Self-Use and Integrations

B.1. Self-Use may be available through the access methods stated in the Lot Specification and through alternative means that may become available from time to time. You are responsible for your workloads, data, models, credentials and compliance with the Acceptable Use Policy and clause 8.5 of the Agreement.

B.2. Integration Requests are reviewed case by case. An accepted integration is implemented on the conditions we confirm, which may include identity verification, additional checks on the intended use and the recipient systems, technical restrictions and location verification.

Module C — Settlement

C.1. After any deduction of the AI Miner Service Fee under clause 6.7 of the Agreement, the Settlement Provider credits the balance of your share, determined by our records per Lot, to your account with the Settlement Provider in fiat currency or in crypto-assets converted by the Settlement Provider at its rates, subject to data available in the Product interface. Where applicable law requires that such payments be received, converted or paid out by a licensed or regulated provider, this may be the only settlement route. The Settlement Provider's terms apply to that account, to conversion and to withdrawals.

C.2. The Settlement Provider may charge its own fees under its terms, which are shown to you before you give a Sale Instruction. Any balance shown in the Product in respect of proceeds is a display of your account with the Settlement Provider.

D. Lot transfers

D.1. Where the Product makes it available, you may sell your Lot to another User on the Secondary Marketplace under clause 3.6 of the Agreement and Section 8.7 of the Terms of Use. The sale transfers the Agreement to the buyer. A Compute Contract in force passes with the Lot and continues unchanged for the rest of its term, with the buyer as the seller of the Compute Output; your Sale Instruction is treated as the buyer’s. Amounts and the AI Miner Service Fee for Delivery Periods before the transfer are yours; those for later Delivery Periods are the buyer’s. Any fee for the use of the Secondary Marketplace is charged under the Terms of Use and is not a fee of the AI Miner Marketplace.

E. Fees

E.1. We charge you no platform fee, agency fee, service fee, commission or percentage for the use of the Marketplace or for acting on your Sale Instruction, and we keep nothing from the proceeds. We are remunerated by other participants of the Marketplace (clause 6.5 of the Agreement). The AI Miner Service Fee is a fee of the AI Miner Seller under clause 6 of the Agreement; it accrues only for Delivery Periods in which your Lot has an active Compute Contract and is paid under clause 6.7 of the Agreement. The Settlement Provider may charge its own fees under its terms, which may be shown to you before you give a Sale Instruction.

F. Disputes

F.1. Disputes with a Compute Buyer about delivery or payment under a Compute Contract are resolved on the basis of Telemetry and the Buyer Offer; we pursue them for you, as your agent, under clause A.8 but are not liable for the Compute Buyer's performance.

F.2. Disputes with us are resolved under clause 14.4 of the Agreement.

ANNEX 2 — COMPUTE ACCEPTABLE USE POLICY

You may not use Compute Output, and may not allow any person to use it, for any of the following:

- **Unlawful content and conduct.** Any activity that is unlawful where you are, where we are or where the hardware is located, including the creation, storage or distribution of child sexual abuse material, non-consensual intimate imagery, or content that incites violence.
- **Malicious code and attacks.** Developing, testing or distributing malware, exploits or ransomware; denial-of-service attacks; unauthorised access to systems, networks or data; credential stuffing; or circumventing any security control.
- **Weapons and military use.** Any use related to the design, development, production or use of nuclear, chemical or biological weapons, missiles or unmanned aerial vehicles, or any military, military-intelligence or security-service end use, including the training of models for such purposes.
- **Export-control circumvention.** Providing access to Compute Output to any person in a Restricted Jurisdiction or on a restricted-party list; training models for, or transferring model weights to, any person headquartered or organised in a Restricted Jurisdiction; or any use that would breach a licence condition applicable to the hardware.
- **Resale and sharing.** Reselling, subletting, sharing or otherwise making Compute Output available to third parties, including through resale platforms or reverse proxies, otherwise than through the Marketplace.
- **Deceptive and abusive use.** Spam, fraud, phishing, impersonation, surveillance of individuals without lawful basis, biometric identification contrary to applicable law, or the generation of content designed to deceive.
- **Interference.** Any use that degrades the infrastructure, other Users' Lots or the Product, including attempts to exceed your Compute Output, to access hardware or Telemetry of other Lots, or to reverse engineer the platform.
- **Other prohibited uses.** Any use that the hardware vendor's terms, our suppliers' terms or applicable law prohibit, as notified in the Product from time to time.

We may monitor usage metadata (not the content of your workloads, except where required by law or to investigate a suspected breach) to enforce this Policy.

Breach of this Policy is a material breach of the Agreement.

ANNEX 3 — RESTRICTED JURISDICTIONS

The AI Mining Service is not offered to, and Compute Output may not be used from, in or for the benefit of persons in, the following countries and territories:

Part 1 — Sanctioned and comprehensively restricted destinations: Cuba; Iran; North Korea (DPRK); Syria; the Crimea, Donetsk, Luhansk, Kherson and Zaporizhzhia regions of Ukraine; Russia; Belarus;

Part 2 — Export-control destinations for advanced computing items: the People's Republic of China (including Hong Kong and Macau); other destinations in Country Groups D:1, D:4 and D:5 of Supplement No. 1 to Part 740 of the U.S. Export Administration Regulations, as listed in the Product.