



**THUNDERBOLT
UNION**

THUNDERBOLT UNION LIMITED
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DELEGATION AND TRUST MANAGEMENT AGREEMENT FOR CRYPTOCURRENCY MINING EQUIPMENT

City: London

Date:

Contract Number:

This Agreement (hereinafter referred to as the "Agreement") is entered into by and between **THUNDERBOLT UNION LIMITED**, a company registered in the United Kingdom, in the City of London, under registration number **15526259**, represented by its Director, **Garry Butt**, acting under the company's Articles of Association, hereinafter referred to as "THUNDERBOLT," of the one part,

and

Date of Birth:

Document Number:

hereinafter referred to as the "Client," of the other part, collectively referred to as the "Parties".

Definitions

1.1 Equipment, Miner, Device, and Client's Hardware — ASIC (Application-Specific Integrated Circuit) devices used as cryptocurrency mining equipment, meeting the technical specifications defined by the Client based on the selected equipment contract and purchased by THUNDERBOLT for the purpose of fulfilling obligations under this Agreement. The Equipment is owned by the Client and is hosted at the Host's premises.

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1.2 Client — An individual or legal entity that owns the Miners and utilizes the services of THUNDERBOLT.

1.3 Services — A suite of services, including the hosting, operation, and maintenance of the Equipment in regions with low electricity rates.

1.4 Income — Funds generated from mining activities performed using the Equipment.

1.5 Personal Account — The Client's account or profile on the thunderboltunion.uk website, accessible after registration and authentication, where the Client can add funds, withdraw earned income, manage equipment contracts, review income and expense reports, and perform other actions as provided under the terms of this Agreement.

1.6 BTC — Bitcoin, a digital currency that uses blockchain technology for decentralized value transfer and storage.

1.7 Network Difficulty — A parameter that determines the complexity of the computational tasks required to mine a new block on the Bitcoin blockchain. Network Difficulty adjusts according to the total network hash rate.

1.8 Hosts — Individuals who provide space or designated areas within their households for Equipment hosting in exchange for a share of the profit generated by the installed Equipment.

1.9 USDT (Tether) — A stablecoin issued by Tether Limited. USDT is utilized as a digital asset for purposes of exchange, value storage, and profit stabilization, aimed at mitigating risks associated with the volatility of the cryptocurrency market.



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1.10 Mining Pool Fee — A fee charged by the mining pool for aggregating the computing power of various participants to increase the probability of finding a block and receiving a reward.

1.11 Equipment Power — The computational power of the Equipment, measured in hashes per second (H/s), indicating the number of calculations the Equipment can perform per unit of time.

1.12 Equipment Power Consumption — The amount of electricity consumed by the Equipment during its operation, measured in kilowatt-hours (kWh).

Subject of the Agreement

2.1 The Client authorizes THUNDERBOLT to purchase Equipment that meets the technical specifications and quantity specified by the Client. The Equipment is hosted by the Host and used for cryptocurrency mining and profit generation.

2.2 THUNDERBOLT undertakes to install the Equipment and provide the necessary maintenance to ensure its efficient operation.

2.3 The Client shall transfer funds to THUNDERBOLT to fulfill the obligations under this Agreement. The Client shall top up their deposit and purchase an equipment contract through their Personal Account on the thunderboltunion.uk website.

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Rights and Obligations of the Parties

Obligations of THUNDERBOLT:

3.1.1 To procure the Equipment in accordance with the technical specifications and quantity specified by the Client.

3.1.2 Ensure the installation and connection of the Equipment in a region deemed suitable for this purpose by THUNDERBOLT.

3.1.3 To conduct regular maintenance and promptly address any Equipment malfunctions.

3.1.4 To utilize the funds received from the Client exclusively for the purchase of the Equipment and its placement with the Host.

3.1.5 To regularly provide reports on the operation of the Equipment.

3.1.6 To maintain the confidentiality of information pertaining to the Client and the Client's funds.

3.1.7 To provide the Client with cryptocurrency mining profits after deducting all expenses related to mining activities, fulfillment of contractual obligations, THUNDERBOLT's commission, the Host's fees, and any other applicable costs.

3.1.8 To commence fulfillment of the contract obligations within 14 business days from the receipt of funds from the Client, provided that the Client has submitted all necessary documents and information.

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3.1.9 THUNDERBOLT shall provide the Client with support on all matters related to the operation of the Equipment.

3.1.10 THUNDERBOLT shall ensure the Equipment is insured against risks of damage, theft, and other force majeure circumstances.

3.1.11 THUNDERBOLT shall, within 48 hours of receiving BTC mining income, exchange the BTC cryptocurrency for USDT (Tether) to secure profits for subsequent distribution between the Client, THUNDERBOLT, and the Host, in accordance with clause 5.1.

Rights of THUNDERBOLT:

3.2.1 To independently select Equipment that meets the technical specifications and quantity specified by the Client, or equipment with equivalent characteristics, to fulfill the obligations under the contract without the Client's approval.

3.2.2 To designate the Host for the Equipment's placement without the Client's approval.

3.2.3 To receive a commission in accordance with the terms of this Agreement and to deduct expenses related to the fulfillment of its obligations.

3.2.4 To transfer its rights and obligations, in whole or in part, to third-party organizations for the performance of actions provided for in this Agreement.

3.2.5 THUNDERBOLT reserves the right to select an insurance provider independently, without the Client's approval.



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Obligations of the Client:

3.3.1 To provide THUNDERBOLT with the funds necessary to fulfill the obligations under this Agreement in accordance with its terms.

3.3.2 To acknowledge and assume all risks associated with cryptocurrency mining and cryptocurrency activities in general, including the possibility of total loss of funds.

3.3.3 To provide THUNDERBOLT with accurate information when entering into the Agreement. In the event of providing false information, the Agreement shall be deemed invalid.

Rights of the Client:

3.4.1 To receive profits from cryptocurrency mining, if any, in accordance with the terms of this Agreement.

3.4.2 To receive reports on the performance and income of the Equipment.

Risks and Limitation of Liability

4.1. THUNDERBOLT shall not be liable for losses caused by:

4.1.1 Fluctuations in cryptocurrency exchange rates and other market factors.

4.1.2 Changes in laws and regulations affecting mining activities.

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4.1.3 Force majeure circumstances as outlined in Section 8.

4.2 THUNDERBOLT shall take all reasonable measures to minimize these risks. In particular, the company is obligated to conduct timely maintenance of the Equipment and adapt its operation based on changes in the cryptocurrency market, such as cryptocurrency prices and network difficulty. This includes adjusting the power or temporarily suspending the operation of the Equipment in the event of significant declines in cryptocurrency prices or increases in network difficulty to reduce or eliminate potential losses for the Client.

4.3 To mitigate risks associated with cryptocurrency volatility, THUNDERBOLT is obligated not to hold BTC received as mining income for more than 48 hours from the time of receipt, in accordance with clause 3.1.11.

4.4 THUNDERBOLT does not guarantee profit. All risks associated with the possible loss of funds lie entirely with the Client.

4.5 The Client acknowledges full awareness of the risks associated with activities in the cryptocurrency market, including blockchain technologies, cryptocurrencies, and cryptocurrency mining, and assumes full responsibility for any potential losses.

4.6 The Client recognizes that there may be changes in the protocols used to validate transactions on the blockchain (mining) of cryptocurrencies through the Client's chosen contract (algorithm).

4.7 The Client represents and warrants responsibility for maintaining the confidentiality of their login credentials. Login credentials for accessing the Client's Personal Account on the Thunderbolt Union website and any services created are intended solely for the Client's internal use. The Client is strictly prohibited from selling, transferring, or sublicensing them to any other individual or entity. Any third party gaining access to such information, including

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credentials and accounts used by the Client, may wrongfully appropriate the Client's cryptocurrency. THUNDERBOLT shall not be liable for any such losses.

4.8 The Client represents and warrants that they accept the risks associated with blockchain protocols and networks, including instability, congestion, high transaction costs, network delays, information security, regulatory risks, as well as technological and operational errors. The Client understands that these risks may lead to delays or the inability to process transactions, the inability to deliver hash rate outputs, and high blockchain transaction fees. The Client understands and agrees that THUNDERBOLT shall not be liable for any degraded Services, related functions, or capabilities resulting from blockchain network risks.

Income Distribution

5.1 The income generated from cryptocurrency mining on the installed Equipment, after deducting all expenses (such as electricity costs, mining pool fees, cryptocurrency exchange fees, transaction fees, etc.), shall be distributed as follows:

Host: 15%

THUNDERBOLT: 15%

Client: 70%

Confidentiality

6.1 The Parties agree not to disclose any confidential information obtained in the course of executing this Agreement, except as required by law.

6.2 Disclosure of confidential information is permitted only with the written consent of the other Party.

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6.3 THUNDERBOLT undertakes to comply with the General Data Protection Regulation (GDPR) in processing and storing the Client's personal data. The Client consents to the processing of their data for the purposes of executing this Agreement, including the potential transfer of data to third parties if necessary for the fulfillment of the company's obligations.

Intellectual Property

7.1 The Client acknowledges and agrees that THUNDERBOLT retains all intellectual property rights related to any software and platform used to provide the Services. The Client is granted a limited, non-exclusive, non-transferable license to use the software solely for the purposes specified in this Agreement.

Term and Termination of the Agreement

8.1 This Agreement is concluded for a term of three years from the date it is signed by both Parties.

8.2 The Agreement shall automatically renew for subsequent three-year periods unless either Party expresses a desire to terminate it.

8.3 Periods of Equipment downtime shall be added to the term of the Agreement.

8.3.1 In the event of Equipment downtime due to unfavorable mining conditions resulting in potential losses, the term of the Agreement shall be extended by the number of downtime days. For each day the Equipment is offline, one day shall be added to the term of the Agreement.

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Force Majeure

9.1 Neither Party shall be liable for complete or partial non-performance of obligations under this Agreement if such non-performance is caused by force majeure circumstances.

9.2 Force majeure circumstances are defined as extraordinary and unforeseeable events such as natural disasters (earthquakes, floods, hurricanes), wars, acts of terrorism, epidemics, pandemics, actions of government authorities, changes in legislation, sanctions, and any other events or circumstances beyond the reasonable control of the Parties that directly or indirectly affect cryptocurrency-related activities and/or the fulfillment of obligations under this Agreement.

9.3. The Party affected by force majeure circumstances must promptly notify the other Party of the occurrence of such circumstances.

9.4 In the event of force majeure, both Parties shall make all reasonable efforts to mitigate the consequences and continue fulfilling the obligations under the Agreement to the extent possible.

9.5 If the force majeure event lasts for more than 30 days, either Party may request a review of the Agreement's terms or its temporary suspension.

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Dispute Resolution Procedure

10.1 Disputes and disagreements arising from this Agreement shall be resolved through negotiations between the Parties.

10.2 The Party with a claim must first submit a pre-trial demand to the other Party in an informal format, describing the nature of the claim.

10.3 The Parties agree to review the demand and attempt to resolve the dispute in a pre-trial manner.

10.4 If it is not possible to resolve the dispute through pre-trial negotiations, the dispute shall be submitted to court for resolution in the jurisdiction of the Company's registration.

Taxation and Parties' Tax Obligations

11.1 The Client is fully responsible for paying all taxes, fees, and other mandatory payments that may arise from their cryptocurrency mining income, including income tax, profit tax, or other charges imposed by the Client's jurisdiction of residence or registration.

11.2 THUNDERBOLT shall not be liable for the Client's taxes and does not provide tax advice. The Client agrees to consult tax professionals independently and to pay all required taxes in their country.

11.3 THUNDERBOLT's Tax Obligations

11.3.1 THUNDERBOLT undertakes to fulfill its tax obligations in accordance with the laws of England and Wales, including filing tax reports and paying corporate taxes.

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11.4 All amounts paid to the Client under this Agreement are stated exclusive of taxes. Should tax obligations arise in the jurisdiction of England and Wales, or any other jurisdiction, regarding payments made to the Client, THUNDERBOLT reserves the right to withhold the applicable tax amount and remit it to the tax authorities as required by law.

11.5 If the laws of England and Wales require withholding or deduction of taxes from amounts payable to the Client, THUNDERBOLT shall be entitled to make such withholdings or deductions.

11.6 THUNDERBOLT agrees to provide the Client with documentary evidence of tax withholdings (e.g., certificates or statements) that may be used for tax refunds or tax filings in the Client's jurisdiction, where applicable.

Amendment of Agreement Terms

12.1 THUNDERBOLT reserves the right to amend the terms of this Agreement. The Client shall be notified of such changes at least 30 days before they take effect. If the Client continues to use the company's services after the amendments take effect, this shall be considered the Client's acceptance of the new terms.

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Miscellaneous

13.1 This Agreement is executed in two counterparts, one for each Party, both of which have equal legal force.

13.2 All communications and notifications made or provided under this Agreement shall be in the English language.

Signatures of the Parties

THUNDERBOLT UNION LIMITED

Company Registration Number: 15526259
Director: Garry Butt

(Signature)

(Seal)

Client:

Full Name:

Date of Birth:

Document Number:

(Signature)

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