

BLOCK CHAIN BASED SMART CONTRACT
NETWORK COMPUTER HARDWARE AND
SOFTWARE SYSTEM
CONSIGNMENT MANAGEMENT AGREEMENT



BLOCK CHAIN BASED SMART CONTRACT NETWORK
COMPUTER HARDWARE AND SOFTWARE SYSTEM
CONSIGNMENT MANAGEMENT AGREEMENT

This BLOCK CHAIN BASED SMART CONTRACT NETWORK COMPUTER HARDWARE AND SOFTWARE SYSTEM (“Product”). Consignment Management Agreement is between Mining Max, LLC, a California limited liability company (“Company”) and the purchaser of a BLOCK CHAIN BASED SMART CONTRACT NETWORK COMPUTER HARDWARE AND SOFTWARE SYSTEM (“Customer”). The Company specializes in sales and consignment management of said Product.

The Customer’s name is _____.

NOW, THEREFORE, in consideration for the mutual covenants and promises contained in this Agreement, Company and customer agree as follows:

Section 1. PURPOSE

The Customer purchases a product from the Company and consigns the product to the Third Party Management Entity for management. This Agreement describes such arrangement and its terms in detail.

Section 2. CONSIGNMENT AGREEMENT

1. The Customer delegates his/her rights of management and operation of the product to third party management entity which company designates.
2. The product consigned by the Customer to the Company will be operated exclusively by third party entity with all rights and responsibilities it was delegated, in regards to participating in the smart contract network (“Network”)

Section 3. COST AND INITIALIZATION

1. Cost of Consignment: First 24 month of consignment contract cost of Model name MM-ALT-601/144 HASH power is provided for at no charge.
2. Initialization Period (from Purchase to beginning of joining the network): Maximum of 45 days

Section 4. DISTRIBUTION OF NETWORK FEES

1. Out of total network fees received each month, the remainder after excluding the electrical usage fee will be regarded as 100% for the distribution purposes (“Net

- Fee”).
2. 60% of net fee will be distributed to the Customer who consigned the product.
 3. 40% of net fee will be distributed to Company for payment of commissions and for maintenance cost of the product. The remainder afterwards belongs to the Company.

Section 5. PERIOD OF CONTRACT

1. This Consignment Agreement is valid for Twenty Four (24) Month. Once the twenty four month contract period has expired, there shall be an option to upgrade the parts of the product and extend the Agreement.
2. The party who wants to extend the contract period shall deliver a written notice to the other party at least sixty (60) days prior to the end of the contract period. When the requesting party has not received any reply form the requested party, the Agreement shall be automatically extended.
3. The cost to upgrade the product shall be deducted from the fees received from the Customer’s product.
4. The Agreement can be extended with a period of ONE (1) year after initial extension.

Section 6. TEMPORARY INTERRUPTION OF NETWORK PARTICIPATION

In following situations, the network participation shall be temporary interrupted and the company shall not be responsible for the losses and/or inconveniences of the customer:

1. During the time when the company decided and authorized for periods required for product maintenance check.
2. During the time needed for a new smart contract network program set-up while changing the current smart contract network program for a new smart contract network.
3. During the time for repairs of any malfunction of parts, according to the A/S policy of manufacturer and/or the time required by the company.

Section 7. REFUND AND RETURN OF PRODUCT

1. Refund: Customer can cancel this contract within THREE (3) calendar days from the execution date and request a full refund.
2. Return: After 3 days, the Customer can request, upon obtaining approval from the company, to return the product that was purchased by the Customer and consigned to the company.
3. Once approved by the Company, the Customer can pick up the consigned product or have it delivered to the Customer, less any fees, shipping costs and any sales commissions already paid out.
4. Once the product is returned to the Customer, no fees and commissions shall be paid out.

Section 8. COMMISSIONS AND FEES

1. Sales Commission and Network Fee shall be paid out as in the Company's policy and the company reserves a right to change the policy with a prior notice.
2. Customer may choose to participate in Smart Contract Network Group Program.
3. The value of fees paid out from the smart contract network varies based on the supply and demand of the market; hence the Company shall not be responsible for any damages and/or profits caused due to the fluctuation of the value of the fees received.
4. Company only guarantees the stated hash power of the product, not the amount of fees received in any way since it changes constantly.
5. When the customer request refund, converting one smart contract network program to another smart network program or makes any other change request, the customer shall be responsible for \$50 administration fee.
6. When the customer upgrades a 4 way product (MM-ALT-401 / 80 Hash Power) to a 6 way product (MM-ALT-601 / 144 Hash Power), the customer shall be responsible for paying \$680 upgrade fee.
7. When a fee is due from the customer, it shall be paid from the received fees from the customer's consigned machine first. If the fee balance is insufficient, the customer shall pay the fee from the refund due to the customer or from his/her own funds.

Section 9. NONDISCLOSURE AND PRIVATE PRIVACY POLICY

1. Customer must not release any confidential information regarding the Company that is not available to the public, to any Third party or institution without obtaining prior written consent from the company.
2. Customer is required to sign the privacy protection policy provided separately. This contract is fully in effect and enforceable only upon the customer signing separately provided privacy protection policy.

Section 10. CANCELLATION AND DAMAGE

Both Parties may cancel or revise this Agreement and request for compensation of damages if any of the following conditions are met.

1. If any part or whole of this Agreement is found to be violated by either Party.
2. If Slander, Libel or clear Defamation of either Party have been acknowledged.

Section 11. FORCE MAJEURE

1. Neither the company nor the customer shall be liable in damages, or shall be subject to termination of this Agreement, for any delay or default in performing any obligation hereunder if that delay or default is due to any cause beyond the reasonable control and without fault or negligence of that party.
2. The party becomes unable to perform his/her duty due to the conditions sets forth

- above in clause 1 shall have a duty to inform the other party immediately.
3. Once the party restores his/her ability to perform his/her duty, he/she shall promptly and diligently perform the duty.

Section 12. GOVERNING LAW

Any dispute, controversy or claim between the parties arising out of or in connection with this Agreement, including but not limited to its conclusion, existence, validity, interpretation, performance or non-performance, breach, or termination, whether arising before or after the termination of the Agreement, shall be referred to and finally determined by the appropriate court located in, and shall be governed by, and construed in accordance within the laws of where the Headquarters of the company is located.

Section 13. BINDING OF AGREEMENT

1. Once the purchase is verified by the company, and the company approves the customer's request of consignment, the Company then shall sign this Agreement and returns it to the Customer, at which time the Agreement shall be considered complete and legally binding.

Section 14. ARBITRATION

1. Any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration in the state of California in accordance with the rules of the American Arbitration Association then in effect,
2. The judgment upon the award rendered by the arbitrator or arbitrators shall be final and binding upon the parties hereto.
3. If arbitration is required to enforce or to interpret a provision of this Agreement, or otherwise arises with respect to the subject matter of this Agreement, the prevailing party shall be entitled, in addition to, other rights and remedies that it may have, to reimbursement for its expenses incurred with respect to that action, including court costs and reasonable attorneys' fees at trial, on appeal, and in connection with any petition for review.

Section 15. NOTICES

All notices shall be sent prepaid either by mail (including electronic mail), telex or facsimile addressed to the respective parties at the address hereinafter set forth, unless they shall otherwise notify in writing.

Section 16. ENTIRE AGREEMENT

This Agreement is the entire agreement between the parties, cannot be changed orally, and neither party has made any representations or promises to the other which are not expressed in this Agreement.

Section 17. ASSIGNMENT

This Agreement shall not be assigned by either party hereto without obtaining a written approval from the other party.

Section 18. WAIVER

No waiver of a breach of the terms of this Agreement shall be effective unless made in writing, and no such waiver shall be deemed a waiver of any other existing or subsequent breach. No modification of this Agreement shall be of any effect unless set forth in writing.

Section 19. SEVERABILITY

In any provision of this Agreement is declared invalid or unenforceable by a court having competent jurisdiction, it is mutually agreed that this Agreement shall endure except for the part declared invalid or unenforceable by order of such court. The parties shall consult and use their best efforts to agree upon a valid and enforceable provision which shall be a reasonable substitute for such invalid or unenforceable provision in light of the intent of this Agreement.

Section 20. HEADINGS

The paragraph headings contained in this Agreement are for convenience only and shall not affect in any manner the meaning or interpretation of this Agreement.

Section 21. California Customer

If the customer is defined as a California resident by US Tax laws and regulations, the customer hereby certifies that the product purchased is for use exclusively outside of the state of California.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date on _____.

Customer Name: _____

Address: _____

E-mail: _____

Telephone No: _____

Customer Signature: _____

Join Smart Contract Group Network Program Yes:_____ No: _____

Company Representative Name: _____

Company Representative Signature: _____