

General Terms and Conditions (GTC) for B2B Clients

Hosting

QUETTA SOLUTIONS - FZCO

(Version: July 2026)

Part I: General Provisions

§ 1 Scope of Application

- (1) These General Terms and Conditions (hereinafter “GTC”) apply to all contracts concluded between Quetta Solutions - FZCO, registered in the commercial register of the Dubai Integrated Economic Zones Authority under license number 49908, with its business address at IFZA Business Park, DDP, PO Box 342001, Dubai, United Arab Emirates (hereinafter referred to as “Quetta Solutions”), represented by the managing director, and its customers (hereinafter “Customer”).
- (2) For reasons of readability, the simultaneous use of the masculine, feminine and diverse (m/f/d) language forms is omitted. All personal designations apply equally to all genders.
- (3) The version of the GTC valid at the time of conclusion of the contract, as made available by Quetta Solutions, shall be the exclusive version applicable and authoritative.
- (4) These GTC also apply to future business relationships, even if they are not expressly agreed again.
- (5) Individual agreements and details in the order confirmation take precedence over the GTC.
- (6) Deviating, conflicting or supplementary general terms and conditions of the Customer shall only become part of the contract if and to the extent that Quetta Solutions has expressly agreed to their validity.
- (7) Contracts with the Customer are concluded in the English language. Should a translation into another language (including Arabic) be provided, the English version shall be exclusively legally binding.

§ 2 Entrepreneur/Trader Status

- (1) The offer of Quetta Solutions is directed exclusively at entrepreneurs or traders within the meaning of Chapter 2 and Article 11 of the Federal Decree-Law No. 50 of 2022 Issuing the Commercial Transactions Law (hereinafter the “UAE Commercial Transactions Law”), i.e. natural or legal persons or partnerships with legal capacity who, when concluding the contract, act in the exercise of their commercial or self-employed professional activity, as well as legal entities under public law and special funds under public law. Every contract concluded with Quetta Solutions is a commercial (B2B) transaction. The Federal Law No. 15 of 2020 on Consumer Protection and any other consumer-protection provisions do not apply, and the Customer waives any reliance thereon to the fullest extent permitted by applicable UAE law.

- (2) The Customer is obliged to verify on its own responsibility, prior to concluding the contract, whether it qualifies as an entrepreneur/trader within the aforementioned meaning. By submitting its inquiry or offer to Quetta Solutions, the Customer represents and warrants that it is such an entrepreneur/trader and that it concludes the contract exclusively in the exercise of its commercial or self-employed professional activity, with the intention of making a profit and on a lasting basis. This representation is a fundamental condition of the contract.
- (3) The Customer alone is responsible for providing Quetta Solutions, on its own initiative, with all evidence necessary or expedient to document its entrepreneurial status (e.g. a tax or VAT registration number, trade licence, commercial register extract, or other suitable official evidence), completely, correctly and truthfully. Quetta Solutions is under no obligation to request such evidence or to verify its accuracy; any review is conducted exclusively in Quetta Solutions' own interest and establishes no duty of protection towards the Customer.
- (4) If it transpires that, contrary to the representation under paragraph 2, the Customer is not an entrepreneur/trader within the aforementioned meaning, or that the information or evidence provided regarding its entrepreneurial status was incorrect, incomplete or misleading, the Customer shall indemnify, defend and hold harmless Quetta Solutions against all resulting damages, expenses and disadvantages, including additional tax burdens, regulatory or governmental measures, costs of legal enforcement, and costs of adjusting or unwinding the contractual relationship. In addition, Quetta Solutions shall be entitled to rescind or terminate the contract with immediate effect. Any contributory fault of Quetta Solutions shall only be taken into account to the extent it is based on wilful intent or gross negligence.

§ 3 Conclusion of Contract

- (1) The presentation or promotion of goods or services by Quetta Solutions does not constitute a binding offer to conclude a contract.
- (2) Unless otherwise expressly agreed between the contracting parties, a contract is regularly concluded as follows:
 - a. By submitting an inquiry to Quetta Solutions, the Customer makes a non-binding offer to purchase the relevant goods or to use an offered service. Quetta Solutions confirms receipt of an inquiry immediately by e-mail. Such an e-mail does not yet constitute a binding acceptance of the inquiry unless, in addition to confirming receipt, acceptance is expressly declared therein.
 - b. After receiving the Customer's inquiry, Quetta Solutions will submit a non-binding offer to the Customer. Such non-binding offer does not constitute a binding declaration of intent aimed at concluding a contract. After the Customer has agreed to the terms of the non-binding offer, Quetta Solutions will prepare an offer based on this. The offer must be confirmed by the Customer.
 - c. A contract is only concluded when the order is confirmed by a declaration of acceptance by Quetta Solutions via separate e-mail (order confirmation) or by delivery of the ordered items. The contract text, consisting of the order, the GTC, and the order confirmation of Quetta Solutions, will be provided to the Customer together with the order confirmation or in a separate e-mail, but no later than upon delivery of the goods, on a durable medium.
- (3) Requests for deliveries abroad are only accepted from a certain minimum order value. The exact minimum order value can be found in the offer text of Quetta Solutions.

- (4) If delivery of the goods ordered by the Customer or the provision of the service is not possible, e.g., because the respective goods are not in stock or the minimum order for the provision of hosting services is not reached, Quetta Solutions will refrain from submitting a binding offer. In this case, no contract is concluded. The Customer will be informed accordingly. Any payments already received from the Customer will be refunded by Quetta Solutions.
- (5) Customers may also conclude contracts with Quetta Solutions by offer and acceptance. These GTC also apply to such contracts. Such contracts are concluded in the English language; should a translation into another language (including Arabic) be provided, the English version shall be exclusively legally binding.
- (6) There is no right of withdrawal from the contract nor any right to rescind from the contract by the Customer, unless governed otherwise by mandatory statutory law, since Quetta Solutions only concludes contracts with entrepreneurs within the meaning of Chapter 2 and Article 11 of the UAE Commercial Transactions Law.

§ 4 Prices and Shipping Costs

- (1) All stated prices are net prices exclusive of statutory VAT.
- (2) The shipping costs are listed in the offer or the order confirmation. In case of a discrepancy between them, the details in the order confirmation take precedence.
- (3) Any customs duties or other costs for international shipments shall be borne by the Customer. Any bank transfer fees, remittance charges or intermediary bank costs shall likewise be borne by the Customer.

§ 5 Terms of Payment, Offsetting, Right of Retention

- (1) Payments can be made by bank transfer or by a transaction with an agreed cryptocurrency. Quetta Solutions preferably accepts payment in the stablecoins USD Coin (USDC) and Tether (USDT); no processing fee applies to payments in USDC or USDT. For payments in other agreed cryptocurrencies (e.g. Bitcoin), Quetta Solutions charges a processing fee of 0.99% of the payment amount, covering the additional effort of payment processing and conversion. Cryptocurrencies other than those agreed are not accepted.
- (2) Customer payments are due immediately upon invoicing.
- (3) If payments are made in cryptocurrencies, the exchange rate used for conversion is determined by the reference rate applicable at the time of payment on Bitget Singapore. The most recently published average of the bid and ask price in USD at the time of the transaction is decisive. The Customer bears the exchange-rate risk until receipt of payment in the wallet designated by Quetta Solutions; any resulting shortfall shall be paid without delay. If the above-mentioned exchange is not available or if there is insufficient trading volume for the respective cryptocurrency, the reference rate of a comparable, recognized and liquid trading platform, to be jointly determined by both contracting parties, will be used as a substitute.
- (4) The Customer has no right of set-off or retention unless the counterclaim is undisputed or has been legally established.

§ 6 Delivery, Shipping

- (1) The deadlines and dates for deliveries and services indicated by Quetta Solutions are always only approximate unless a fixed deadline or fixed date has been expressly promised or agreed. If shipment has been agreed, delivery periods and delivery dates refer, unless expressly stated otherwise by Quetta Solutions, to the time of handover to the carrier, freight forwarder or other third party commissioned with the transport.
- (2) Quetta Solutions is entitled to make partial deliveries and partial services if they are usable by the Customer within the contractual intended purpose, the remaining agreed delivery and performance are ensured, and the Customer does not incur any significant additional effort as a result.
- (3) If delivery is not possible due to reasons attributable to the Customer and the goods are returned by the transport company, the Customer shall bear the costs for the unsuccessful shipment.
- (4) The Customer is obliged to accept delivery within 7 days after notification of readiness for delivery or dispatch. If the Customer fails to accept delivery within this period, the Customer is in default of acceptance and Quetta Solutions is entitled to charge the resulting additional costs, in particular storage, demurrage and renewed delivery costs; the Customer's right to prove that no or substantially lower costs were incurred remains reserved.

§ 7 General Warranty

- (1) For material and legal defects of the delivered items, Quetta Solutions assumes liability in accordance with the applicable statutory provisions, in particular Articles 107 and 108 of the UAE Commercial Transactions Law.
- (2) For entrepreneurs, the warranty period is 6 months from the date of actual delivery. In the case of shipment to the Customer or to a third party designated by it, the goods must be carefully inspected immediately. With regard to obvious defects or other defects that would have been identifiable in the course of an immediate, careful inspection, the goods shall be deemed approved by the Customer if Quetta Solutions does not receive a written notice of defect within (15) fifteen days from the date of actual delivery of the sold item. With regard to other latent defects that cannot be discovered by usual inspection, the goods shall be deemed approved by the Customer if Quetta Solutions has not been advised of the defect immediately upon discovery thereof, and the Customer did not file a warranty claim within (6) six months from the date of actual delivery. However, if the defect was already obvious at an earlier point in time during normal use and the Customer did not advise Quetta Solutions of the defect within (15) fifteen days from the date of actual delivery of the sold item, then the goods shall be deemed approved by the Customer and the Customer shall have forfeited its rights to rectification, redress or compensation.
- (3) In addition to claims for material and legal defects in accordance with paragraph 1, there may be warranties granted by Quetta Solutions or the manufacturers of certain items on a case-by-case basis. The details of the scope of such warranties are set out in the respective warranty conditions, which may be enclosed with the items.
- (4) The liability of Quetta Solutions due to any warranties, if and when any warranties have been expressly agreed upon in advance, remains unaffected.
- (5) The Customer bears the burden of proving that a defect already existed at the time the risk passed to the Customer.

§ 8 Liability and Limitation of Liability

- (1) Quetta Solutions is only liable for fraud, wilful intent and gross negligence. Any other form of liability is hereby expressly and comprehensively excluded unless prescribed by mandatory statutory legal obligations and liabilities.
- (2) Liability is excluded for defects caused by the hardware or software used by the Customer and not sourced from Quetta Solutions, outdated drivers, or incorrect operation of the goods.
- (3) Upon handover of the goods to the transport company, the risk of accidental loss and accidental deterioration passes to the Customer.
- (4) Quetta Solutions shall not be held liable for any indirect, incidental, special, consequential or liquidated damages, nor for any loss of profit, loss of mining revenue, loss of data or business interruption, whether resulting from defects in the goods or otherwise.
- (5) The limitations of this § 8 do not apply to liability by Quetta Solutions due to intentional conduct, gross negligence, fraud, for injury to life, body or health. The same applies to liability under the Federal Law No. 10 of 2018 On Product Safety to the extent applicable.
- (6) The Customer is expressly informed that Quetta Solutions does not provide insurance services and that the Customer's goods are not covered by any insurance. The Customer alone is responsible for insuring their property against all types of damage.
- (7) The above exclusions and limitations of liability apply to the same extent in favour of the bodies, legal representatives, employees and other vicarious agents of Quetta Solutions.
- (8) The limitation period for warranty claims for the delivered goods (except in the case of claims for damages) is (6) six months from the date of actual delivery. The statute of limitations for other claims of the Customer is governed by the statutory periods.
- (9) Subject to § 8 (5), the overall liability of Quetta Solutions for any potential damage(s), if any, shall in no event exceed the net contract or order value of the respective transaction.

§ 9 Force Majeure

- (1) If, due to an event beyond the reasonable control of Quetta Solutions (hereinafter "Force Majeure"), the performance of any contractual obligation becomes impossible, whether wholly or partially, Quetta Solutions shall be released from such obligation to the extent of the impossibility, in accordance with Article 273 of the Federal Law No. 5 of 1985 concerning the issuance of the Civil Transactions Law (hereinafter the "UAE Civil Transactions Law").
- (2) Force Majeure events include, but are not limited to, acts of God, natural disasters, fire, flood, war, terrorism, strikes and lawful lockouts, governmental, sovereign or regulatory restrictions or interventions (including energy, export and sanctions measures), pandemics or epidemics, failures or rationing of the energy supply, failures or interruptions of power, network, telecommunications or internet services, the unavailability of the respective blockchain network or protocol, or any other unforeseeable event beyond the reasonable control of Quetta Solutions that renders performance objectively impossible or materially impeded.
- (3) Quetta Solutions shall notify the Customer immediately in writing, at the latest within 10 days of becoming aware of the Force Majeure event, providing reasonable evidence of the event and its impact on performance, and shall endeavour to remedy the Force Majeure and limit its effects as far as possible.
- (4) If the impossibility is partial, the obligation shall be suspended to the extent affected. If the impossibility is total and permanent, the contract shall be deemed terminated without

liability by Quetta Solutions, except for obligations accrued prior to the Force Majeure event. If a Force Majeure event affecting Quetta Solutions continues for more than thirty (30) days, Quetta Solutions shall be entitled to terminate the contract or the affected part thereof by notice in text form, without liability.

§ 10 Prohibition of Assignment

- (1) The Customer may not assign, transfer or otherwise dispose of any claims or rights arising from the contract to third parties without the prior written consent of Quetta Solutions. Such consent shall not be unreasonably withheld.
- (2) Quetta Solutions shall be entitled to assign or transfer its rights and obligations under the contract, in whole or in part, to affiliated companies or to a successor in connection with a transfer of business or assets.

§ 11 Copyrights

Quetta Solutions holds the copyrights to all images, films and texts provided by it. Any use, reproduction, distribution or public display of these materials without prior written consent is not permitted.

§ 12 Data Protection

Quetta Solutions processes personal data in accordance with Federal Decree-Law No. 45 of 2021 Regarding the Protection of Personal Data. Information regarding the collection, processing and use of personal data will be provided to the Customer upon request and together with the contract documents.

§ 13 Applicable Law

The contractual relationship between Quetta Solutions and the Customer is governed exclusively by the substantive law of the Emirate of Dubai and those of the United Arab Emirates, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

§ 14 Duty of Confidentiality

- (1) The parties undertake to treat all contents of this contract and its ancillary provisions (in particular technical details, prices, hosting locations, site partners, security measures and processes) as confidential. This obligation continues to apply for a period of three (3) years beyond the termination of the contract. Excluded from this is information that is publicly known or legally required to be disclosed.
- (2) In the event of a breach of this confidentiality obligation, the affected party shall be entitled to seek injunctive or interim relief in addition to any claim for damages. The Customer shall indemnify Quetta Solutions against any loss resulting from the Customer's breach of this obligation.

§ 15 Arbitration

Any dispute arising out of or in connection with this contract and these GTC, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Arbitration Rules of the Dubai International Arbitration Centre, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat of arbitration shall be the Dubai International Financial Centre (DIFC), Dubai, UAE. The language to be used in the arbitration shall be English. The governing law of the contract shall be the substantive law of the UAE.

§ 16 Invalidity of Individual Provisions and Text Form

- (1) If any provision of these GTC is held to be invalid, illegal, or unenforceable under applicable UAE law, such provision shall be deemed severed from these GTC and shall not affect the validity or enforceability of the remaining provisions. The Parties shall negotiate in good faith to replace the invalid provision with a valid one that most closely reflects the original intent and economic effect. The same shall apply to any gap or omission in these GTC.
- (2) If written form is provided for notifications or declarations, text form or electronic form, in particular e-mail, shall suffice, unless a stricter form is mandatorily required by law.

Part II: Miner Hosting

§ 17 Description of Hosting Services

- (1) As part of the hosting service, Quetta Solutions enables the Customer to operate its cryptocurrency mining hardware (hereinafter “Miner”, in the plural “Miners”) for the mining of cryptocurrencies (hereinafter “crypto-mining”) by making its computing power available to a so-called mining pool. Quetta Solutions provides a fully managed hosting service: it plans, controls and coordinates the entire operation, in particular the power supply, the network connection and appropriate cooling, from the organisation of the deployment through ongoing monitoring and technical coordination to on-site staff and the organisation of maintenance and support. For the physical operation, Quetta Solutions engages a network of external site partners whose infrastructure it integrates, controls and monitors.
- (2) Hosting includes the preparation of the Miner for use in crypto-mining (hereinafter “deployment”) and the maintenance of the Miner’s operational readiness and functionality (hereinafter “monitoring”).
- (3) As part of deployment, Quetta Solutions provides the following services within four weeks of receiving the Miner from the Customer to ensure the operational readiness and functionality of the Miner (i.e., putting the Miner into the switched-on state calculating hash values):
 - a. Receipt of the Miner at the hosting location,
 - b. Removal of the Miner from its packaging and inspection for obvious defects (transport damage, etc.),
 - c. Connection of the Miner to the power supply and, if applicable, the cooling system,
 - d. Establishment of the network connection, and
 - e. Testing of operational readiness and functionality.
- (4) Quetta Solutions informs the Customer by e-mail as soon as deployment is completed. If a defect in the Miner becomes apparent during deployment, the Customer will be informed by e-mail.
- (5) As part of monitoring, the following services are provided:
 - a. Ensuring the verification of the Miner’s operational readiness and functionality (e.g., through regular checks and maintenance),
 - b. Ticket system for incidents.
- (6) From the time deployment is completed, Quetta Solutions aims for an availability of the hosting infrastructure (in particular power supply and internet connection) of ninety percent (90%) per contract year (hereinafter “target value”). The target value is an objective only; it does not constitute a guarantee, a warranted characteristic or a binding assurance of quality or performance by Quetta Solutions. A contract year comprises twelve (12) consecutive calendar months from the notification of completion of deployment. Excluded from the calculation of availability are scheduled maintenance windows as well as periods during which the hosting infrastructure or a user interface (dashboard) is not operational or functional due to technical disruptions or other performance obstacles outside the sphere of influence of Quetta Solutions, in particular Force Majeure within the meaning of § 9, unavailability of the respective blockchain network or protocol, and other obstacles not within Quetta Solutions’ control. The target value relates exclusively to the hosting infrastructure, not to the availability of individual Miners; periods during which a Miner is not operational due to a defect, repair or replacement are likewise disregarded. The target

value under this paragraph and the tolerance threshold under § 23 (5) and (6) are separate and independent mechanisms; neither limits nor extends the other.

- (7) If the Customer wishes to make use of additional services, a separate agreement on the additional service components and additional remuneration must be concluded.
- (8) The success of crypto-mining is not the subject of the contract. It is expressly pointed out that Quetta Solutions is in no way responsible for the economic success of crypto-mining. Whether and to what extent the Customer uses the Miner for crypto-mining is at the Customer's sole discretion.
- (9) Ownership of the Miner as well as the risk of accidental loss or accidental deterioration remains entirely with the Customer.
- (10) Quetta Solutions is entitled to have the services performed in whole or in part by third parties.
- (11) Mining proceeds flow exclusively to the wallet or pool address designated and exclusively controlled by the Customer. Quetta Solutions does not at any time receive, hold or take custody of the Customer's virtual assets and provides no custody or other virtual asset services in respect of the Customer's virtual assets within the meaning of the applicable UAE regulations, in particular those of the Virtual Assets Regulatory Authority (VARA).

§ 18 Customer's Duties to Cooperate

- (1) The Customer is obliged, at its own expense and risk, to send the Miners owned by it to the delivery address specified by Quetta Solutions in order to enable the agreed hosting services.
- (2) Before the Miner is put into operation, the Customer is obliged to provide Quetta Solutions with the desired pool data via the ticket system. If the pool data is not provided in time, mining cannot commence. Quetta Solutions is not liable for any delays associated with this.
- (3) The Customer is obliged to provide Quetta Solutions, via the ticket system, with its current pool data of the relevant cryptocurrencies (e.g., a Bitcoin wallet) as well as its contact details. Furthermore, the Customer is obliged to regularly check the proper operation of the Miner via the mining pool, report faults immediately via the provided ticket system, and provide Quetta Solutions with the information required to resolve issues or carry out troubleshooting promptly and truthfully.
- (4) The Customer must ensure that the technical requirements for access to the mining pool exist and are maintained in its area of responsibility, in particular with regard to the hardware and operating system software used, the internet connection and the current browser software. The Customer is obliged to take the necessary precautions to secure its systems, in particular to use the standard security settings of the browser and to employ current protection mechanisms to ward off malware.
- (5) The Customer is obliged to keep documentation of the Miners owned by it and, in the event of an infrastructure or Miner failure, to provide evidence of such failures upon request by Quetta Solutions.
- (6) If the Customer breaches its duties to cooperate under this § 18, Quetta Solutions shall not be liable for any resulting delays, downtime, reduced performance or damage; the hosting fee remains due in full.

§ 19 Hosting Fee

- (1) The Customer is obliged to pay Quetta Solutions the hosting fee as well as any fees for the use of optional additional services.
- (2) The hosting fee consists of the following components:

- a. Electricity costs
 - b. Management fees
 - c. Infrastructure costs
 - d. Service and maintenance
 - e. Financial transaction costs (including payment processing, exchange rate conditions)
- (3) The hosting fee is invoiced monthly in advance. The invoice is issued on the first (1st) calendar day of the respective contract month; payment must be received in full by Quetta Solutions no later than the third (3rd) calendar day of the contract month. The Customer is free to pay electricity costs or hosting fees voluntarily in advance. The Customer's obligation to pay exists irrespective of whether and when an invoice is issued or received. If the Customer does not receive an invoice by the first (1st) calendar day of the contract month, it must nevertheless make, by the third (3rd) calendar day, an advance payment equal to the hosting fee most recently invoiced. Any difference resulting from the final settlement will be set off against future claims or credited to the Customer. If payment is not received on time, Quetta Solutions is entitled to shut down the affected Miners without delay.
- (4) In the event of Miner downtime attributable to the Customer (in particular in the event of deactivation due to payment default pursuant to § 21), the Customer is obliged to pay the consumption-independent components of the hosting fee due for the relevant month, in particular because parking space, personnel, purchased power capacities, cooling and the remaining infrastructure are held available for the hosting period. No consumption-based electricity costs under § 19 (2) (a) are charged for periods of complete deactivation of the Miner. The provisions on deactivation in the event of payment default (§ 21) and on the calculation of electricity costs (§ 23 (4)) remain unaffected.

§ 20 Adjustment of Hosting Fee

- (1) Quetta Solutions is entitled to adjust the hosting fee if and to the extent that the underlying costs change, in particular electricity and energy costs (including unforeseeable energy cost peaks), increased network charges and other network and infrastructure costs, exchange-rate-related changes in purchasing and operating costs incurred in foreign currency (in particular the USD/EUR exchange rate), as well as taxes, levies and other statutory or regulatory changes. Such a cost-driven adjustment is limited in amount to the respective change in costs; Quetta Solutions increases the hosting fee by no more than the amount by which the relevant costs have actually increased. The adjustment may be made at any time. If the relevant costs fall again after an increase, Quetta Solutions reduces the hosting fee accordingly, but at most to the level of the hosting fee before the increase.
- (2) Beyond that, Quetta Solutions may adjust the hosting fee, but at the earliest after the Customer has used the hosting services for at least six (6) months.
- (3) This price adjustment is made by notification in text form (by e-mail) to the Customer with a notice period of at least one (1) month before the price adjustment takes effect.
- (4) In the case of an adjustment under paragraph 2, the Customer may terminate the hosting extraordinarily with effect from the date on which the price change takes effect. In the case of cost-driven adjustments under paragraph 1, no such termination right exists, as these are limited to passing on actual changes in costs.

§ 21 Deactivation of the Customer's Usage Option

- (1) The Customer is obliged to pay all invoices in advance. In the event of payment default, Quetta Solutions is entitled to remove the Customer's pool configuration, so that no further mining proceeds accrue to the Customer, and to shut down the affected Miners. If more than one Miner is subject to the hosting contract, it is at Quetta Solutions' discretion which and how many of the Customer's Miners are shut down; this depends in particular on the proportion of the outstanding claims relative to the total monthly remuneration owed by the Customer. A complete shutdown of the Miners is not possible or reasonable in every case for technical and operational reasons: Quetta Solutions is obliged towards its energy suppliers to take off the purchased power capacity; at sites with heat recovery, the waste heat of the Miners serves the heat supply, so that a shutdown would interrupt it; at sites with cold climatic conditions, continuous operation is required to avoid frost, condensation and cold damage to Miners and infrastructure. In these cases, and generally where claims are outstanding, Quetta Solutions is entitled to operate the affected Miners, after removal of the Customer's pool configuration, via its own pool configuration and for its own account until all outstanding claims have been settled in full. The proceeds thereby generated serve to cover the power and operating costs to be borne by Quetta Solutions on an ongoing basis; the Customer has no claim to these proceeds or any surplus. The obligation to pay the hosting fees remains unaffected in all cases.
- (2) The deactivation of a Miner and its recommissioning are separate services of Quetta Solutions associated with personnel effort outside the hosting service (in particular removal of the pool configuration, proper deactivation, control of the restart and additional monitoring). Quetta Solutions charges a fee of USD 19.90 (air-cooled Miners) or USD 39.90 (hydro- or immersion-cooled Miners) per Miner for this; the higher amount reflects the additional effort associated with liquid cooling. Recommissioning takes place only after full settlement of the outstanding claims including this fee. The hosting fee continues to run during the deactivation, as Quetta Solutions continues to hold available parking space, personnel, the purchased power capacity, cooling and the remaining infrastructure (§ 19 (4)). The Customer reserves the right to prove that no or substantially lower effort was incurred.
- (3) If the Customer is in default of payment of due claims, Quetta Solutions is entitled to charge default interest at the rate of 12 % per annum, calculated from the due date until full payment, to the extent permitted under the applicable UAE law. The assertion of further damages remains unaffected.
- (4) To secure all present and future payment claims under the hosting contract, Quetta Solutions has a right of retention over the Customer's Miners located in hosting. In the event of payment default of more than 30 calendar days, Quetta Solutions is entitled to, and the defaulting Customer hereby grants Quetta Solutions the right to, register a security right or interest such as a pledge on the Miners with the Emirates Integrated Registries Company L.L.C (EIRC) or any other competent UAE authority in line with Federal Law No. 4 of 2020 Regarding Securing the Rights in Movables and any other applicable UAE laws, in the amount of the outstanding balance or present and future payment claims owed to Quetta Solutions. The Customer shall, upon reasonable request by Quetta Solutions, take all necessary actions to enable and effect the enforcement of the security right and interest or pledge granted under these GTC. This includes, without limitation, executing documents including but not limited to security agreements and arrangements, providing access to relevant records, and offering reasonable assistance in legal, regulatory, or administrative proceedings. Any surplus proceeds from the execution or enforcement of

the security right or pledge, if any, will be reimbursed to the Customer after deduction of all outstanding claims. Statutory lien rights remain unaffected.

§ 22 Disclaimer of Liability for Hosting

- (1) Quetta Solutions is not liable for loss of (future) profits or other direct, indirect or liquidated damages resulting from the Customer's breach of its duties and obligations to cooperate governed in the respective contract or in these GTC.
- (2) Quetta Solutions does not guarantee a specific operating temperature or climatic conditions at the hosting location. The Customer acknowledges that the premises may not be cooled by a separate air-conditioning unit (depending on the location).
- (3) If the service is disrupted or interrupted due to exceptional temperatures or climatic conditions (e.g., very high humidity), the Customer has no strict-liability claim for compensation against Quetta Solutions. Any further claims of the Customer are governed exclusively by the statutory provisions subject to the liability rules of these GTC (§§ 8, 22 and 23).
- (4) The total liability of Quetta Solutions arising out of or in connection with this hosting agreement, regardless of the legal basis, shall be limited to the hosting fees paid by the Customer to Quetta Solutions during the three (3) months preceding the event giving rise to the claim. This limitation does not apply in cases of intent or gross negligence, injury to life, body or health, or claims under the Federal Law No. 10 of 2018 On Product Safety; § 8 (5) of these GTC remains unaffected.
- (5) Quetta Solutions owes a reasonable duty of care for the Customer's Miners located in hosting. For loss, damage or destruction of the Miners caused by events such as theft, fire, natural disasters, power outages, power surges or other unforeseeable events, Quetta Solutions is liable only in the event of intentional or grossly negligent breach of this duty of care. The Customer is expressly informed that Quetta Solutions does not provide insurance services and that the Customer's Miners are not covered by any insurance taken out by Quetta Solutions; the Customer alone is responsible for insuring its property (§ 8 (6)).
- (6) If, in Quetta Solutions' assessment, there is an acute risk to operational safety, infrastructure or security at the hosting location (e.g., due to electrical defects, overheating, structural risks or other technical emergencies), Quetta Solutions is entitled to temporarily suspend the affected services without the Customer's prior consent. The Customer will be informed immediately about the measure, the reasons and the expected duration. Services will be restored as soon as practically possible. Any resulting outages or disruptions do not give rise to any claim for compensation beyond those provided for in these GTC.
- (7) Quetta Solutions only ensures the operational readiness and functionality of the Miner for crypto-mining. The actual use of the Miner, the process of crypto-mining, the achievement of any profits from crypto-mining, and the switching on and off of the Miner as well as the ensuring of the required settings of the Miner for carrying out certain actions requested by the Customer or otherwise within the Customer's sphere of influence (e.g., configuration of the Customer's Bitcoin wallet address) are not part of the contract. Quetta Solutions is not liable for errors or shortcomings by the Customer in this process.
- (8) The Customer is expressly informed that crypto-mining is an entrepreneurial activity and is associated with certain technical, legal and organisational risks. The Customer bears full responsibility for possible own financial losses as well as loss of (future) profits arising from circumstances outside Quetta Solutions' sphere of influence.
- (9) Quetta Solutions is not liable for the loss or damage of data or for damages arising from the temporary unavailability or malfunction of a user interface (dashboard) or from

disruptions and interruptions of network, telecommunications or internet services, unless the damage is based on intent or gross negligence on the part of Quetta Solutions. The dashboard serves merely as supplementary information for the Customer; there is no claim to its uninterrupted availability.

- (10) The economic and technical risk of crypto-mining lies with the Customer. This includes, in particular, the risk of the availability, functionality and proper settlement of the mining pool chosen by the Customer, the risk of changes to the respective blockchain network or protocol (e.g. difficulty adjustments, halvings, forks) and the risk of the price development of the mined cryptocurrencies. The mining pool is a third-party service; by transmitting the computing power to the pool chosen by the Customer, Quetta Solutions does not become a party to the pool relationship and is not liable for its performance.

§ 23 Warranty for Hosting Services

- (1) The Customer's rights in the event of material or legal defects are governed by the statutory provisions pursuant to § 7 (1) of these GTC.
- (2) Subject to §§ 8 and 22, Quetta Solutions shall not be held liable for damages suffered by the Customer due to a defect, insufficiency or shortcomings of hosting services and provided hosting infrastructure.
- (3) The Miner hardware remains the property of the Customer under all circumstances. Quetta Solutions expressly provides no warranty for the Customer's Miner hardware. Recommended repair measures will be communicated to the Customer. The Customer must bear the full costs of repairs in advance. For the duration of the repair, no consumption-based hosting fees are charged for lack of operating time (§ 23 (4)); any consumption-independent remuneration components remain unaffected. No deadlines for repairs are promised; repairs by manufacturers or other third parties (e.g. under warranty or RMA procedures) are outside Quetta Solutions' sphere of influence.
- (4) The electricity costs (§ 19 (2) (a)) are calculated on a consumption-oriented basis on the operating time of the respective Miner. Decisive are the operating hours of the Miner and its power consumption according to the manufacturer's specification (nameplate). For air-cooled Miners, the calculation may be based on a power consumption of up to five percent (5%) above the manufacturer's specification, as these devices regularly consume more power in normal operation than stated. No electricity costs are charged for periods in which a Miner is not operated; § 19 (4) and § 21 remain unaffected. Periods of unavailability of the hosting infrastructure are economically settled through the consumption-oriented billing.
- (5) Temporary restrictions in the availability of services up to a total duration of ten percent (10%) of the total service hours per contract month are taken into account in the pricing and cost calculation and do not constitute warranty claims nor give rise to any direct or indirect compensation claims of the Customer.
- (6) If the threshold specified in paragraph 5 is evidently exceeded, Quetta Solutions may, at its sole discretion, grant a proportional refund of the hosting fees. Any further claims, including but not limited to, in particular, the claim for lost mining revenues as well as direct, indirect and liquidated damages, are hereby expressly and completely excluded.
- (7) The Customer has no claim for any damages in the event of an interruption of services if the damage is attributable to the actions of third parties (e.g., lack of network connections or power sources).
- (8) Quetta Solutions provides the hosting by engaging external site partners and other service providers. These are vicarious agents. Quetta Solutions is liable for their conduct in accordance with § 8 (1) of these GTC; any further liability is excluded.

- (9) Quetta Solutions does not guarantee the operational readiness of each Miner. The Miners are devices that operate continuously under full load and are therefore subject to disproportionate stress. Potential defects cannot be foreseen or prevented by Quetta Solutions.
- (10) Quetta Solutions operates its hosting infrastructure in accordance with the internally defined standards regarding reliability and efficiency. A guarantee for mechanical cooling systems, emergency power generators or specific climatic conditions (e.g., constant temperature regulation) is expressly not granted and not assumed.

§ 24 Contract Term and Termination

- (1) The minimum contract term is twelve (12) months. The term begins from the notification by Quetta Solutions of the completion of the deployment.
- (2) The hosting contract may be terminated by either party with fourteen (14) days' written notice, taking effect at the end of the respective contract term. Before or on expiry of the contract term, the contract shall be automatically renewed and extended by a further twelve (12) months period unless it has been duly and timely terminated beforehand, as prescribed in this paragraph (2). The termination must be made in text form (via e-mail or registered mail to the registered business address of Quetta Solutions). The right to extraordinary termination remains unaffected, if any.
- (3) If the contract is terminated by the Customer, the Customer is obliged to collect the Miner at its own expense at the hosting location at the end of the contract. The Miner will be packed ready for transport by Quetta Solutions and made available for collection at the hosting location. For deinstallation and transport-ready packaging, Quetta Solutions charges a flat fee of USD 49.90 per Miner (deinstallation and packaging fee); the Customer reserves the right to prove that no or substantially lower effort was incurred. Alternatively, the Customer may request delivery of the Miner, usually within fourteen (14) days after the termination becomes effective and only after an advance payment for shipping costs, transport insurance, any customs duties and the deinstallation and packaging fee has been made to Quetta Solutions' account. If the Customer does not collect the Miner within four (4) weeks after the end of the contract and does not make the advance payment required for delivery, Quetta Solutions is entitled to charge storage of USD 29.90 per Miner and per commenced calendar month; the Customer reserves the right to prove lower costs. After the fruitless expiry of a further period of at least two (2) months set in text form, Quetta Solutions is entitled to realise the Miner in accordance with § 21 (4) after prior notice in text form.
- (4) If the Customer breaches its obligation to pay the hosting fee, Quetta Solutions has the right to terminate the hosting contract with immediate effect after a payment default period of ten (10) working days. The Customer bears the costs for the return shipment of the Miner owned by it; paragraph 3 applies accordingly, including the deinstallation and packaging fee and the storage fee.

§ 25 Change of Ownership of the Miner

- (1) If the Customer transfers ownership of the Miner to a third party before the end of the contract term, for example by way of resale or gift, the Customer is obliged to notify Quetta Solutions immediately in text form. The transfer of ownership has no effect on the continuation of the existing hosting contract; the Customer remains the sole contracting

party with all rights and obligations until and unless an effective transfer of contract has been effected subject to the prior written approval by Quetta Solutions.

- (2) The Customer may apply to transfer the hosting contract to the new owner with the new owner's consent. Such a contract transfer requires the prior express consent of Quetta Solutions. Quetta Solutions is not obliged to consent to this transfer, but may refuse its consent at its reasonable discretion, in particular if there are justified doubts about the new owner's creditworthiness, reputation or reliability, if the new owner is not an entrepreneur within the meaning of Chapter 2 and Article 11 of the UAE Commercial Transactions Law, or if other factual reasons oppose the transfer. A transfer of contract without Quetta Solutions' prior written consent is void and shall be invalid.

§ 26 Relocation of Miners

- (1) Quetta Solutions is entitled to relocate the Customer's Miners in whole or in part to another hosting location for technical, economic or operational reasons. This applies in particular in the case of maintenance requirements, site closure, significant electricity price adjustments, regulatory requirements or infrastructural changes. The Customer will be informed as early as reasonably possible but at least ten (10) calendar days in advance in text form about the planned relocation. The costs of relocation are borne by Quetta Solutions in this case. The services at the new location must be of equal or better quality. The Customer does not have a right of termination as a result of relocation.
- (2) The Customer may request relocation of its Miners to another hosting location of Quetta Solutions subject to the decision and at the sole discretion of Quetta Solutions. There is no entitlement to the realisation or execution of the relocation. The decision on implementation and selection of the target location lies exclusively with Quetta Solutions at its sole discretion. If the request is approved in advance in writing by Quetta Solutions, the Customer shall bear all costs incurred by the relocation, in particular for packaging, transport, commissioning and any adaptations to the infrastructure. The costs will be communicated to the Customer in advance and are due in full prior to execution. During the relocation, there is no entitlement to hosting services; a proportional credit of the hosting fee will only be granted if the relocation exceeds a duration of seven (7) consecutive calendar days.

§ 27 Organisation of Shipping and Transport

- (1) If Quetta Solutions, at the Customer's request, organises the transport of the Customer's hardware (e.g. between hosting locations or to an address designated by the Customer), it provides solely an organisational service on behalf and for the account of the Customer. Quetta Solutions is neither a carrier nor a freight forwarder within the meaning of applicable UAE transport law and does not owe any carriage; the carriage is performed by the commissioned transport company. What is owed is the careful selection and commissioning of the transport company and transport-appropriate packaging; no transport success is owed. The provisions on delivery by the Customer (§ 18 (1)), on the return of the Miner after the end of the contract (§ 24 (3)) and on relocation by Quetta Solutions (§ 26) remain unaffected.
- (2) The risk of accidental loss or accidental deterioration passes to the Customer upon handover of the hardware to the transport company.

- (3) Quetta Solutions neither takes out nor provides transport insurance unless expressly agreed otherwise in text form; selection and conclusion are the responsibility of the Customer.
- (4) Customs duties, import charges and other levies are borne by the Customer. If the Customer confirms a value of goods stated in the offer for the customs declaration, the declaration is made on this basis; any resulting additional claims are borne by the Customer.
- (5) Transport deadlines are non-binding. Quetta Solutions is liable for performance failures of the commissioned transport company in accordance with §§ 8, 22 and 23 of these GTC; otherwise, delays by the transport company do not give rise to any claims against Quetta Solutions.
- (6) Agreed shipping and logistics flat rates are earned upon performance of the service; a subsequent termination or unwinding of the hosting contract does not affect the remuneration claim.