

# **Mining Computer Management Agreement**

[Date]

**Mining Computer Hardware Management Agreement (the “Agreement”) between [the Mining Computer platform provider/the Manager - P MAN TECHNOLOGIES SOLUTIONS (002697330-M)] and \_\_\_\_\_ (the “Customer / Client”).**

The following are the terms under which the Customer appoints the Manager as manager of the Customer’s mining computer hardware with the Manager (the “Mining Computer Hardware”).

## **1. DATE OF APPOINTMENT**

1.1 This appointment is effective as of \_\_\_\_\_ (the “Effective Date”).

## **2. OWNERSHIP**

2.1 Client purchase of \_\_units of Mining Computer with the total price **RM**\_\_\_\_\_.

2.2 Upon the payment, the Mining Computer is or will be registered in the name of:

*[Note: indicate as tenants in common or joint tenancy with right of survivorship where applicable.]*

Where the Mining Computer is registered in the name of more than one & less than ten individuals, the Manager is entitled to accept instructions from any one of such individuals or his or her legal representative without notice to, or the consent of, any other individual.

2.3 With respect to all matters contemplated by this Agreement, the Client confirms that the Manager may receive and act on instructions from the Client, until the Manager is in receipt of Client’s written instructions to the contrary

2.4 The cost of the Mining Computer will be fully pay by Client and share hold for each unit of machine will depends on the total units purchased for each Client. The ownership of the Mining Computer share hold will only recognize by the original certificate from the Manager.

\_\_\_\_\_  
**Acknowledgement**

*\*If applicable\** **Agent Code:**  
**Name & I/C#:**

2.5 One Mining Computer will only available for maximum purchase of 10-units, each units will be 10% of the total price of the particular machine which is RM\_\_\_\_\_.

### **3. CONFIDENTIALITY**

3.1 The Manager shall treat all information provided to it by the Client regarding the Client and the Mining Computer as confidential, and will not disclose such information to third parties unless the Client has provided written permission to the Manager to do so, or unless the Manager is, by law, required or permitted to do so. The Client shall keep confidential any information that it receives from the Manager regarding the Manager's management strategies and practices, except as approved in writing by the Manager, or required by law.

### **4. AUTHORITY**

4.1 The Manager will manage the Mining Computer with complete discretion, in accordance with the policy statement dated same as the Date Of Appointment (1.1), which, among other things, outlines the Client's purchasing needs and objectives, financial circumstances and risk tolerance, and any amendments thereto that have been acknowledged in writing by both the Manager and the Client (collectively, the "Mining Computer Hardware Management Policy"). Without limiting the authority granted above, the Manager is authorized with respect to managing the Mining Computer to:

- (a) Operate, hash, maintain or make use of and otherwise manage, all or any part of the Mining Computer;
- (b) Unless otherwise instructed by the Client, select and place orders with dealers and suppliers to purchase, sell and otherwise trade in or deal with assets of the Mining Computer and negotiate the applicable terms, prices and costs with such dealers and suppliers;
- (c) Retain third parties, which may include affiliates of the Manager, to perform any of the duties or obligations of the Manager under this Agreement; and
- (d) Perform any and all other acts as may be in its judgment necessary or appropriate for the management of the Mining Computer, or are necessary to enable the Manager carry out its obligations under this Agreement without obtaining the prior approval or direction of the Client.

## **5. NON-EXCLUSIVITY**

5.1 The services provided by the Manager to the Client are not deemed exclusive. Nothing in this Agreement shall in any way restrict the right of the Manager to provide management or other services for any other person or entity [*or to act for its own account*], and the provision of such services for others [*or for its own account*] shall not violate or give rise to any duty or obligation to the Client. [*The Manager will provide the Client with a copy of its personal policy upon request.*]

## **6. SERVICE CHARGES & FEES**

6.1 (a) Service Charges and Fees imposed by the Manager's management services ("Service Charges & Fees") will be calculated

**[on the following basis]: Monthly**

[or]

**[In accordance with the attached Schedule, which may be amended with 30-days' notice [or without notice].]**

(b) Servicing charges are subjected to change accordingly in Ringgit value.

(c) Fees are subject to Goods and Services Tax and any other taxes which may be applicable.

(d) In addition to fees, certain operating expenses (Maintenance, Overhead & Fixed Cost) and other costs, inclusive of Goods and Services Tax, are paid by the Client.

(e) *Service Charges and Fees will be [calculated on a monthly basis, based on the machine consumption due to the contribution of processing power given to the server at the end of each calendar month], and fees will be billed [at least monthly], in arrears. [The Client authorizes the Manager, in its sole discretion, to direct the trustee to redeem such number of digital coding reward, or may sell or redeem other assets from the Mining Computer in its sole discretion held in the by the Client as may be required to pay the Manager's Service Charges and Fees remit the proceeds of such redemption to the Manager.] By providing this authorization, the Client will be deemed to have provided notice to the Manager to effect such redemption at the time the Manager so directs such redemption to be executed. The Client shall be liable to pay to the Manager any unpaid Service Charges and Fees not satisfied by way of redemption of monetary or redemption of other assets, as outlined in this paragraph.*

(f) *[Notwithstanding paragraph 6.1(a) above, Schedule applies to the Client's Mining Computer [with the Manager in aggregate] and will remain in effect until the end of agreement, commencing on the Effective Date.]*

6.2 The different charges will be imposed and calculated by the total power usage of the mining computer, maintenance of the mining computer, security provision of the mining computer and other costs which will be breakdown into few categories:-

- 1) Maintenance Fees
- 2) Overhead
- 3) Fixed Cost

*Calculation of cost will be in Ringgit Malaysia\**

## **7. STANDARD OF CARE**

7.1 The Manager shall, in carrying out its obligations under this Agreement, act honestly, in good faith and in the best interests of the Client and in connection therewith shall exercise the degree of care, diligence and skill that a reasonably prudent portfolio manager would exercise in similar circumstances. Notwithstanding the foregoing, the Client understands and agrees that the Manager does not represent and cannot guarantee performance results for the Mining Computer [or the reliability of the computer system].

7.2 The Client understands that there are risks attached to their Mining Computer due to external factors such as security, various market, currency, economic, political and business risks. The Client agrees that the Manager will not be liable to the Client for any loss that the Client may suffer as a result of the Manager's good faith decisions or actions where the Manager exercises the care, diligence and skill expected of a reasonably prudent portfolio manager.

7.3 (a) Liable for the Client's management services ("Liable") will be effective upon the start of this agreement.

(b) The Client understand that they may suffer loss at any point of time if unfavorable events happens.

(d) The Client understand that all the Mining Computer comes with warranty with a period of 180-days upon arrival of the machine from the manufacturer.

(e) [Notwithstanding paragraph 7.3(d) above, Schedule applies to the Manager [with the Client in aggregate] and will remain in effect for 180-days only, commencing on the Effective Date of \_\_\_\_\_.

(f) In the period of effective warranty, should there are any happening of Mining Computer breakdown, error, or any other defective symptoms; it will be covered by the original manufacturer.

(g) After the period of warranty should there are any happening of Mining Computer breakdown, error, or any other defective symptoms; it will be covered by Client themselves for repair or spare parts replacement.

## **8. INDEMNITY**

8.1 The Client will hold harmless and indemnify the Manager, its directors, officers, employees and agents against any and all claims, losses, damages, liabilities and expenses which the Manager may incur if and to the extent that such loss is caused by the Client's or the Client's designees' own actions or omissions or by any inaccuracy or breach by the Client of any of the Client's representations or warranties hereunder.

## **9. STATEMENTS & REPORTS**

9.1 The Manager will provide to the Client [, and/or to such other person(s) as directed by the Client in writing,] machine performance statements or reports which shall include the date of the details, the total processing power consumption, the digital coding reward being received, for the periods ending each calendar month of a year.

## **10. ACKNOWLEDGEMENTS**

10.1 Schedule to this Agreement contains accurate summary information about certain matters about the Manager's business and affairs relating to its management of the Mining Computer, including any conflicts of interest that the Manager may have in managing the Mining Computer. The Client acknowledges that it has received the information in Schedule and consents to the

Manager's management of the Mining Computer in accordance with the policies and matters outlined in Schedule:

- (a) The Manager's policies regarding the use of the Mining Computer paid by the Client.
- (b) The Manager's policies regarding fair allocation of digital coding reward amongst clients, the Mining Computer, and any other discretionary machine, managed by the Manager.
- (c) [The "related issuer" status between the Manager and the material relationships between the Manager and other registrants insofar as those relationships affect the Mining Computer Management Service]
- (d) [The details of referral arrangements relating to the Mining Computer]

10.3 The Client acknowledges receipt of the information set out in Schedule about the Manager's management of the Mining Computer and the relationship that will be entered into between the Manager and the Client once this Agreement is executed.

## **11. REPRESENTATIONS AND WARRANTIES**

11.1 The Client hereby represents and warrants to the Manager that:

- (a) The Client is not an insider of this Mining Project business.
- (b) There are no purchasing restrictions applicable to the Mining Computer imposed by law or by the Client except as set forth in the Mining Computer Hardware Management Policy. The Client acknowledges that the Manager will be relying on, and the Client hereby represents the accuracy of, the information provided in the Mining Computer Hardware Management Policy as the Client acknowledges that the Mining Computer Hardware Management Policy will be used in assessing the suitability of the decision made by the Manager on behalf of the Mining Computer. The Client will be notified by the Manager if any of the information contained in the Mining Computer Hardware Management Policy changes in any material respect;
- (c) If the Client is not an individual - The Client is validly existing under the laws of Malaysia and as may be applicable and has all necessary power, authority and capacity to enter into this

Agreement, to carry out its obligations under this Agreement, to own its assets and to carry on its business as presently conducted;

(d) The execution and delivery of this Agreement and the performance of the obligations contemplated by this Agreement have been duly authorized by all necessary action on the part of Client and this Agreement constitutes a valid and binding obligation of the Client enforceable against it in accordance with its terms;

(e) The Client is not a party to, bound by, affected by, or subject to any indenture, mortgage, lease, agreement, obligation, instrument, charter, by-law, order, judgment, decree, license, law (including regulations) or governmental authorization that would be violated, breached by, or under which default would occur as a result of the execution and delivery of, or performance of obligations under, this Agreement;

(f) The Client acknowledges that the Manager is required by applicable laws to determine the identity and reputation of the Client and to collect certain information concerning the Client, including the nature of its business and the identity of those who are beneficial owners of, or exercises control or direction over, who exercises control over the affairs of the Client (if the Client is a partnership or trust). The Manager may request additional information from time to time and the Client shall provide all such information so requested. The Client hereby represents the accuracy of the information provided and will advise the Manager should any of the information contained change in any material respect; and

(g) The Client agrees to provide such additional documentation as the Manager may reasonably request from time to time.

11.2 The Manager represents and warrants that:

(a) The Manager performs advisory services for various clients and the current project that it manages. The Manager makes decisions for client's Mining Computer and dependent on the circumstances, business objectives and specific guidelines. The Manager's policy and practice is not to intentionally favour or disfavour any client, class of clients, or business opportunities so that over a period of time, such opportunities will be allocated among Clients on a fair basis.

(b) The Manager, as required by applicable laws, will ensure that all decisions and recommendations made on behalf of the Mining Computer are suitable for the Client in light of the Mining Computer Hardware Management Policy, which includes, among other things, the Client's objectives, financial circumstances and risk tolerance.

(c) [The Manager is the manager and principal adviser of this particular business opportunity, as principal adviser, the Manager is responsible for managing the business directly.

## **12. ASSIGNMENT AND AMENDMENT**

12.1 No assignment of this Agreement or any part thereof shall be made by either party without the written consent of the other party.

12.2 The parties may at any time, and from time to time, amend this Agreement. Any amendment, unless specifically provided for to the contrary herein, shall only be effective if made in writing and signed by the Manager and the Client.

## **13. TERMINATION**

13.1 This Agreement may be terminated by either party upon at least 30days' of written notice [save where a party is in material breach, in which circumstance the other party may terminate the Agreement immediately [with 30days written notice or without] notice].

13.2 The Client's death, disability or physical or mental incompetence will not automatically terminate or change the terms of this Agreement. If not prohibited by law, the Client's personal representative, guardian, committee, attorney-in-fact, or other authorized representative may agree to amend the terms of this Agreement, as provided in paragraph 14.2, or terminate this Agreement as provided in paragraph 14.1.

## **14. ENTIRE AGREEMENT**

14.1 This Agreement, sets forth the entire understanding of the parties and is intended to be the complete and exclusive statement of the terms thereof. This Agreement supersedes and cancels



any and all prior agreements between the parties, whether written or oral, relating to the management of the Mining Computer.

14.2 If, at any time subsequent to the date hereof, any provision of this Agreement is held by any court of competent jurisdiction to be illegal, void or unenforceable, such provision shall be of no force and effect, but the illegality or unenforceability of such provision shall have no effect upon, and shall not impair, the enforceability of any other provision of this agreement. Notwithstanding anything in this agreement or any amendment hereof to the contrary, no provision of this Agreement shall be construed so as to violate the requirements of applicable law.

14.3 The confidentiality and indemnity provisions in paragraphs 3.1 and 8.1 respectively shall survive the termination of this Agreement.

## **15. GOVERNING LAW**

15.1 This Agreement is a contract made under and shall be governed by and construed in accordance with the federal laws of Malaysia applicable therein. Each party irrevocably submits to the exclusive jurisdiction of the courts of competent jurisdiction in respect of any action or proceeding relating in any way to this Agreement. A final judgment in any such action or proceeding may be enforced in other jurisdictions by suit on the judgment or in any other manner specified by law and shall not be re-litigated on the merits.

## **16. NOTICES**

16.1 Any notice, statement, consent or approval required or permitted to be given in connection with this Agreement (in this Section referred to as a “Notice”) shall be in writing and shall be sufficiently given if delivered (whether in person, by post, by courier service or other personal method of delivery), or if transmitted by facsimile or other electronic means of communication:

(a) In the case of a Notice to the Manager at:

**Address:** **DOUGLAS.W**  
39, Jalan Nuri 14,  
Bandar Puchong Jaya,  
47100, Puchong, Selangor  
**Attention:** 016 200 1338  
**Contact:**

(b) In the case of a Notice to the Client at:

**Address:**

**Attention:**

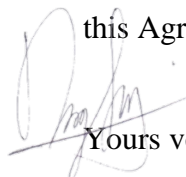

**Contact:**

16.2 Any party may, from time to time, change its address by giving Notice to the other party in accordance with the provisions of this Section.

## **17. LANGUAGE**

17.1 The parties confirm that it is their wish that this Agreement, as well as any other documents relating to this Agreement, including notices, schedules and authorizations, be drawn up in the English language only.

If the foregoing terms are in accordance with your understanding, please sign both copies of this Agreement.

  
Yours very truly,  


P MAN TECHNOLOGIES SOLUTIONS (002697330-M)

\_\_\_\_\_  
**Acknowledgement**

*\*If applicable\** **Agent Code:**  
**Name & I/C#:**

**Client Name:**

**Alt. Contact Person:**

**ID Number:**

**ID Number:**

**Contact:**

**Contact:**

I/We hereby agree to the foregoing terms as of the date of appointment.

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**Acknowledgement**

*\*If applicable\** **Agent Code:**  
**Name & I/C#:**

## **Mining Computer Hardware Management Policy**

### **Section 1 (Our Business Details)**

1. This particular mining computer management and servicing opportunity is opened for everyone.
2. Each interested customer can start off with minimum purchase amount of one unit, up to maximum of ten units of mining computer hardware system.
3. Upon purchase of units, money are non-refundable and the money will be used to purchase mining computer hardware, computer system setup, platform fees & etc – kindly refer to section 3.
4. With the contribution of computer processing power of the working mining computer hardware, the owner of it will be rewarded by the processed server and the reward will be paid out by monthly basis in digital coding form for lifetime until they give up of their particular ownership.
5. Server digital coding reward will be calculated and distributed accordingly by us on the 1st calendar date of every month (+5 working days).
6. Purchase of mining computer hardware are non-refundable, owner are only able to get back their initial cost by selling off their ownership to next interested buyer or owner.
7. Giving up / transfer of ownership are bound to the agreement of both new and old customer, upon agreement it is required to be verified and approved by us.
8. Digital coding reward distribution is in digital form to all owners respectively.
9. Risk of this business will more likely from hardware risk, server downtime risk, market risk & other happening of unfavorable events - kindly refer to section 4.

### **Section 2 (Our Business Strategy)**

10. Our IT platform is designed for those who wish to take part on digital code computer mining in long term without any hassle of managing complicated computer systems.
11. Our business strategy that used will be digital coding mining using ASIC (Application-specific integrated circuit) or any other mining computer hardware that run 24/7 to supply processing power.
12. Mining digital coding rewards will be distributed evenly to all mining computer hardware owners after the deduction of mining fees, utilities bills (electricity, internet connection, security & other fees).
13. Mining hardware used will be mostly ASIC mining computer hardware that generates powerful hashing rate and power efficient.

### **Section 3 (Our Business Model)**

14. As a platform provider, we personally generate revenue by giving service, maintenance, repair, other fees, and also from the appreciation of the value of contributing processing power to the server.
15. For initial startup most of the fees will be waived, meaning no additional charges will be imposed for customers that wish to participate in this mining computer hardware project.
16. In near future, additional overhead charges might be imposed to investors (for eg. GST & Service Charge).
17. All investors database will be stored in an excel file in a personal computer, Google Sheets (cloud based data) & a physical hardcopy file. If this business grows & expands bigger in future, we will soon setup a member website with login system and cloud storage for data of owners.
18. For those who are interested to be our marketing representative we welcome you to be part of our company team, ask us to discuss more.

### **Section 4 (Terms & conditions)**

19. This service carries out risks, there is no guarantee of successful outcome in the market. Customers understand that they can still incur losses from their decision of venturing into this business.
20. All service operation will be ceased if the main core server system has stopped their service, eg. Shut down, collapse, no longer in service & etc. (which is near impossible to happen).
21. All service operation will be ceased if the machine is no longer contributing enough processing power to the digital coding server, manager has the right to terminate this servicing and customer has no right to appeal to continue.
22. Other unforeseen circumstances can also affect the service operation (e.g. value crash, mining computer hardware failure after warranty period, conflict of governing laws & etc).
23. This service dealing on this project is based on trust.
24. There is no assigned middleman or whatsoever.
25. Before any service is done, customer must make sure the terms & conditions have been clearly understood and agreed upon payment has been made.
26. Customer has the right to transfer / sell / give-up their ownership only after the period of at least one month of their purchasing date if the mining computer management service has already running.
27. The objective of this business is to provide a long term servicing opportunity for everyone that wishes to participate in this industry.
28. None of the customers are accessible to the location of the storage place of the mining computer hardware, the location is undisclosed to anybody except to the platform provider due to security concerns and safety.

29. Update will be weekly basis via telecommunication (phone or email) and full report breakdown will be send via email.

30. No illegal activities (gambling, alcoholic, drugs, terrorist acts and etc) are involved in this computer management service.

**Section 5 (Machine Authorization and Risk Disclosure)- Limited power of Attorney (LPOA)**

All customers who designate an Authorized Person In [the Mining Computer Hardware platform provider - P MAN TECHNOLOGIES SOLUTIONS (002697330-M)], defined as any person other than customer, who is given the ability to control, manage or direct any decisions for their mining computer hardware(as defined below), must read and agree to the following document by purchasing using their money and dating before Authorization will be granted by Authorized Person In Charge [P MAN TECHNOLOGIES SOLUTIONS.

The undersigned Customer(s) authorizes:

- I designate the Authorized Person In Charge (the Mining Computer Hardware platform provider - P MAN TECHNOLOGIES SOLUTIONS) as Agent and attorney-in-fact for the purpose of manage, maintaining and make use of the mining computer hardware and any other mean options for the undersigned customer's machine, and at the customer's sole risk through this mining computer management business.
- I hereby acknowledges and understands that venturing in Mining Computers related assets are risky and may result in losses that equal to the amount of the cost of the Mining Computers with the Authorized Person In (the Mining Computer Hardware platform provider - P MAN TECHNOLOGIES SOLUTIONS).
- I hereby acknowledges that neither the Authorized Person In (the Mining Computer Hardware platform provider - P MAN TECHNOLOGIES SOLUTIONS) nor any decision can guarantee digital coding reward or avoid the risk of loss or, under some circumstances.
- I acknowledged that this business project yield a tentative monthly digital coding reward with no guarantee from the processed server.
- By venturing in this mining computer management servicing, I am agreeing this Limited power of Attorney, I acknowledges that I have carefully read, understand and agree to the Limited power of Attorney, Authorization document and provisions contained therein.

## **Section 6 (Payment methods)**

### **Digital Payment Methods:-**

**BTC address:** 1Nb5jyULsNQaQKwLH1Kmin3x8Q7CYuLKtu

**ETH address:** 0x9cC96162CA173A1fB8289Bb3F476CbE911698772

**Dash address:** XvxNw8GwJ5rbBoNyAfm2Zg6Ab36Vqy1fkF

### **Banking Methods:-**

**[ MAYBANK BHD ]**

**P MAN TECHNOLOGIES SOLUTIONS - 512884098087**

《All Cash deposit or Internet transfer ONLY》

*\*Only instant transfer is accepted, no normal/slow transfer, no ATM transfer, no Cheque.*

*\*Please insert your full name in bank reference for payment verification.*

*\*Upon registration screenshot and upload the proof of payment.*

*\*For cash deposit, write your FULL NAME & NRIC at the bank in slip, snap a photo and upload.*

*\*Screenshot OR photo must be CLEAR.*