CLIENT MANAGEMENT AGREEMENT

This Client Management Agreement ("Agreement") is entered into by and between SunCore Digital LLC ("SunCore" or "Service Provider"), a Wyoming limited liability company, and the undersigned client ("Client" or "User"), effective as of the date of execution (the "Effective Date").

1. Parties Information

Client:

Full Name : {text:Signer:FullName}

UserID : {textfield:Signer:UserId}

Street Address : {textfield:Signer:StreetAddress}

Email : {textfield:Signer:Email}

Phone Number : {text:Signer:PhoneNumber}

Service Provider:

Full Legal Name: SunCore Digital LLC

Email Address: sales@suncoredigital.com

Phone Number: (877) 350-5166

Full Legal Name of Service Provider: SunCore Digital LLC

Company Address: 32 North Gould Street, Sheridan, WY 82801

2. Agreement Details

Bundle Name / SKUs: {textfield:Signer:bundleName}

Bundle Specifications: {textfield:Signer:bundleSpecifications}

Activation Date (Date mining starts): {textfield:Signer:targetDate}

Duration / Contract Term: 240 Months

Total Initial Sales (Price in USD): {textfield:Signer:initialSalesPrice}

Payment_Method: {textfield:Signer:paymentMethod}

Reference Transaction ID: {textfield:Signer:transactionId}

Date : {textfield:Signer:currentDate}

3. Scope of Agreement

This Agreement governs the entire relationship between SunCore and Client regarding outsourced sustainable bitcoin mining services at solar-powered mining facilities located throughout the southern and southwestern United States. Client retains SunCore to provide full management and oversight of Client's bitcoin mining activities and infrastructure per these terms.

4. Term and Cycles

The term of this Agreement is 240 months (20 years), commencing from the Client's Activation Date. This term is divided into six (6) earnings cycles, each lasting 40 months, labeled Cycle I through Cycle VI.

5. Client Rights and Benefits

Client is granted a 20-year legal "Right to Mine" bitcoin at SunCore-operated solar mining facilities. All BTC mined from Client's bundles will be deposited in real-time to the crypto wallet specified by Client on their dashboard. Client will receive automated statements detailing ASIC inventory, total BTC mined, management fee deducted, and net earnings. Real-time wallet

balances may also be accessed via the SunCore website, mobile app, or the complimentary SunCore Ledger Stax device.

6. Management Fee and Expenses

SunCore earns a fixed management fee equal to **Forty Percent (40%) of all BTC mined** by Client's mining bundles. This fee percentage has been calculated taking into account the forward volatility of the underlying cryptocurrency price, ensuring that management fee revenues are sufficient to cover SunCore's maintenance of infrastructure standards and inflation-adjusted forward operational costs, even in the event of declines in BTC value. This fee covers management and oversight of hardware, energy, pool fees, insurance, land use, security, and other mining expenses. Fees are automatically deducted from mining proceeds prior to Client payment.

7. Provisioning and Activation

Upon execution, a 60-day Provisioning Period begins during which SunCore provisions and integrates Client's hardware into the ecosystem. After successful provisioning, SunCore will notify Client via email with the Activation Date, marking when BTC earnings start flowing to Client's wallet.

8. Client Obligations and Restrictions

Client confirms all information submitted is accurate and consistent with government-issued ID, subject to KYC/AML verification via iDenfy or equivalent.

If a Client elects to gift SunCore Bundles to a third party, the recipient must successfully complete SunCore's Know Your Client (KYC) and Anti-Money Laundering (AML) verification process prior to transfer or use of any mining bundles. Transfer or gifting shall not be effective unless and until the recipient is fully compliant with SunCore's AML/KYC requirements.

SunCore staff have no ability to view Client cryptocurrency wallet addresses as all such data is encrypted end-to-end.

This Agreement is non-assignable without SunCore's written consent.

9. Statements, Reporting, and Compliance

Client statements are auto-generated via Gilded Crypto Accounting and reviewed by SunCore's CPA partner Marcus, Fairall, Bristol + Co, PLLC. Year-end CPA reviewed tax statements are provided to Clients for their tax reporting purposes.

Statements and reports are accessible on SunCore's platform. SunCore maintains SOC2 compliance with bank-level encryption to secure client data and assets.

10. Risk Acknowledgment and Disclaimers

Client acknowledges risks including BTC price volatility, mining difficulty changes, and regulatory developments beyond SunCore's control. SunCore does not guarantee future returns; all indicative returns are for educational purposes only. Temporary network outages are not SunCore's responsibility. Business interruption insurance applies only to qualifying "covered peril" events causing operational downtime over 24 hours.

11. Termination and Refunds

Clients may terminate this Agreement with 60 days written notice. No refunds will be issued under any circumstances. Upon termination, Client may request (at their own expense) shipment of ASIC hardware listed in the Client dashboard to the address on record.

In the event of a material breach of this Agreement on the part of Client, SunCore reserves the absolute right to terminate any Client relationship, thereby forgoing ownership of any mining assets in operation at SunCore Digital LLC's facilities in the United States or elsewhere.

12. Limit of Liability

SunCore's maximum liability is limited to the initial amount paid in US Dollars for all hardware bundles by Client.

13. Data Protection and Confidentiality

SunCore adheres to GDPR and applicable data privacy laws, ensuring secure storage, processing, and transfer of Client data. Both parties agree to maintain the confidentiality of proprietary information and not disclose confidential data without prior written consent, except as required by law.

14. Governing Law; Jurisdiction; International Client Compliance

14.1 **Governing Law.** This Agreement, and any dispute, controversy, or claim arising out of or relating to it, shall be governed by and construed in accordance with the laws of the State of Wyoming, United States of America, without regard to conflict of law principles that would result in the application of the laws of any other jurisdiction.

14.2 **Jurisdiction.** The Parties irrevocably agree that the state and federal courts located in the State of Wyoming shall have exclusive jurisdiction to resolve any dispute, controversy, or claim arising from or relating to this Agreement, and each Party irrevocably submits to the personal jurisdiction and venue of such courts.

14.3 **International Client Compliance.** Client acknowledges and agrees that it is solely responsible for ensuring that its access to and use of the Services complies with all applicable laws, rules, and regulations in its jurisdiction, including any restrictions on cryptocurrency-related activities. By entering into this Agreement, Client represents and warrants that:

(a) Client has completed all required identity verification and AML/KYC procedures to the Company's satisfaction.

(b) Client is not located in, incorporated in, or ordinarily resident in any jurisdiction subject to comprehensive U.S. sanctions or otherwise prohibited by applicable law.

(c) Client's use of the Services does not violate the laws of its country of residence or any other applicable jurisdiction; and

(d) Client expressly waives and disclaims any right to assert claims under the consumer protection, unfair competition, or similar laws of any jurisdiction other than Wyoming, U.S.A., including the consumer protection laws of the United Kingdom or the European Union.

14.4 **No Applicability of Foreign Law.** The Parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods (CISG) and any other choice-of-law rules that would result in the application of foreign law shall not apply to this Agreement.

15. Indemnification

Client agrees to indemnify, defend, and hold harmless SunCore Digital LLC, its affiliates, officers, agents, and employees from and against any claims, liabilities, losses, damages, and expenses (including reasonable attorneys' fees) arising out of or related to Client's breach of this Agreement, misuse of Services, violation of applicable laws, or negligence. SunCore agrees to indemnify Client to the extent any claim arises from SunCore's gross negligence or willful misconduct.

16. Environmental Stewardship

As a sustainable bitcoin mining organization, SunCore strives to maintain land and facilities in a near-virgin condition, minimizing and effectively ensuring no material impact on the local or broader environment.

17. Limitation Period

Any claim or dispute by either party arising out of or related to this Agreement must be brought within sixty (60) days of the event giving rise to such claim or dispute; otherwise, such claim shall be deemed waived and barred.

18. Severability

If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

19. Entire Agreement and Amendments

This Agreement constitutes the entire understanding between the parties with respect to its subject matter and supersedes all prior or contemporaneous agreements or understandings, whether written or oral. Any amendment or modification must be in writing and signed by authorized representatives of both parties.

20. Additional Terms

This Agreement will be executed electronically via DocuSign and prepopulated with Client data collected via FreshSales. Payouts occur continuously in real-time. Client accepts full responsibility for accurate AML/KYC submissions.

21. Client Acknowledgement and Signature

By signing below, Client acknowledges and agrees to all terms herein.

Client Signature: {signature:Signer:ClientSignature}

Date: {date:Signer:ClientSignDate}

SunCore Digital LLC Authorized Signature:

Date: