

THIS 13 ETHEREUM MINING SERVICE Pre – Agreement (the "PreAgreement")

BETWEEN

CUSTOMER FULL NAME (The "Customer")

- AND -

TyMsmart S.A. RUC: 1556 12591 - 2- 2015 Panamá City Chitré Street 50, Building Vista Obarrio 25B (the "Service Provider")

BACKGROUND:

- 1. The Customer is of the opinion that the Service Provider has the necessary qualifications, experience and abilities to provide services to the Customer.
- 2. The Service Provider is agreeable to providing such services to the Customer on the terms and conditions set out in this Pre-Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Pre-Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Customer and the Service Provider (individually the "Party" and collectively the "Parties" to this Pre-Agreement) agree as follows:

Services Provided

- 1. The Customer hereby agrees to engage the Service Provider to provide the Customer with services (the "Services") consisting of:
 - Power Calculation of 1,000 Mh/s
 - Extraction of the Crypto Ethereum (up to 2 Eth/Month)



- Wings_Miner Mobile Application
- 2. The Service Provider will assign the Ethereum on the Customer's wallet, present in the Wings Mine App, with an assignment frequency maximum of 7 days.

Term of Pre-Agreement

- 3. The term of this Pre-Agreement (the "Term") will begin by the date on which the customer receives his MinePhone Wings WX, at the address specified during the pre-order process, and it will be valid for 36 months.
- 4. Except as otherwise provided in this Pre-Agreement, the obligations of the Service Provider will end upon the termination of this Pre-Agreement.

Resources

- 5. To receive the Services offered by the Service Provider, the Customer must have the following resources (the "Resources") consisting of:
 - Minephone Wings Wx
 - Wallet Ethereum

Performance

- 6. The following Pre-Agreement allows the Customer to generate, through the Services offered by the Service Provider, a maximum of 2 Eth/Month for the duration of 3 years.
- 7. The Customer must ensure that the Minephone Wings Wx device remains connected 24 hours a day to allow the maximum performance of the Services offered by the Service Provider.
- 8. The Customer's Eth production will be proportional to the Minephone Wings Wx's Wifi o GSM time connection.
- 9. The maximum value of 2 ethereum per month is counted considering the maximum daily generation of 0.07701 Eth (current Eth Difficulty) and 6 of 7 days of activity. 1 day of 7 no activity will be counted because the system will be maintained.

Compensation



- 10. For the services rendered by the Service Provider as required by this Pre-Agreement, the Customer will provide compensation (the "Compensation") to the Service Provider as follows:
 - <u>13 Ethereum</u> (or equivalent amount through other crypto) to be paid through the coinpayments.net platform.
- 11. The Customer can use the Services offered by the Service Provider only after having successfully completed the Compensation.

Cloud Mining Hybrid and Proof of Data Protocol

12. The Cloud Mining Hybrid service is used to send the Ethereum extracted from Top Mining Pools to the Customer's Eth Wallet embedded in the MinePhone WX in relation to the activated contract and connection time (called Proof of Data Protocol).

Guarantee

- 13. The Service Provider hereby agrees to provide the best quality of Services to the Customer despite external problems or difficulties, not directly connected to the Service Provider, can make this process complex or non-executable. For this reason the Service Provider choose to offer the Customer the following guarantees (the "Guarantees") consisting of:
 - <u>Ethereum Difficulty</u>: If during the 3 years of the mining contract the Eth Difficulty increases so as to considerably reduce the original monthly profit, it will be possible to extract an alternative cryptocurrency.
 - <u>Ethereum Mining Rules:</u> If during the 3 years of the mining contract the Ethereum Mining Rules should prevent, for block validation protocols changes, the original monthly profit, it will be possible to extract an alternative cryptocurrency.
 - <u>Minephone Wings WX Fault/Theft</u>: If during the 3 years of the mining contract
 the Minephone Wings WX fails or is stolen, it will be possible to suspend (for a
 maximum of 30 days) the mining contract so as to reactivate it (through a
 specific web page of the Customer) at the same moment when the telephone is
 returned.
 - Exceptional Events: If for any reason the Service Provider could no longer provide



the Service to the Customer, an assessment will be made of the ROI obtained by the Customer for the purchase of the mining eth contract, so as to proceed with a partial or total refund in value Wings Mobile products.

Confidentiality

- 14. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Customer which would reasonably be considered to be proprietary to the Customer including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Customer and where the release of that Confidential Information could reasonably be expected to cause harm to the Customer.
- 15. The Service Provider agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Service Provider has obtained, except as authorized by the Customer. This obligation will survive indefinitely upon termination of this Pre-Agreement.
- 16. All written and oral information and material disclosed or provided by the Customer to the Service Provider under this Pre-Agreement is Confidential Information regardless of whether it was provided before or after the date of this Pre-Agreement or how it was provided to the Service Provider.

Capacity/Independent Contractor

17. In providing the Services under this Pre-Agreement it is expressly agreed that the Service Provider is acting as an independent contractor and not as an employee. The Service Provider and the Customer acknowledge that this Pre-Agreement does not create a partnership or joint venture between them and is exclusively a contract for service.

Dispute Resolution

- 18. In the event a dispute arises out of or in connection with this Pre-Agreement, the Parties will attempt to resolve the dispute through friendly consultation.
- 19. If the dispute is not resolved within a reasonable period then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is unavailable or is not successful in resolving the



entire dispute, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the State of Panama. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the PANAMÁ.

Assignment

20. The Service Provider will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Pre-Agreement without the prior written consent of the Customer.

Titles/Headings

21. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Pre-Agreement.

Gender

22. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

23. It is the intention of the Parties to this Pre-Agreement that this Pre-Agreement and the performance under this Pre-Agreement, and all suits and special proceedings under this Pre-Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of PANAMÁ, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Responsibility

- 24. The Customer will be responsible for the care of the equipment once the Service Provider delivers each one in optimal conditions.
- 25. The Customer will not make changes of any kind in the Minephone Wings Wx device and Wings Miner App, such as decompiling or back-engineering the software, this would



immediately end the provision of the Service offered by the Service Provider without any possibility of repayment and negotiations.

26. The Client is aware that if a modification or manipulation is made as mentioned above, the Service Provider is free to act on the basis of any criminal sanction established the in its classification as developers of professional or industrial secrets under the laws of Panama.

TYMSMART S.A.

Panamá

Per: FREDDY RAMIREZ (Chairman)

Authorised Signator