

CLOUD MINING SERVICE Contract (the “Contract”)

BETWEEN

Full Name Customer
(The “Customer ”)

- AND -

Bitwings Ltd
981 Great West Road, Brentford, United Kingdom, TW8 9DN
Company Number 12593357
(the “Payment blockchain app & platform provider”)

- AND -

Ether Capital Holding Ltd
The Penthouse, 20, Lyons Range Court, Bisazza Street, SLM1640, Sliema, Malta
Reg. Number: C95543
(the “Cloud Mining Service Provider”)

BACKGROUND:

1. The CUSTOMER is of the opinion that the Payment Blockchain App & Platform Provider jointly with the CLOUD MINING Service provider has the necessary qualifications, experience and abilities to provide services to the CUSTOMER.
2. The Payment App, Platform Provider and the CLOUD MINING Service provider are agreeable to provide such services to the CUSTOMER based on the terms and conditions set out in this Contract.

IN CONSIDERATION OF the matters described above and the mutual benefits and obligations set forth in this Contract, the receipt and sufficiency of which consideration is hereby acknowledged, the CUSTOMER, the Payment App & Platform Provider jointly with the CLOUD MINING Service provider (the individual “Party” and collectively, the “Parties” to this Contract) agree to as follows:

1. Services Provided

The CUSTOMER hereby agrees to engage the Payment Blockchain App & Platform Provider jointly with the CLOUD MINING Service provider in providing the CUSTOMER with services “to choose with flags in one of the following service options(the “Service”) consisting of:

- Power Calculation of 1.000 Mh/s (by Eth Cloud Mining Service provided by our partner company – Ether Capital Holding Ltd)
- Power Calculation of 100 Mh/s (by Eth Cloud Mining Service provided by our partner company – Ether Capital Holding Ltd)

2. Term of Contract

The term of this Contract (the “Term”) shall begin on the date in which the CLOUD MINING SERVICE PROVIDER receives the payment and it will be valid for **3 years** from that date.

Except (as otherwise provided in this Contract), the obligations of the Cloud Mining Service provider will end upon the termination of this Contract.

3. Resources

To receive the Services offered by the Payment Blockchain App & Platform Provider jointly with the Cloud Mining Service Provider, the CUSTOMER must have the following resources (the “Resources”) that consist of:

- Ethereum Wallet
- Wings MinephoneWX
- Wi-Fi Internet connection or any Mobile Internet Service Provider

4. Mining Pool

The cloud mining service is being offered by Ether Capital Holding Ltd, a Maltese company operating in the field of cryptocurrencies mining and multi virtual financial assets trading.

The Asset Pool backing the mining contract will be actively managed within the proprietary mining pool strategy.

The Payment Blockchain App & Platform Provider is responsible for the cash flow between the Cloud Mining Service provider and its Customers. The Cloud Mining Service provider has the right to substitute Eligible Crypto Assets within the Mining Pool with other Eligible Crypto Assets, always with a view to ensure that the Mining Pool has the ability to produce sufficient funds to service all payments due and payable by the Customers.

5. Performance - Monthly Ethereum Amount

The following Contract allows the CUSTOMER to receive, through the Service offered by the Cloud Mining Service Provider, a Monthly Ethereum Amount for the duration of **3 years**.

The Monthly Ethereum Amount is counted considering 3 elements: (1) the Service chosen in point 1 of this contract, the (2) Maximum Monthly Generation (based on the Daily Eth Difficulty), and (3) the Proof of Data-Time Connection Rules.

6. Maximum Monthly Generation

The Maximum Monthly Generation is calculated considering the type of contract chosen in point 1 of this contract, the ethereum network's block validation difficulty level and the Ethereum's value.

- Power Calculation of 1.000 Mh/s up to 2 eth per month
- Power Calculation of 100 Mh/s up to 0,2 eth per month

7. Proof of Data -Time Connection Rules

These are the rules by which the connection time, which the Minephone WX maintains during the day with the server of the Payment blockchain app & platform provider, is defined. In relation to the Proof of Data (PoD), internal protocol created by the Payment blockchain app & platform provider, the active time slots that will affect the Monthly Ethereum Amount will be counted. Following are the rules:

- Single-slot time portion: 1 minute
- Total number of 24-hour time slots: 1,440
- Active Time slot: Continuous connection between Minephone WX and Payment blockchain app & Platform Provider's Server for 60 seconds without interruption

8. Accreditation Frequency

The accreditation will take place daily (7 days a week) through a Virtual Wallet (the "Balance Wx") contained in the Payment blockchain app & Platform Provider in which the Customer will create an account from the moment he receives the Minephone WX.

9. Withdrawal

The Customer can withdraw the amount of Ethereum present in the ETH_Balance_WX by making a withdrawal request and specifying his destination Ethereum Wallet.

BWN Option: By choosing the Bitwings Contract Option, the Customer will be able to withdraw the Ethereum amount transformed into Bitwings token and deposited in the BWN_Balance_WX.

The choice will not be optional and will be active until the term of the contract.

10. Withdrawal Fee

The commission to complete the withdrawal process from ETH_Balance_WX will be 10% of the selected amount.

BWN Option: By choosing the Bitwings Contract Option, the Customer will have no withdrawal fee.

11. Minephone WX's compensation

For the services rendered by the Payment Blockchain App & Platform Provider jointly with the Cloud Mining Service provider as required by this Contract, the Customer will purchase the MinephoneWx from the Payment Blockchain App & Platform Provider at the price of:

- 6.000 Bitwings (bwn)

Bitwings token (bwn) can be purchased directly from the Token Purchase Platform of the Payment Blockchain App & Platform Provider or transferred from a wallet that already contains them.

12. Service's compensation

For the services rendered by the Payment Blockchain App & Platform Provider jointly with the Cloud Mining Service provider as required by this Contract, the Customer will provide compensation (the "Service Compensation") to the Payment Blockchain App & Platform Provider jointly with the Cloud Mining Service provider, according to the type of contract chosen as follows:

- 100 Mh/s ETH KIT FEE (**1 ETH**)
- 100 Mh/s BWN KIT FEE (**0 ETH**)
- 1000Mh/s ETH KIT FEE (**17 ETH**)

BWN Option: By choosing the Bitwings Contract Option, the Customer will have automatically activated a 100 Mh/s Service without any Service Compensation.

The Customer can use the Service offered by the Payment Blockchain App & Platform Provider jointly with the Cloud Mining Service provider only after having received the Minephone WX and completing the Service's Compensation successfully.

13. Extra Reward

By choosing the Bitwings Contract Option, the Customer can take advantage of an Extra Reward divided into the following two services:

Pool Reward: 5% of the total Bitwings Tokens sold daily through the Token Purchase Platform will be divided by the total of Minephone WX holders who have activated the Bitwings Contract Option and credited daily in USDC coin in the USDC_PoolReward_Balance_WX.

Fast Exchange: 10% of the Client's daily BWN generation will be sold, at the current market value, and credited daily in USDC coin in the USDC_FastExchange_Balance_WX. The total amount credited to those who activated Bitwings Contract Option can never exceed 10% of the total sold in the Token Purchase Platform.

14. Service Activation Times

From the moment the CUSTOMER pays the Payment Blockchain App & Platform Provider jointly with the Cloud Mining Service Provider's KIT FEE, a maximum of 48 hours will be required to start receiving the Daily Ethereum Amount.

15. Service's duration

The service duration will be for 3 years.

16. Service's Compensation Refund

If, for any exceptional event, the Service is interrupted for more than 45 continuous days or at the end of the contract the CUSTOMER has not recovered a figure at least equal to the service's compensation, then the Payment Blockchain App & Platform Provider will be subjected to make a Refund.

The refund value will be equal to the difference between the Service's compensation and the total credit received in ETH_Balance_WX or BWN_Balance_WX.

The currency of the refund will be made in Bitwings token (bwn) through which the customer can purchase products from the technological partner Wings Mobile at a guaranteed value of 1 bitwings = \$ 0.20

17. Minephone Wx's Replacement

If, for any exceptional event, the customer should lose or make the Minephone WX no longer functional, and therefore, no longer be able to use the Service, he will have the opportunity, if

the reasons for the malfunction are not included in the warranty, to request a new one. That is, a Minephone Wx at an additional cost of \$400.

Only on this occasion, and after the Payment Blockchain App & Platform Provider has ascertained the real malfunctioning or inactivity of the Minephone Wx, the customer will have the possibility to request an extension of the duration of the service by a maximum of 30 days.

18. Confidentiality

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 CUSTOMER records and that is not generally known in the industry of the CUSTOMER, and also where the release of that Confidential Information could reasonably be expected to cause harm to the CUSTOMER.

The Cloud Mining Service provider agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Cloud Mining Service provider has obtained, except as authorized by the CUSTOMER. This obligation will survive indefinitely upon termination of this Contract.

All written and oral information and material disclosed or provided by the CUSTOMER to the Cloud Mining Service provider under this Contract is Confidential Information regardless of whether it was provided before or after the date of this Contract or the way it was provided to the Cloud Mining Service Provider.

19. Capacity/Independent Contractor

In providing the Services under this Contract, it is expressly agreed that the Payment Blockchain App, Platform Provider and the CLOUD MINING Service provider are acting as independent contractors and not as employees. The Payment Blockchain App, Platform Provider, CLOUD MINING Service provider and the CUSTOMER acknowledge that this Contract does not create a partnership or joint venture between them and is exclusively a contract for service.

20. Dispute Resolution

In the event a dispute arises out of or in connection with this Contract, the Parties will attempt to resolve the dispute through friendly consultation.

If the dispute is not resolved within a reasonable period, 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 Malta. The arbitrator's accord will be final, and judgment may be placed upon it by any court having jurisdiction within Malta.

21. Assignment

The Payment Blockchain App & Platform Provider jointly with CLOUD MINING Service provider will not voluntarily or by operation of law assign or otherwise transfer their obligations under this Contract, without the prior written consent of the CUSTOMER.

22. Titles/Headings

Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Contract.

23. Gender

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

24. Governing Law

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

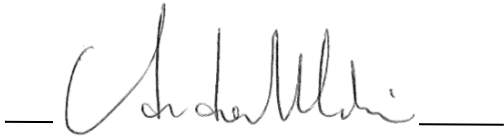
25. Rights to Information

The Payment Blockchain App & Platform Provider jointly with the CLOUD MINING Service provider reserves the right to change information regarding products and services offered to the CUSTOMER as required and this should be accepted without any objection by the CUSTOMER, irrespective of any circumstances.

BITWINGS Ltd.

United Kingdom

Per: ANTONIO MILIO (Chairman)



Authorised Signatory

Ether Capital Holding

Malta

Per: SIMONE VOLPI

(Chairman)

