

MARKETPLACE CONTRACT FOR SALE OF MINING EQUIPMENT

This agreement (the "Agreement") is made on [] between Simple Mining, a company registered in [Iowa/USA], with its principal place of business at [3105 Capital Way, Suite 1, Cedar Falls, Iowa, 50613] (hereinafter referred to as "Simple Mining"), and [] (hereinafter referred to as "Client"), collectively referred to as the "Parties."

The purpose of this Agreement is to establish terms and conditions under which the Client will sell mining equipment (hereinafter referred to as "Equipment") through Simple Mining's online marketplace (the "Marketplace").

EQUIPMENT

The Equipment being sold will be described in detail by the Client and agreed to by Simple Mining prior to the listing of the Equipment on the Marketplace.

Equipment for Sale: _____ Price: _____

SALE OF EQUIPMENT

The Client agrees to sell the Equipment through the Marketplace and that Simple Mining will keep 10% of the total sale price of the Equipment sold as a commission for facilitating the sale. The Client may request to make changes to their pricing, and Simple Mining will confirm with the Client before making the final sale. Once the sale is confirmed, Simple Mining will switch the miners off from the Client's mining pool and credit the Client for any electricity balance paid for that is not used to mine.

Finality of Sales and Authority to Sell

Finality of Sales: The Client hereby acknowledges and agrees that all sales of Equipment through the Marketplace are final. Once a sale is confirmed, whether verbally or in writing, there shall be no recourse for cancellation, return, or refund of any kind.

Authority to Sell: Upon the Client's confirmation of the sale price of the Equipment, either verbally or in writing, Simple Mining is hereby granted full and irrevocable authority to sell the Equipment listed in this Agreement. Simple Mining is authorized to act on behalf of the Client to finalize the sale under the agreed terms.

Removal of Equipment from Marketplace: If the Client wishes to remove any listed Equipment from the Marketplace, such a request must be made in writing to Simple

Mining. This removal will only be effective if acknowledged and confirmed in writing by Simple Mining and provided that the Equipment has not already been sold.

Acknowledgment of Terms: The Client hereby acknowledges that they have read and understood the terms of this clause, and agree to be bound by them as part of this Agreement.

CONTRACT TERMINATION

By agreeing to sell Equipment through the Marketplace, the Client agrees to immediately terminate any contract for the sale or use of the Equipment once the Equipment is sold.

PAYMENT

The Client agrees to receive payment for the sale of the Equipment through one of the following methods: ACH, Wire, Bitcoin, or USDT-ERC20. If the Client chooses to receive payment through Wire or Crypto, the Wire or Crypto fee will be deducted from the total sale price of the Equipment. Simple Mining will make payment to the Client within five business days once the Equipment is sold and Simple Mining receives payment from the buyer.

The Client acknowledges and agrees that if an incorrect wallet address is provided, Simple Mining is not liable for any lost funds. The wallet address provided will be the address that Simple Mining will make full payment to.

Payment Method: The Client shall select the payment method below:

- ACH
- Wire
- Crypto
If the Client selects "Crypto" as their preferred method of payment, they shall select the type of crypto below:

Type of Crypto

- Bitcoin (BTC)
- USDT ERC-20

The Client shall provide their wallet address for the selected cryptocurrency:

If the Client selects "Wire" or "ACH" as their preferred method of payment, they shall provide the following banking information:

Financial Institution Name: _____

City: _____

State: _____ Zip: _____

Routing Number: _____

Account Number: _____

Type of Account (Checking or Savings) : _____

Upgrade Program

Program Overview: Simple Mining offers an Upgrade Program that allows the Client to reinvest the proceeds from the sale of their Equipment into purchasing new or used units from Simple Mining.

Waiver of Commission Fee: Under this program, the standard 10% commission fee charged by Simple Mining on the sale of Equipment will be waived, provided the Client adheres to the terms and conditions set forth in this section.

Use of Proceeds: To be eligible for the Upgrade Program, the Client must agree to use the entire proceeds from the sale of their Equipment towards the purchase of new or used units from Simple Mining.

Timeframe for Reinvestment: The Client must commit to purchasing the new or used units within the five (5) business day window that Simple Mining has to pay the Client for the sale of their units.

Condition of Enrollment: If the Client is paid out before reinvesting into new or used units, the 10% commission fee will be applied, and the Client will no longer be eligible to participate in the Upgrade Program for that transaction.

Requirement for Written Communication: Clients wishing to enroll in the Upgrade Program must communicate their intention in writing to Simple Mining before their units

are listed on the marketplace. This written communication is necessary to confirm the Client's participation in the Upgrade Program and the waiver of the commission fee.

Acknowledgment of Terms: The Client hereby acknowledges that they have read, understood, and agree to be bound by the terms of the Upgrade Program as outlined in this section of the Agreement.

CONFIDENTIALITY

The Parties acknowledge and agree that the terms and conditions of this Agreement, as well as any other information exchanged between them, will be kept confidential and will not be disclosed to any third party without the express written consent of the other party.

1. **Governing Law:** This Agreement will be governed by and construed in accordance with the laws of [Iowa/USA], without regard to its conflict of laws provisions.
2. **Entire Agreement:** This Agreement represents the entire understanding of the Parties and supersedes all prior negotiations, understandings, and agreements between them. This Agreement may not be amended or modified except in writing signed by both Parties.

BINDING EFFECT

This Agreement will be binding upon and inure to the benefit of the Parties, their respective successors, and assigns. IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

Simple Mining LLC

Name: Adam Haynes

Title: CEO

Signature: Adam Haynes

Date:

Client

Name:

Title:

Signature:

Date: