



COOPERATION AGREEMENT

Agreement No.: [Number]

This Cooperation Agreement (hereinafter referred to as the "Agreement") is entered into as of [Day] [Month] [Year], by and between the following parties:

1. The Client

[Full Name/Company Name], acting through its authorized representative [Name], with registered address at [Address], hereinafter referred to as "**Client.**"

2. GIGABLOCK LTD

A limited company incorporated under the laws of United Arab Emirates, having its registered office at Office A, RAK DAO Business Centre, Sheikh Mohammed Bin Zayed Road, Ras Al Khaimah, United Arab Emirates represented by its Director Mohamad Khalife, hereinafter referred to as "**GIGABLOCK.**"

3. BITCITY DATA CENTER SERVICES PLC

A private limited company duly established under the laws of Ethiopia, with its principal place of business at ICT Park, Bole, Woreda 11, Addis Ababa, Ethiopia, represented by its General Manager Mohamad Khalife, hereinafter referred to as "**BITCITY.**"

Collectively, the above parties shall be referred to as the "Parties."

1. PURPOSE OF THE AGREEMENT

1.1 The purpose of this Agreement is to establish a cooperative framework for the hosting, optimal operation, maintenance, and repair of cryptocurrency mining hardware (hereinafter referred to as "Equipment") owned by the **Client.**

1.2 The roles of each Party are as follows:

- **Client:** Owns the Equipment and will deliver it to the designated location for hosting.
- **GIGABLOCK:** Provides hosting and operational services, ensuring optimal management and monitoring of the Equipment.
- **BITCITY:** Provides the physical data center infrastructure, including power supply, cooling, and security for the Equipment, and ensuring seamless operations.

1.3 The Agreement is intended to regulate the responsibilities and liabilities of each Party in order to achieve efficiency, cost-effectiveness, and high performance in cryptocurrency mining operations.

2. EQUIPMENT DELIVERY AND INSTALLATION

2.1 The **Client** shall be responsible for the procurement and transportation of the Equipment to **BITCITY**'s data center, ensuring compliance with all applicable import regulations. **BITCITY** shall facilitate the importation process, with all associated costs to be borne by the **Client**.

2.2 The details of the Equipment owned by the **Client** are outlined in **Annex 1** to this agreement.

2.3 Upon delivery, **GIGABLOCK** will oversee the installation, configuration, and initial testing of the Equipment to ensure operational readiness and optimal performance.

2.4 **BITCITY** shall provide the necessary environmental conditions and infrastructure to support the continuous operation of the Equipment, including emergency response capabilities.

2.5 The **Client** must provide the necessary documentation required for importation to facilitate a smooth process. **GIGABLOCK** will provide the **Client** with specific instructions via email based on the **Client's** situation, outlining the required documents and any additional steps necessary to complete the process.

2.6 In the event that the **Client** requires assistance with transportation or customs clearance, **BITCITY** shall facilitate such services at the **Client's** expense.

3. HOSTING AND MANAGEMENT SERVICES

3.1 **GIGABLOCK** Responsibilities:

- Manage day-to-day operations of the Equipment.
- Provide performance reports and real-time monitoring.
- Conduct routine maintenance, software updates, and troubleshooting.
- Coordinate necessary repairs to ensure uninterrupted operations and data integrity.
- Ensure a 24/7 monitoring system for proactive incident resolution.

3.2 **BITCITY** Responsibilities:

- Ensure stable power supply and cooling.
- Provide physical security and access control measures, including CCTV surveillance.
- Maintain operational uptime of at least 97% annually.
- Support the proper maintenance of the Equipment to prevent unexpected downtimes.

3.3 The **Client** Responsibilities:

- Ensure timely payments for services rendered.
- Provide necessary software configurations and updates required for efficient mining operations.

- Notify **GIGABLOCK** of any desired operational changes or upgrades.

3.4 Equipment Repairs:

- If the Equipment requires any repair, the costs shall be borne by the **Client** after obtaining prior approval from the **Client**.

4. PAYMENT TERMS

4.1 Hosting services shall be provided at a fixed rate of USD 0.047 per kWh, covering electricity, cooling, maintenance, and management.

4.2 Payments shall be made on a monthly basis, due within the first five (5) calendar days of the following month.

4.3 Failure to make payments in a timely manner may result in suspension of services.

4.4 The exact monthly fees for equipment management are detailed in **Annex 2**.

4.5 The **Client** agrees to:

- **Security Deposit:** Pay an amount equivalent to one (1) month of estimated electricity costs as a security deposit, which will be applied toward the final month's payment.
- **Advance Payment:** Pay an amount equivalent to one (1) month of estimated electricity costs as an advance payment to cover the first month of services.

4.6 The **Client** shall also be responsible for paying import duties and related costs equivalent to 5% of the imported value of the Equipment. This amount will be payable upon issuance of an invoice by **GIGABLOCK**.

4.7 All payments shall be made in [Insert] to **GIGABLOCK's** designated account.

4.8 Should there be substantial changes in electricity costs, **GIGABLOCK** reserves the right to make proportional adjustment to the pricing structure, provided that a 30-day prior notice is given.

4.9 **Initial Payment Terms:** The **Client** shall make an initial payment covering the hosting security deposit, advance payment, and infrastructure capital expenditure (CAPEX) within seven (7) days of signing this Agreement. The breakdown of the initial payment is detailed in **Annex 3: Initial Payment Summary**.

5. INFRASTRUCTURE CAPITAL EXPENDITURE (CAPEX) PAYMENT

5.1 The **Client** will pay **GIGABLOCK** an infrastructure fee of USD 100,000 per MW.

5.2 This payment ensures **GIGABLOCK** and **BITCITY** reserve 1 MW of power, purchase and install necessary equipment (warehouse, transformer), and prepare the site for the **Client's** computing equipment.

5.3 Ownership of the infrastructure purchased with this payment will transfer to **BITCITY**.

5.4 In return, **GIGABLOCK** and **BITCITY** guarantee the **Client** a discounted fixed electricity rate of USD 0.047 per kWh, valid until [Month] [Day], [Year], **unless specified in point 4.8.**

6. TERM AND TERMINATION

6.1 This Agreement shall commence on the Effective Date and remain in force until [Day] [Month] [Year], unless terminated earlier.

6.2 Either party may terminate the Agreement by providing sixty (60) days' written notice.

6.3 Upon termination, **BITCITY** and **GIGABLOCK** shall assist in the dismantling and packing of the Equipment for return to the **Client**, provided all outstanding dues have been cleared. The costs for dismantling and packing shall be covered by **BITCITY** and **GIGABLOCK**, while the Client shall be responsible for shipping costs.

6.4 If the Agreement is terminated due to a breach by the **Client**, the **Client** shall be responsible for all associated costs, including dismantling, packing, and shipment.

6.5 Any amendments to this Agreement must be mutually agreed upon by the Parties in writing.

7. CORRESPONDENCE AND DOCUMENT FLOW

7.1 All legally significant messages, including notices or correspondence related to this Agreement, must be sent via the email addresses specified herein and are considered as originating from authorized representatives.

7.2 Any changes to contact details must be communicated within 5 (five) working days, and all documents exchanged via email shall be legally binding.

8. LIABILITY AND FORCE MAJEURE

8.1 None of the Parties shall be liable for any failure to perform their obligations under this Agreement due to unforeseen circumstances, including but not limited to acts of God, war, strikes, or regulatory changes.

8.2 The affected Party shall promptly notify the other Parties and take reasonable steps to mitigate the effects.

8.3 **BITCITY** and **GIGABLOCK** shall not be liable for damages caused by hardware malfunctions, including but not limited to improper configuration by **the Client**, provided all maintenance and operational guidelines are followed.

9. DISPUTE RESOLUTION

9.1 Any disputes arising from this Agreement shall be resolved through good-faith negotiations.

9.2 If unresolved, disputes shall be referred to binding arbitration under the rules of the Dubai International Arbitration Center (DIAC), with proceedings conducted in English.

10. GENERAL PROVISIONS

10.1 This Agreement constitutes the entire understanding between the Parties.

10.2 Any amendments must be made in writing and signed by all Parties.

10.3 The Agreement is executed in three (3) copies, one (1) for each Party.

10.4 The governing law for this Agreement shall be the laws of the United Arab Emirates.

10.5 The Parties agree to maintain confidentiality regarding all technical and operational aspects of this Agreement.

11. LIST OF ANNEXES TO THE AGREEMENT

11.1 Annex 1 «List of Hardware»;

11.2 Annex 2 « Monthly fees for Equipment management »;

11.3 Annex 3 « Initial Payment Summary »;

12. OFFICIAL DETAILS

Details			
Company Name	CLIENT	GIGABLOCK LTD	BITCITY DATA CENTER SERVICES PLC
Address	[Insert Address]	Office A, RAK DAO Business Centre, Sheikh Mohammed Bin Zayed Road, Ras Al Khaimah, United Arab Emirates	ICT Park, Bole, Woreda 11, Addis Ababa, Ethiopia
Bank Address	[Insert Bank Address]	[Insert Bank Address]	[Insert Bank Address]
Cryptowallet USDT TRON (TRC20)	[Insert Cryptowallet]	[Insert Cryptowallet]	[Insert Cryptowallet]
Phone Number	[Insert Phone Number]	[Insert Phone Number]	[Insert Phone Number]
Email Address	[Insert Email Address]	[Insert Email Address]	[Insert Email Address]
Representative	[Insert Name]	[Insert Name]	[Insert Name]

Position	[Insert]	[Insert]	[Insert]
Signature			

IN WITNESS WHEREOF, the undersigned Parties hereto have executed this Cooperation Agreement as of the Effective Date.

Client

Name:

Signature: _____

GIGABLOCK LTD

Name:

Signature: _____

BITCITY DATA CENTER SERVICES PLC

Name:

Signature: _____

ANNEX 1: LIST OF HARDWARE

The following outlines the hardware owned by the **Client** that has been provided for hosting and operational management:

No.	Hardware Model / Item	Quantity	Price per Unit (USD)	Total Price (USD)
1	[Model]	[Amount]	[Amount]	[Amount]

Total Cost of Hardware: [Amount] USD (in words: _____).

ANNEX 2: MONTHLY FEES FOR EQUIPMENT MANAGEMENT

Hardware Model	Power Consumption per Unit (kW)	Total Units	Total Power Consumption (kW)	All-Inclusive Price per kWh (USD)	Total Monthly Amount (USD)
[Model]	[Amount]	[Amount]	[Amount]	[Rate]	[Amount]

Total Monthly Fees: [Amount] USD (in words: _____).

Details:

1. The [Model] units have a power consumption of [Amount] kW each, leading to a total power consumption of [Amount] kW for [Amount] units. The all-inclusive price per kWh is set at USD 0.047, resulting in a total monthly fee of USD [Amount].
2. **GIGABLOCK** and **BITCITY** guarantee a fixed electricity rate of USD 0.047 per kWh for hosting services, including electricity, cooling, maintenance, and operational management, until [Month] [Day] [Year], as specified in this Agreement, **unless specified in point 4.8**.
3. This rate includes all applicable taxes and service fees, ensuring full transparency and price stability for the **Client** throughout the duration of the Agreement.

ANNEX 3: INITIAL PAYMENT SUMMARY

Item	Amount (USD)
Security Deposit (One month of estimated electricity costs)	[Amount]
Advance Payment (One month of estimated electricity costs)	[Amount]
Infrastructure Capital Expenditure (CAPEX)	[Amount]

Total Initial Payment: [Amount] USD (in words: _____).

Payment Instructions:

1. **Currency:** [Insert]
2. **Payment Deadline:** Within seven (7) days of signing the Agreement
3. **Receiving Account:** **GIGABLOCK's** designated account (details provided in **Point 12**).