



SOURCEMO USA JOINT VENTURE AGREEMENT

This Joint Venture Agreement (the "Agreement") is made and entered into as of [Effective Date], by and between:

SourceMo USA, a Wyoming company (hereinafter referred to as "Party A"), and [Party B's Full Legal Name], a [Party B's State of Incorporation] company (hereinafter referred to as "Party B").

Collectively, Party A and Party B may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Parties wish to enter into this Agreement to form a joint venture (the "Joint Venture") under the laws of the State of Wyoming for the purpose of managing a bitcoin mining operation (the "Mining Operation");

WHEREAS, the Joint Venture will involve the purchase, setup, management, and maintenance of bitcoin mining equipment (the "Equipment");

WHEREAS, Party B agrees to fund the initial capital for the purchase of the Equipment and to share in the revenues generated from the Mining Operation as set forth in this Agreement;

WHEREAS, both Parties acknowledge that this Joint Venture is a collaboration involving shared responsibilities and decision-making, requiring active participation from both Parties in management and operational decisions, thereby sharing the associated risks and rewards;

WHEREAS, the investment in this Joint Venture is not intended to be a securities purchase or a franchise. Instead, both Parties are actively engaged in management and decision-making, ensuring that no Party relies solely on the efforts of the other Party;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. FORMATION AND PURPOSE

Section 1.1 Formation

The Parties hereby form a joint venture under the name "SourceMo USA JV 101" (the "Joint Venture").

Section 1.2 Purpose

The purpose of the Joint Venture is to jointly purchase, set up, manage, and maintain





bitcoin mining Equipment and to share the profits and losses resulting from the Mining Operation as specified in this Agreement, with both Parties actively involved in the management and decision-making processes.

ARTICLE 2. CONTRIBUTIONS AND OWNERSHIP

Section 2.1 Ownership

2.1.1 Initially, Party B shall own 83% and Party A shall own 17% of the Equipment and any proceeds, reflecting their respective contributions to the active management and operational success of the Joint Venture. These ownership percentages represent their commitment to active participation, with no guaranteed returns.

Section 2.2 Ownership Adjustments

Adjustments to ownership interests will be based on the performance and contributions of each Party to the Joint Venture, not on fixed returns or guarantees.

ARTICLE 3. MANAGEMENT AND OPERATIONS

Section 3.1 Management

Both Parties shall serve as co-managers of the Joint Venture, with equal authority in decision-making processes. Neither Party shall be solely responsible for profits or losses. Party A will handle day-to-day operations, while Party B will actively participate in strategic decision-making and operational input.

Section 3.2 Responsibilities of Party A

Party A shall be responsible for, but not limited to:

- Maximizing and/or maintaining the hash rate of the Equipment.
- Managing funds for monthly hosting fees, equipment purchases, and maintenance.
- Preparing and delivering an annual report to each Party, including a balance sheet, statement of income and expenses, and statement of capital accounts.
- Maintaining necessary records, obtaining insurance, hiring personnel, and preparing statements on collections and disbursements.

Section 3.3 Additional Services

Party A shall also provide the following services:

- Optimization of mining servers for improved performance.
- Evaluation and recommendation of mining pools.
- Evaluation and recommendation of secure storage solutions for mined Bitcoins.
- Ensuring backup energy systems for the bitcoin mining machines during power outages.
- Repair or replacement of any failing mining machines, with costs shared equally between partners.





ARTICLE 4. PROFIT AND LOSS ALLOCATION

Section 4.1 Net Profit Sharing

4.1.1 "Net Profits" shall be defined as all proceeds and bitcoins received from the Mining Operation after deducting operating expenses. Both Parties acknowledge that profits arise from their joint efforts and are not guaranteed; they accept that profits will fluctuate based on operational success driven by their collective actions.

4.1.2 Until Party B has recouped 100% of the Initial Capital, Net Profits shall be distributed as follows: 83% to Party B, 17% to Party A.

4.1.3 After Party B has recouped 100% of the Initial Capital, Net Profits shall be distributed as follows: 66% to Party B, 34% to Party A.

Section 4.2 Losses

Losses shall be allocated to the Parties according to their respective ownership interests.

ARTICLE 5. TERM AND TERMINATION

Section 5.1 Term

The Joint Venture shall commence on the Effective Date and continue indefinitely or until terminated as provided herein.

Section 5.2 Termination

The Joint Venture may be terminated by mutual written agreement of the Parties or by either Party upon 30 days' written notice to the other Party.

Section 5.3 Distribution of Assets Upon Termination

5.3.1 Upon termination, the Equipment and any remaining assets shall be distributed as follows: 83% to Party B, 17% to Party A.

5.3.2 In the event the Equipment is sold, the net proceeds shall be distributed in the same proportions as the ownership interests at the time of termination.

ARTICLE 6. MISCELLANEOUS

Section 6.1 Payment Terms

6.1.1 Payments shall be made to Party B for their share of profits on a monthly basis, no later than the 10th business day of each month following the accrual of profits.

6.1.2 Payments shall be made via direct deposit to Party B's designated bank account or, upon mutual agreement, to a specified cryptocurrency wallet address.

6.1.3 If there are no profits in a month, neither Party shall receive any payment, as profit payment is contingent upon actual mining performance and is not guaranteed.





Section 6.2 Currency Conversion

Funds transferred to the cryptocurrency wallet can be converted into fiat currency and utilized through MasterCard or Visa cards linked to the wallet.

Section 6.3 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming.

Section 6.4 Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings relating to the subject matter hereof.

Section 6.5 Amendments

This Agreement may be amended only by a written instrument signed by both Parties.

Section 6.6 Severability

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck, and the remaining provisions shall remain in full force and effect.

Section 6.7 Waiver

No consent or waiver by any Party to any breach or default by the other in the performance of its obligations hereunder shall be deemed or construed to be a consent or waiver to any other breach or default.

Section 6.8 Arbitration

All claims and disputes arising under or relating to this Agreement shall be settled by binding arbitration in Wyoming. The arbitration shall be conducted confidentially pursuant to the Commercial Arbitration Rules of the American Arbitration Association.

Section 6.9 Risk Disclosure

Each Party acknowledges that cryptocurrency markets are volatile and that the Joint Venture's success depends on active participation. Each Party understands and accepts the risks of the investment, including the possibility of losing the entire capital contribution. Each Party affirms that:

- They can bear the economic risk of losing their entire capital contribution.
- They have adequate means to provide for their current needs and do not require liquidity for the bitcoin mining hardware for which they are contributing capital.
- They have not solely relied on legal or other advice regarding their capital contribution.
- Each Party agrees to stay informed of regulatory changes that may impact the Joint Venture's operations and to adjust practices accordingly.

Section 6.10 Counterparts

Each Party acknowledges that they have read this entire Agreement and have a full understanding of the terms and conditions of this Agreement and have elected to





participate and contribute their required capital contribution for their bitcoin mining hardware.

Section 6.11 Regulatory Compliance

Each Party agrees to actively monitor and comply with all applicable laws and regulations governing cryptocurrency mining, ensuring operational and financial transparency.

Section 6.12 Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed to have been given when delivered personally or sent by registered or certified mail, return receipt requested.

6.13 I hereby affirm that I fully comprehend all terms of this Agreement. I confirm that I possess the capacity to understand the implications of this document, and I do not suffer from any memory impairment. Furthermore, I declare that I do not have any conservatorship or power of attorney in effect. I acknowledge that I am participating with my own capital contribution and that the funds I am providing do not originate from any illegal sources.

IN WITNESS WHEREOF

The Parties hereto have executed this Agreement as of the date first above written.

SourceMo USA

By: _____

Name: _____

Title: _____

Date: _____

Party B (Full Legal Name)

By: _____

Name: _____

Title: _____

Date: _____

