

V4 July 2021

## Helium Hotspot Hosting Agreement

This Hotspot Hosting Agreement (“Agreement”) identifies the rights, obligations, and promises made by and between Owner (“Owner”) and Host (“Host”) for operating a Helium Hotspot at Host’s Location.

This is a legally binding contract, having the following terms:

Hotspot Owner

Owner: Beflo Limited (Trading as Future Networks Europe)

Owner email: futurenetworkseurope@gmail.com

Hotspot Host

Host Name:

Host email:

Host Location - (full address, postcode):

Host wallet number:

Monthly Fee payable in helium (HNT):

- 70% of the HNT mined in association with the hotspot(s) provided by Owner to Host, for the payment period.

Effective Date: date of execution of the agreement.

Duration: The Agreement rolls each calendar month until either side gives notice

Payment Cycle: Monthly on the 1st of each month, after one full month has completed.

### 1. OPERATION RIGHTS.

In exchange for the mutual promises and covenants herein, Host hereby grants to the Owner the right, license and ability to operate the Hotspot at the Location.

Ownership of the Hotspot remains with the Owner. This grant of rights is exclusive to Owner, and Host agrees not to grant operational rights to anyone other than Owner, and not to operate any hotspot except on behalf of the Owner, at the Location during the term of this Agreement.

### 2. HOST.

Host represents, warrants, and agrees:

- a. Host has the right and ability to grant the Operation Rights granted herein.
- b. Host will provide and maintain standard electrical power and Internet access to the Hotspot at the Location.
- c. Host will set up the Hotspot at the Location in proximity to a window on the highest level of the Location under Host's control. Host will set up the Hotspot within a reasonable amount of time which, unless agreed otherwise, shall be within one (1) week of receipt of the Hotspot by Host.
- d. Host will take reasonable measures to ensure continued operation of the Hotspot at the Location which, at a minimum, includes maintaining power and Internet access to the Hotspot while this Agreement is in effect.
- e. Host shall provide to Owner a wallet address which accepts HNT payments to which payments shall be made by Owner according to this Agreement. If an incorrect wallet address is provided and, as a result, a payment is not received by Host, Owner shall not be obliged to resend the payment if the funds are not recoverable. Host may provide an updated wallet address for subsequent payments.
- f. Host agrees to take reasonable measures to protect and not damage the Hotspot.
- g. Host will be responsible for all personal taxes related to payments received from the Owner.
- h. Host has no claims on network assets connected to the hotspot including but not limited to data packets and data credits.
- i. If the device is damaged as a result of actions by the Host, the Host agrees to pay back all payments that have been made to them by the Owner up to a maximum of £200.
- j. Host shall, upon request of Owner, provide digital photographs of the hotspot, clearly demonstrating its location and physical condition, within 5 calendar days of such a request. Such a request cannot be made by the Owner more frequently than once per 6 month period, except to follow up on previously unanswered requests.
- k. Host may, at Host's own discretion, install and connect additional equipment to the hotspot with the purpose of improving the hotspot's performance, such as antennas, subject to any local rules and regulations to the contrary. Host takes full responsibility for ensuring compliance with local rules and regulations. Host also takes full responsibility for any risks associated with the installation and operation of such equipment, which include but are not limited to damage to property or person during installation and operation.

### 3. OWNER.

Owner represents, warrants, and agrees:

- a. Owner has the right and/or license to operate the Hotspot.
- b. Owner will pay Host a monthly hosting fee to host the Hotspot while in operation at the Location.
- c. Owner will remit payment to Host on the first of each month, after one full calendar month of hosting has passed.

### 4. TERM and TERMINATION.

- a. The Agreement rolls each calendar month until either side gives notice. This Agreement may be canceled by either party by providing at least fourteen (14) days' notice prior to the end of the month.

b. Within seven (7) days of termination of this Agreement for any reason, Host shall send Hotspot to Owner's address (above) at Owner's expense ("Return Period"), payable to Host in GBP to the host's bank account.

c. In the event of a breach of this Agreement by either party, the non-breaching party may cancel the Agreement after providing notice of the breach to the breaching party, and if the breach remains uncured for fourteen (14) days.

d. Termination or expiration of this Agreement for any reason shall not relieve the Owner of its obligations to pay all fees accrued prior to termination, nor shall it relieve Host of its obligation to return Hotspot to the Owner. Owner shall not owe any monthly fees after Termination of agreement.

5. NOTICES.

Notices shall be made by email to the email addresses provided above.

6. GOVERNING LAW & JURISDICTION.

The Host and Owner agree that the laws of England and Wales shall apply to this Agreement.

7. ASSIGNMENT:

Host shall not assign or transfer, in whole or in part, its rights or obligations under this Agreement without the Owner's prior written consent.

8. NO PARTNERSHIP:

Nothing in the Agreement is intended to, nor shall it be deemed to, constitute a partnership or joint venture between Owner and Host, and neither party shall have authority to obligate or bind the other in any manner.

9. MODIFICATION:

This Agreement expresses fully the understanding between the parties, and may not be modified except by writing signed by both parties. All other prior understandings relating to operation of hotspots on the Helium network are canceled.

AGREED by,

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Host Name (printed)

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Host Signature

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Date

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Owner Name (printed)

BEN FLOYD

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Owner Signature

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Date

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