

Helium Hotspot Relocation Agreement

This Helium Hotspot Relocation Agreement (“Agreement”) identifies the rights, obligations, and promises made by and between the Company (“Company”) and the Supplier (“Supplier”) for the transfer of ownership and subsequent relocation of one or more Helium Hotspots (“Hotspot(s)”).

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

Company:

Company Legal Name: Beflo Limited (Trading as ‘Future Networks Europe’)

Company email: operations@futurenetworks.host

Hotspot Supplier: the individual or legal entity registering an account on the website <https://futurenetworks.host/> in order to become a Helium Hotspot Supplier under the Hotspot Relocation Service, as outlined at <https://futurenetworks.host/relocation-service/>.

Supplier name: as indicated upon registration.

Supplier email: as indicated upon registration.

Supplier phone number: as indicated upon registration.

Supplier location: as indicated upon registration or, if updated, as indicated in the relevant input field in the User’s personal account at <https://futurenetworks.host/account/>.

Supplier wallet number: as indicated upon registration or, if updated, as indicated in the relevant field in User’s personal account at <https://futurenetworks.host/account/>.

Monthly Fee payable by Company to Supplier, in helium (HNT):

- **30% of the HNT and / or IoT tokens** mined in association with the Hotspot(s) supplied by Supplier to Company and transferred from Supplier’s Helium wallet to Company’s Helium Wallet, for the payment period.
- This monthly fee shall start to be accrued **on the day after 14 full calendar days have passed since the day on which hotspot’s new location is asserted**. This is to cover the logistics and operational costs of the Company associated with providing the service.

For example: the Supplier’s hotspot is sent to the Company and transferred to the Company’s corporate wallet on July 1st. On July 2nd, it is sent by Company to its new location. The new location is asserted on the Helium blockchain on July 3rd at 13:00. Supplier shall start accruing their 30% share of the HNT/IoT tokens earned by the hotspot on July 18th.

Effective Date: This Agreement comes into force upon successful registration of Supplier’s account on the website <https://futurenetworks.host/>, and the subsequent transfer of the Hotspot from Supplier’s Helium wallet to Company’s Helium wallet, which entails transfer of ownership of the

hotspot from Supplier to Company. By checking the checkbox “I agree to the terms of the **Helium Hotspot Relocation Agreement**’ during registration, Supplier agrees to the terms and conditions of this Agreement.

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

Payment Cycle: Monthly by the 5th of each month.

1. OPERATION RIGHTS.

In exchange for the mutual promises and covenants herein, Supplier hereby grants to Company the right, licence and ability to relocate the Hotspot to a Location of Company’s choice, under the care of one of Company’s hosts, business partners, clients, or any other contact of Company.

Ownership of the Hotspot remains with Company from the moment the Hotspot is transferred from the Helium wallet of Supplier to the Helium wallet of Company.

2. Supplier.

Supplier represents, warrants, and agrees:

- a. Supplier has the right and ability to grant the Operation Rights granted herein.
- b. Upon registration, Supplier shall provide to Company a wallet address which accepts HNT payments to which payments shall be made by Company according to this Agreement. If an incorrect wallet address is provided, or no wallet address is provided, and, as a result, a payment is not received by Supplier, Company shall not be obliged to send or resend the payment for any payment periods prior to the payment period for which a valid wallet address has been provided to Company by Supplier. Supplier may provide an updated wallet address to which payments are to be made by updating the relevant field in their personal dashboard at <https://futurenetworks.host/account/>, but must also provide written confirmation of the change of wallet address to operations@futurenetworks.host at least 7 calendar days prior to the next payment cycle.
- c. Supplier shall be responsible for all personal taxes related to payments received from Company.
- d. Supplier shall send the Hotspot(s) to Company, to an address provided by Company after Supplier’s registration on Company’s website, within 14 calendar days of registration on Company’s website and agreeing to the terms of this Agreement, via a postal or courier service of Supplier’s choice. Supplier acknowledges that they are entirely responsible for the process of sending the Hotspot to Company, shall pay all associated costs and fees, and that the Company is in no way responsible for loss or damage of the hotspot during or after its transportation to Company.
- e. When sending the Hotspot(s) to Company via postal or courier service, Supplier shall pack the Hotspot(s) securely and to the best of their ability, with the 3 word name of the hotspot clearly printed on the side of the box. Supplier shall package each hotspot individually, unless otherwise agreed upon in writing with Company.
- f. Supplier shall transfer the Hotspot(s) from Supplier’s Helium Wallet Address to Company’s Helium wallet address within 7 calendar days of receiving an email notification about the receipt of the Hotspot(s) from Company.

g. Supplier has no claims on network assets connected to the Hotspot including but not limited to data packets and data credits.

h. Supplier shall send only approved hotspots to Company which are fully operational and have the technical specifications necessary for participating in Proof Of Coverage, beaconing and witnessing activities. This does not include 'data only' hotspots, such as the Dragino LPS80/DLOS8 or PG1301, Balena Data Only Hotspot, or any other data only hotspot, which shall not be accepted by Company. In the case that a non-functional or 'data only' hotspot is sent to Company from Supplier, Company shall be in no way obliged to return the hotspot or to relocate the hotspot. If there is any confusion as to which types of Hotspot are accepted by Company under the Hotspot Relocation Service, Supplier shall seek such information on Company's website or contact company via info@futurenetworks.host, prior to sending the hotspot to Company.

3. COMPANY.

Company represents, warrants, and agrees:

a. Company has the right and/or license to operate the Hotspot.

b. Company will pay Supplier a monthly fee for supplying the Hotspot hosted at Company's host, business partner, client, or any other contact of Company, for a period of 5 years after the day on which Supplier registered on Company's website and agreed to the terms of this Agreement.

c. Company will remit payments due to Supplier by the fifth of each month.

d. Company and its hosts, business partners, clients, or any other contact of Company taking care of the Hotspot, may install and connect additional equipment to the Hotspot with the purpose of improving the Hotspot's performance, such as antennas and filters. Company is in no way liable for any damage caused to the Hotspot(s) as a result of installing such equipment.

e. Company agrees to take reasonable measures to protect and not damage the Hotspot whilst in Company's possession, but is in no way liable for loss, damage, theft, or any other action by Company or any third party, including logistics partners, hosts, business partners, clients, or any other contact of Company. In the event that the Hotspot is lost, damaged, or becomes unable to participate in the Helium Network and earn HNT and / or lot tokens, Company shall be in no way liable and Supplier shall have no grounds to make claims against Company. Supplier accepts this is part of the risk of using the Hotspot Relocation Service, and will under no circumstance be due financial compensation or compensation of any other from Company, for any reason whatsoever.

f. Company may move the Hotspot to any location it desires. Company is in no way responsible for the amount of HNT and / or IoT tokens earned by the hotspot at its new location, and there is no minimum commission amount to be paid to Supplier under this agreement.

g. Company is in no way obliged to return the hotspot to Supplier, neither physically nor via transfer back to Supplier's wallet address / a different address of Supplier's choice, once the hotspot has been sent by Supplier to Company and received by Company.

h. Company shall not relocate the Hotspot(s) to a new location and re-assert the Hotspot's location on the Helium blockchain until ownership of the Hotspot has been passed from Supplier to Company, including its transfer from Supplier's Helium wallet address to Company's Helium Wallet Address.

i. Company uses third party software, including but not limited to 'Hotspotty' (<https://app.hotspotty.net/>), for the purposes of automating the calculation and payout of payments due to Supplier. Company shall be in no way liable for miscalculations and errors in payouts to

Suppliers, Hosts, or any other business partner. Company shall, however, do everything in their power to rectify miscalculations resulting from erroneous systems within a reasonable timeframe, and pay Supplier, in full, any commissions accrued but not paid. In the event that Company overpays Supplier, Supplier shall return the difference between the correct amount (amount accrued and owed) and the amount paid, within 3 working days of receiving an email requesting the return of the payment from Company to the email address provided by Supplier upon registration on Company's website. No further payments to Supplier will be made by Company until this amount is returned. If this amount is not paid back within 28 calendar days, Company reserves the right to sell the Hotspot(s) to recover these costs.

j. Supplier will accrue commissions relating only to the HNT / IoT tokens earned by the Hotspot(s) supplied under this agreement. In the event that any other tokens are mined or earned by the Hotspot(s), Company will decide what portion of those tokens mined or earned are allocated to Supplier. Company is not obliged to provide any portion of these additional tokens to Supplier.

4. TERM and TERMINATION.

a. The Agreement rolls each calendar month for a period of 5 years, after which Company may continue to pay commissions to Supplier for the Hotspot(s) supplied under this Agreement, but is under no obligation to continue such payments. The Hotspot(s) supplied by Supplier shall not return into the possession of Supplier upon termination of this Agreement.

b. 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.

c. Termination or expiration of this Agreement for any reason shall not relieve the Company of its obligations to pay all fees accrued prior to termination. Company shall not owe any monthly fees after Termination of this Agreement.

5. NOTICES.

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

6. GOVERNING LAW & JURISDICTION.

The Supplier and Company agree that the laws of England and Wales shall apply to this Agreement.

7. ASSIGNMENT:

Supplier shall not assign or transfer, in whole or in part, its rights or obligations under this Agreement without the Company'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 Company and Supplier, 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, unless otherwise indicated in this Agreement. All other prior understandings relating to operation of Hotspots on the Helium network are cancelled.