



General Business Terms

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These General Business Terms shall consist of two sections which describe procedures of non-mining operations on the mining account of the Client as well as mining operations, procedure for settling disputes and conducting communications.

1. GENERAL PROVISIONS

1.1 CONDITIONS OF PROVIDING MINING SPACE

The terms for providing mining space depend on the type of account that the Client is using.

(a)

For Mining Accounts:

- Contracts published on the Company's web site are indicative;
- Contracts may differ from the price of the underlying asset.
- The Company establishes a price for each mining space in the contract specifications. The prices shown on the Company's website are standard. The Company shall be entitled to alter the amount of the contract without prior written notification to the Client;

(b)

In the case of unplanned interruption to the mining stream from the server caused by hardware or software breakdown, the Company shall be entitled to synchronize the mining on the server serving Clients using other sources;

(c)

The following may serve as source of this type:

- Another mining server;

(d)

In case any dispute arises in relation to interruption to the mining stream, all decisions will be taken in accordance with the synchronized mining.

1.2 ADJUSTMENTS

(a)

Determination of any adjustment or amendment of the size, value and/or number of the transaction (and/or of the level and size of any order) shall be at the Company's absolute discretion and shall be conclusive and binding upon the Client.

(b)

Pointed information is posted at the Company's web-site.

(c)

The Company at its absolute discretion reserves the right to proceed with an Adjustment Event on a per session basis. In this event, the Company will give the Client a notice of any applicable action that it decides to take as soon as reasonably practicable, which for the avoidance of doubt may be after the relevant Adjustment Event.

1.3 IDENTIFICATION

(a)

Verification of the Client's identity is made in order to prevent any unauthorized access to the Client's account and is held by verification of the fact that the operations are made exactly by the Client.

(b)

During registration of a trading account the Client must provide the Company with correct and true information for identification in accordance with the Company's requirements (hereinafter referred to as the "Identification data"), as determined in its sole discretion. The Client shall inform the Company about changes in identification data in proper time.

(c)

Personal data which shall be verified embodies ID or passport details and registration address, email address, phone number etc.

(d)

Passport details and address are being verified by the provided documents. For address confirmation Utility bill, telephone bill, electricity bill can be provided. Email address is verified by sending email to it with verification code.

(e)

The list of non-trading operations for which verification procedure is demanded:

- Withdrawal requests;
- Change of Access Data etc.

(f)

Means of the client verification (security types) are:

- By e-mail;

(g)

E-mail security type embodies sending by the Company to the Clients email, pointed out during the registration, a verification code which should be entered on the Company website for processing of non-trading operations which demanded verification.

(i)

The Client may set the security type during the registration process.

(j)

The security type may be changed if the information provided by the Client during registration fully matches that contained in the documents provided by the Client at the Company's request. If the Client changes the security type, withdrawal of funds can be made only after 10 working days from the moment of changing security type.

(k)

The Company shall reserve the right to suspend execution of non-mining operations if the Client's identification data are found incorrect or invalid as well as the Client does not send the requested documents.

(l)

In case the Client loses the main password and e-mail specified at registration, the account will be closed after a complete check and the funds will be withdrawn proportionally to the account (s) they were deposited from.

(m)

In order to identify the Client, the Company has the right to request at any time after a mining account is registered, inter alia, information and/or documentation and/or video call for proof of identity, proof of residence, source of funds.

1.4. DOUBTFUL OPERATIONS

(a)

The Company shall monitor execution of these General Business Terms and be obliged to investigate doubtful operations of the Client by stopping such operations for necessary time.

(b)

In case of investigation of doubtful operations of the Client, the Company shall be obliged to demand the documents which are necessary for investigation from the Client.

(c)

Signs of doubtful operations:

- Execution of a great number of transfers in the absence of operations and/or minimal mining activity on the mining account;
- Execution of operations devoid of apparent economic sense or other apparent purpose bearing the legal nature;
- The client's denial of delivery of personal information for identification purposes or impossibility to prove the client's identity;
- Repeated attempts to execute non-mining transactions for benefit of third parties;
- Forgery of the documents given by the client, mismatch of documents, provided in different time periods and falsely represent oneself to be another person.

(d)

The provided signs of doubtfulness operations shall not be completed. A transaction can be found doubtful by specialists of the Company as a result of complex analysis and concomitants.

(e)

The Company has the right to cancel questionable operations by the Client and/or charge commission(s) on the deposit/withdrawing operations of a Client and/or block all his mining accounts as well as trading accounts of Clients involved in the conducting of these operations. In this case the funds of the Client shall be withdrawn by any method convenient for the Company.

2. MINING TRANSACTIONS

2.1 GENERAL PROVISIONS

(a)

The client terminal provides the facility to open Mining Accounts as these are specified on the Website from time to time.

(b)

Buy orders (long positions) are made for a period of six (6) to twelve (12) months.

(c)

Buy orders (short positions) are made for a period of three (3) to six (6) months

(d)

The client will leave their capital of \$50,000 for 3 consecutive months and only be allowed to take just the profit for each month, and on the third month, they can request their capital along with the profit for that month.

(e)

Prior to depositing back, the client is to move to the next mining plan in order to continue mining, and the same case is applicable.

(f)

If necessary, the Company may change the type of execution for a contract, giving 24 hours prior notice to the client.

(g)

Clients are to withdraw the profits with the method of depositing.

(h)

The Company may provide the option to the Client to change the contract type for a specific type of account on the Client's personal area for better mining result.

(i)

The withdrawal address and other details provided on KYC cannot be modified unless support is contacted. Changing a withdrawal address will attract a charge.

2.2 CLIENT'S REQUESTS AND ORDERS

(a)

The Company is entitled to refuse a Client's order or instruction relating to an Account if:

- The Client's instruction has not been received by the Company, in case the telephone conversation or Internet connection is interrupted through circumstances independent of the Company;
- The size of the account is less than the minimum size indicated in the contract specification;
- Circumstances of force majeure indicated in Part A of the Client Agreement have arisen;
- If there is Company equipment maintenance;

(b)

In cases of cancellation of a transaction previously carried out.

(c)

Refusal of a Client's request or instruction is accompanied by a corresponding message on the client terminal.

(e)

In exceptional cases, the company, despite the cases described in paragraph 2.2 "d" of this General Business Terms, can decide to execute Client's order.

2.3 OPEN A CONTRACT

(a)

In order to give an instruction to open a Mining contract the Client shall specify the amount of the transaction.

(b)

Opening transaction volume will be calculated using the following formulas:

- Opening transaction volume = contract duration * profit margin (percentage)
- To open a position via the client dashboard the Client must click on the "Buy" button after specifying the plan to subscribe to;
- If the current contract price for the instrument has changed whilst processing of the Client's instruction relating to Accounts has been in progress, the Company offers a new price or refuses execution. In this case the reinvest window will appear, or the error message. If the Client wishes to buy the contract at the newly offered price, he must reply "OK" within 2 minutes. In this case, the instruction is sent to the server again and passes through all the stages and checks afresh. If the Client does not make the decision to carry out the transaction at the new price within the 2 minutes, the request to perform the transaction is not accepted.

2.4 CLOSE A CONTRACT

(a)

In order to give an instruction to close a contract before the expiration time, the Client shall send a request to company through the support channel or via the client's register email to the company's email.

(b)

Company reserves the right at its absolute discretion, to decline Client's request to close a contract.

2.5 EXECUTION OF CONTRACTS

(a)

The Contract is placed in the queue in order to be executed in the following cases:

The Company will endeavor to execute contract Orders at the price requested by the Client. However, the Company may not be able to execute any Order for reasons including without limitation (i) there is not enough balance in the client's account,

(ii) the order exceeds the Company's risk management limits as set and amended by the Company from time to time based on market conditions and other relevant factors.

Company reserves the right at its absolute discretion, to cancel / modify / change the above in case of doubtful operations by the Client or for any other reason at its absolute discretion.

(b)

Order activation for client's Accounts on the server takes 10 – 30 minutes.

- Subject to any exceptions defined in current clause below, when the order is initialed during weekend, the order will be executed and/or activated by the beginning of the new working week;

2.6 SOLUTIONS TO DISPUTABLE SITUATIONS

(a)

The Client has the right to lodge a complaint if any disputable situation arises. In such a case, please consult the Complaints Procedure for Clients as this can be found on the Company's website, as amended from time to time.

(b)

The Server Data, Database and Server Log-File are the main information source in the case of any complaints. If the Server Data, Database and Server Log-File have not recorded the relevant information the Client refers to, the argument based on this reference may not be considered.

(c)

Any references to the contract of other companies are not qualified and will not be considered.

(d)

The complaints are not accepted:

- Unexecuted requests which are given by the Client during technical works on server;
- In respect of the difference in the prices for the Contract for Difference in the mining platform and for the underlying asset of the Contract for Difference;

2.7 PROCEDURES OF RESOLUTIONS OF DISPUTABLE SITUATIONS

(a)

Change and placement of contract order.

- Pending Orders are considered to be erroneously placed or modified in the following cases:
 - If transactions are made before mining is activated;
 - In case of failure in the mining platform.
- In these cases, a pending order or open contract due to execution of a pending order shall be deleted;
- While the dispute remains opened, the Company has the right to trigger the pending order in the chronological order in which they would have been triggered if the Client's instruction would have been executed at the time it was received by the Server;

- The Client's claims regarding impossibility of execution of transactions during resolution of the dispute are not accepted;
- After the Company decides on the dispute, the Client will be informed about it.

(b)

Open and close a contract.

- When the Client could not open/buy a contract or the Company could not execute the Client's instruction to open/buy a contract, the Client's claims will not be considered in the following cases:
 - Poor connection on the part of the Client or the server;
 - Failure in the mining platform or software of the server.
- If the Client's account doesn't have enough funds for a transaction execution (Contract placements) for this type of an account, the Client's claims about impossibility to open a contract are not accepted;
- In case of erroneous deletion of contracts, the Company shall be entitled to decide on the further resolution of the issue on this position: either recovery of the contract or payment of an indemnification to the Client;
- The Client's claims regarding impossibility of execution of transactions during resolution of the dispute are not accepted.

2.8 INTERPRETATION OF TERMS

In these General Business Terms, the terms shall have the meaning given in the Client Agreement. In the absence of a definition in the Client Agreement, then the terms shall have the meaning below:

"Account History" shall mean all completed transactions and depositing/withdrawal operations on the Mining Account.

"Account type" shall mean account type conditions. The list of possible account types offered by the Company can be found on the Mining Conditions page on www.bminingcompany.com. Account type is chosen during the registration of mining account and cannot be changed afterwards.

“Agent link” shall mean a special URL link by using which new clients are attracted. After completion of registration a customer becomes the Company’s Client and agent starts receiving commission by the named in the Partnership Agreement formula.

“Auto referral activity” shall mean when Introducing Broker gets commissions from trading operations carried on trading accounts by direct or circumstantial evidence controlled by the Introducing Broker.

“Client Terminal Log-File” shall mean the file, which is created by the Client Terminal in order to record all the Client’s Requests and Instructions to the Dealer with accuracy to a second.

“Company’s account” shall mean bank and/or digital account of the Company as well as the Company’s account in the processing center.

“Controversial situation” shall mean: 1) a situation when the Client considers that the Company as a result of the actions or inactivity has broken one or several provisions of the Client’s agreement and it’s appendices. 2) a situation when the Company considers that the Client as a result of the actions or inactivity has broken one or several positions of the Client’s agreement and appendices to it;

“Electronic payment system” shall mean a combination of procedures and connected with them computer networks and software, used to perform financial transactions and mutual settlements between the participants of the system.

“Instruction to transfer funds to another mining account” shall mean notice transmitted through the Personal area from the Company’s web-site with the purpose of charge-off of funds from the Client’s mining account to another mining account registered in the Company.

“Locked positions” shall mean long and short contract on the mining account.

“Modification” shall mean Client's request for contract level change. The order is considered to be modified after the relevant note appears in the server database.

“Order’s ticket” shall mean a unique identity number assigned in the mining system to each open contract.

“Pending order” shall mean client’s instruction to open a contract.

“Server Log-File” shall mean a file that contains information about all server-related events, including Clients' requests and instructions.

“Trading operations” include operations to buy/open a contract, placing, modifying, and deleting pending contracts.

“Mining Platform Time Zone” shall mean the time zone in which the Server Log-File records any event. At the time of the release of this document the Trading Platform Time Zone is GMT +0.

“Trailing Stop” shall mean a feature of the client **terminal** that makes it possible to generate instructions to change a contract's level based on specified parameters without the Client's involvement.

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