THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	§	Chapter 11
	§	
RHODIUM ENCORE LLC, *et al.*,[1]	§	Case No. 24-90448 (ARP)
	§	
Debtors.	§	
	§	(Jointly Administered)
	§	
RHODIUM JV LLC, RHODIUM 30MW LLC, RHODIUM 2.0 LLC, RHODIUM 10MW LLC, RHODIUM ENCORE LLC, AIR HPC LLC, JORDAN HPC LLC, RHODIUM INDUSTRIES LLC AND RHODIUM RENEWABLES LLC,	§	
	§	
Plaintiffs,	§	Adv. Proc. No. 25-_____
	§	
v.	§	
	§	
WHINSTONE US, INC., RIOT PLATFORMS, INC.,	§	
	§	
Defendants.	§	

COMPLAINT

1. Plaintiffs Rhodium JV LLC ("Rhodium JV"), Rhodium 30MW LLC ("Rhodium 30MW"), Rhodium 2.0 LLC ("Rhodium 2.0"), Rhodium 10MW LLC ("Rhodium 10MW"), Rhodium Encore LLC ("Rhodium Encore"), Air HPC LLC ("Air HPC"), Jordan HPC LLC ("Jordan HPC"), Rhodium Industries LLC ("Rhodium Industries"), and Rhodium Renewables

[1] The Debtors in these chapter 11 cases and the last four digits of their corporate identification numbers are as follows: Rhodium Encore LLC (3974), Jordan HPC LLC (3683), Rhodium JV LLC (5323), Rhodium 2.0 LLC (1013), Rhodium 10MW LLC (4142), Rhodium 30MW LLC (0263), Rhodium Enterprises, Inc. (6290), Rhodium Technologies LLC (3973), Rhodium Renewables LLC (0748), Air HPC LLC (0387), Rhodium Shared Services LLC (5868), Rhodium Ready Ventures LLC (8618), Rhodium Industries LLC (4771), Rhodium Encore Sub LLC (1064), Jordan HPC Sub LLC (0463), Rhodium 2.0 Sub LLC (5319), Rhodium 10MW Sub LLC (3827), Rhodium 30MW Sub LLC (4386), and Rhodium Renewables Sub LLC (9511). The mailing and service address of the Debtors in these chapter 11 cases is 2617 Bissonnet Street, Suite 234, Houston, TX 77005.

24904482502110000000000005

LLC ("Renewables"), collectively "Rhodium," as debtors and debtors in possession in these chapter 11 cases, by and through their undersigned counsel, hereby bring this complaint against Whinstone US, Inc. ("Whinstone"), and its parent company Riot Platforms, Inc., ("Riot"), for breach of contract and tortious interference. Rhodium is entitled to more than ***$300 million in damages***—plus exemplary damages, attorneys' fees, pre-judgment interest, and post-judgment interest—and an injunction stopping Riot and Whinstone's unlawful efforts to put Rhodium out of business.

INTRODUCTION

2. For years, Whinstone and Riot have done everything they could to destroy Rhodium. Defendants' motives are clear, and their actions unlawful. As one court predicted, Whinstone's actions "could come back to haunt" the company. Ex. A at 1. That time is now.

3. Rhodium is a bitcoin mining company that operates at Whinstone's facility in Rockdale, Texas. Whinstone provides hosting services, including power, to bitcoin mining companies, and does not mine bitcoin itself. In 2020, Whinstone agreed to provide Rhodium with 155MW of power, and, the following January, agreed to provide 100MW more. These contracts—which guaranteed power at a fixed price below the market price—were vital to Rhodium. The company could not exist without them.

4. The problem for Rhodium was that Riot, a direct competitor, desperately wanted the power for itself. Riot is one of the country's largest publicly traded bitcoin mining companies, and in the spring of 2021, it acquired Whinstone. Riot did so, not to run Whinstone's hosting-services business, but to eliminate the business, remove customers, and take their power for Riot's own bitcoin mining operations.

5. Within a month of acquiring Whinstone, Riot directed its new subsidiary to terminate the recently signed contract with Rhodium for 100MW and give the power to Riot. Whinstone and Riot did the same to Whinstone's other customers.

6. Riot then tried pressuring Rhodium into "renegotiating" its contracts with Whinstone and relinquishing all the benefits of those contracts, including the below-market price.

7. When Rhodium refused, Riot and Whinstone took matters into their own hands, breaching the contracts and attempting to cripple Rhodium. Riot and Whinstone withheld tens of millions of dollars in energy credits owed to Rhodium under the contracts; failed to provide Rhodium with water suitable for bitcoin mining as required by the parties' agreements; and failed to comply with contractually required "uptime" commitments—in essence, pilfering Rhodium's power and giving it to Riot or selling it on the grid. Whinstone also filed frivolous lawsuits that flouted mandatory arbitration provisions, raised meritless claims, and attempted to debase Rhodium with its creditors and business partners.

8. When that was not enough, Riot upped the ante and directed Whinstone to turn off Rhodium's power completely. Riot and Whinstone used their armed security to block Rhodium's access to its facility. They sent Rhodium a purported termination notice stating that the power contracts were invalid and unenforceable, and insisted that Rhodium leave the premises.

9. At every turn, Riot and Whinstone's unlawful campaign has been met with stinging rebuke. Multiple judges and arbitrators have uniformly ruled in Rhodium's favor, entered multiple injunctions, and admonished Riot and Whinstone for their anticompetitive and predatory tactics. While such interim relief has allowed Rhodium to stay alive during this litigation, it does not erase the substantial harm that Riot and Whinstone have wrought against Rhodium and threatened to continue.

10. Moreover, Whinstone's malicious conduct was not limited to willfully breaching agreements and taking Rhodium's power. In 2021, Whinstone flat-out lied to Rhodium in an effort to underpay energy credits. During Winter Storm Uri, Whinstone turned off Rhodium's power and sold it back to the grid, grabbing a massive windfall. Under the parties' contracts, a significant portion of those profits belonged to Rhodium. Well aware of this fact, Chad Harris—a co-founder of Whinstone and Whinstone's former CEO—lied to Rhodium and claimed that Whinstone had received ***no*** energy credits. To this day, Whinstone and Riot have not paid those—or any—energy credits.

11. Riot and Whinstone have also sought to ruin Rhodium's other investments. Until recently, Rhodium mined bitcoin in Temple, Texas, through the entity, Rhodium Renewables. In the summer of 2024, Rhodium sought to sell its interest in Temple to obtain a much-needed cash infusion, which was necessary to defend itself against Riot and Whinstone's tactics. Knowing this, Riot and Whinstone sought to kill the deal. Whinstone filed a frivolous lawsuit in Tarrant County, Texas, naming Rhodium Renewables as a defendant and alleging a conspiracy against Whinstone—*even though Rhodium Renewables did not even exist at the time of the alleged conspiracy*. The only reason to name Rhodium Renewables was to torpedo the sale of the Temple facility. Riot and Whinstone succeeded. Rhodium was unable to sell Temple and was forced into bankruptcy. Riot then, unashamedly, dropped Rhodium Renewables as a defendant and tried to buy Temple itself at a reduced price.

12. The total damages caused by Riot and Whinstone's unlawful actions exceed $300,000,000, not including pre- and post-judgment interest, exemplary damages, and attorneys' fees.

PARTIES

13. Plaintiffs Rhodium 30MW, Rhodium 2.0, and Rhodium Encore are Texas limited liability companies with their principal place of business in Houston, Texas.

14. Plaintiffs Rhodium 10MW, Rhodium Renewables, Rhodium Industries, and Jordan HPC are Delaware limited liability companies with their principal place of business in Houston, Texas.

15. Rhodium JV is a holding company for Rhodium 30MW, Rhodium Encore, Rhodium 2.0, and Rhodium 10MW. Rhodium JV is a Delaware limited liability company with its principal place of business in Houston, Texas.

16. Air HPC is a holding company for Jordan HPC. Air HPC is a Delaware limited liability company with its principal place of business in Houston, Texas.

17. Whinstone is a Delaware corporation with a principal place of business in Rockdale, Texas. Whinstone is a wholly owned subsidiary of Riot.

18. Riot is a Nevada corporation with its principal place of business in Castle Rock, Colorado. Riot operates bitcoin mining operations in Rockdale, Texas, and Corsicana, Texas. Riot has a registered agent in Austin, Texas. As set forth more fully herein, at all relevant times, Whinstone has acted as Riot's agent and alter ego.

JURISDICTION AND VENUE

19. The United States Bankruptcy Court for the Southern District of Texas (the "Court") has jurisdiction over this adversary proceeding pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157. The Debtors confirm their consent to the entry of a final order by the Court.

20. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

21. The statutory basis for the relief requested herein is § 105 of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") and Rules 7001 and 7065 of the Federal Rules of Bankruptcy Procedure.

BACKGROUND

I. Rhodium and Whinstone establish a joint venture in which Whinstone provides a ten-year energy deal and Rhodium invests over $150 million to build out the Rockdale site.

22. Rhodium is an industrial-scale bitcoin mining company operating at a facility in Rockdale, Texas, and until recently in Temple, Texas. Rhodium's Rockdale operation includes tens of thousands of specialized bitcoin mining computers. Those bitcoin mining computers require a substantial amount of electricity, not only to power their operations but also to support the cooling systems necessary for optimal performance. These cooling systems also require water to operate most efficiently.

23. Whinstone holds the lease to use the land at the Rockdale site and the electricity and water that are provided to the site. Whinstone mines no bitcoin itself.

24. When Rhodium's principals first met Whinstone's then-CEO, Chad Harris, in 2019, the Rockdale site was nothing more than a large plot of empty land. At the time, Whinstone had few employees, limited prospects, and virtually no money.

25. Rhodium and Whinstone agreed to a 10-year deal for electricity—the single most important cost input for bitcoin mining. Critical to the deal was the guaranteed, fixed-price of electricity for the 10-year term. As part of the agreement, Rhodium would pay tens of millions of dollars to build out a portion of the site as a bitcoin mine.

26. Whinstone and Rhodium accordingly executed a series of power contracts (also known as "hosting" or "colocation" agreements) between Whinstone and the various operating entities. These consisted of an initial contract for Whinstone to provide Rhodium with 30MW of

electricity, and then a series of twenty identical contracts for 5MW of electricity each (collectively, the "Power Agreements").

27. Each of the Power Agreements contains nearly identical terms. Primarily, these Agreements require Whinstone to provide Rhodium a specified amount of electricity at a fixed price for 10 years. *See* Ex. B (Rhodium 30MW Power Agreement) §§ 3.13, 14.1; Ex. C (Operational 5MW Power Agreements) §§ 3.13, 13.1.

28. The Power Agreements also require Whinstone to "sell electricity" back to the grid "in lieu of providing electricity to [Rhodium]" "if the ERCOT Market profitability exceeds" a certain threshold: "250% of the contract price."[2] Ex. B § 5.8; Ex. C § 4.8. When this occurs, the "profit will be distributed 100% to [Rhodium]." Ex. B § 5.8; Ex. C § 4.8. In other words, when the price of electricity soars past a certain point, Whinstone is supposed to sell the power to the grid and give the profits to Rhodium.

29. Over the next two years, Rhodium invested over $150 million to build out what is now known as "Building C" at the Rockdale site. Along the way, it created four operating entities (Rhodium 30MW, Rhodium Encore, Rhodium 2.0, and Rhodium 10MW), and validly assigned the various Power Agreements to those entities. Rhodium 30MW built out and operationalized the 30MW Power Agreement. The other operating subsidiaries collectively built out and operationalized fourteen of the 5MW Power Agreements. Today, Rhodium 2.0 operates under seven of the 5MW Power Agreements; Rhodium Encore operates under five of the Power

[2] "ERCOT" refers to the Energy Reliability Council of Texas, the organization that operates Texas' electrical grid.

Agreements; and Rhodium 10MW operates under two.[3] Rhodium 30MW, Rhodium 2.0, Rhodium Encore, and Rhodium 10MW are all liquid-cooled (also called immersion cooling) mining operations in Building C at the Rockdale site. The remaining six 5MW Power Agreements, which have now been assigned to Rhodium 30MW, have not yet been operationalized.

30. In late 2020, Rhodium and Whinstone agreed on a similar structure to build out an "air mine" in a different building at the Rockdale site, "Building B." The parties created Air HPC to serve as the holding company for this joint venture and Jordan HPC to be the operating entity that operates this air mine. At that time, Air HPC owned a partial stake in Jordan HPC, with outside investors (who funded Jordan HPC) also previously owning a share of Air HPC. Rhodium spent $12 million to build out this portion of Building B. Whinstone executed a 25MW power contract with Jordan HPC (the "Jordan HPC Power Agreement"). Ex. D. Whinstone then received a 50% synthetic dividend in Air HPC. Ex. E § 6.1 (the "Air HPC Profit Share Agreement"). Whinstone's profit share is calculated pursuant to a formula set out in the contract.[4]

31. A few months later, Whinstone agreed to provide Rhodium another 100MW of power in "Building D." The parties executed this contract on January 7, 2021. Ex. F.

32. And, in August 2021, Rhodium and Whinstone executed a Water Supply Services Agreement ("Water Agreement"), which required Whinstone to provide Rhodium "water supply services" essential to the success of Rhodium's bitcoin mining business. Whinstone committed to

[3] This division corresponds with different investor groups who contributed the money to build out and operationalize each portion of the site. Because of the substantial funding contributed by outside investors, Rhodium JV only owns a portion of each operating subsidiary. Today, through a "roll-up" transaction, these investor groups now hold their interest in the form of equity in Rhodium Enterprises, Inc., which in turn owns portions of the operating entities.

[4] Whinstone received a higher profit share in the Air HPC Profit Share Agreement (50%) than in the Rhodium JV Profit Share Agreement (12.5%) because Rhodium was not required to capitalize Building B. By contrast, Rhodium capitalized the entirety of Building C.

build infrastructure to carry water to Rhodium in Rockdale that Rhodium could use to cool down its bitcoin miners. Prior to signing the agreement, Whinstone indicated that the water would be treated, which was necessary to make the water useable in a bitcoin mining operation. The Water Agreement requires that "[a]ny work to be done by or on behalf of Whinstone in connection with the provision of the Water Supply Services will be performed in a ***commercially reasonable, timely, and workmanlike manner*** in accordance with generally recognized commercial construction standards in Texas." Ex. G § 5 (emphasis added).

II. Riot closes its acquisition of Whinstone and decides that Whinstone should renege on its contracts with Rhodium.

33. In April 2021, Whinstone disclosed that it was being acquired by one of Rhodium's largest competitors—Riot Platforms, Inc. (formerly known as Riot Blockchain, Inc.). Riot is one of the largest publicly traded bitcoin mining companies.

34. It has become clear that Riot had no intention of serving Whinstone's customers or continuing Whinstone's hosting-services business. Instead, Riot wanted the power at Rockdale for itself. To date, Riot and Whinstone have successfully kicked out of Rockdale Whinstone's only two other customers (also bitcoin miners). Rhodium is the sole survivor, despite Riot and Whinstone's efforts.

35. Riot's campaign against Rhodium began almost immediately. Within a month of the acquisition, which closed on May 26, 2021, Whinstone terminated the contract for 100MW of power at Building D. Riot promptly took that power for itself and now occupies Building D.

36. Riot did not stop there. In early 2022, Riot's current General Counsel, William Jackman, approached Rhodium and stated that Riot would like to "renegotiate" Whinstone's agreements with Rhodium. Mr. Jackman proposed raising the rate for electricity to the market

price, terminating the deal after two years instead of ten, and imposing other unfavorable provisions on Rhodium. Rhodium, of course, rejected this offer.

37. Having failed to amend the contracts, Riot and Whinstone began an unlawful campaign to punish Rhodium and put it out of business. Their tactics have included:

a. Refusing to pay—and lying about—the energy credits owed to Rhodium;

b. Improperly curtailing power to Rhodium's operations such that Rhodium is unable to mine bitcoin at full capacity;

c. Unilaterally and forcibly shutting down power to Rhodium's Rockdale operations on multiple occasions—with one shutdown lasting 56 days—forcing Rhodium to seek and receive emergency injunctive relief twice;

d. Failing to perform under the Water Agreement and instead delivering dirty, contaminated sludge that, at times, has contained dead fish and other organic lifeforms, thus damaging Rhodium's mining operations, and refusing to let Rhodium make any improvements to the water system;

e. Sending baseless invoices to Rhodium for amounts it has never owed; and

f. Engaging in bad-faith litigation tactics, including the filing of meritless lawsuits in plain disregard of the parties' agreement to arbitrate, threatening sanctions against Rhodium's attorneys, and torpedoing a $105 million sale of Rhodium's Temple, Texas, facility.

38. Riot has made no secret that it wants to terminate the contracts with Rhodium, which provide power at "below-market" rates, and to take the energy for itself. In its public SEC filings, Riot has called its contracts with Rhodium "Legacy Contracts inherited through the Whinstone acquisition containing below-market terms." Riot Platforms, Inc., Quarterly Report

(Form 10-Q) 33 (Sept. 30, 2023), https://perma.cc/8XHC-GE82. Riot wants to remove Rhodium from the Rockdale premises, like it has done with other "Legacy Hosting" clients, and use Rhodium's infrastructure "as part of [Riot's own] Bitcoin Mining operations." *Id.*; *see also* Riot Platforms, Inc., Quarterly Report (Form 10-Q) 34 (Sept. 30, 2024), https://perma.cc/M7JQ-AL26 (noting Riot's goal to "vertically-integrate our business at the current Rockdale Facility").

III. Whinstone and Mr. Harris misrepresent and fail to pay tens of millions of dollars of energy credits owed to Rhodium.

39. Whinstone and its former CEO, Mr. Harris, have also misrepresented basic facts to Rhodium about energy credits.

40. Shortly before Riot completed its purchase of Whinstone, Winter Storm Uri struck. Whinstone curtailed power at the Rockdale facility for nearly two weeks, which prevented Rhodium from mining bitcoin. Whinstone instead sold the power back to the energy grid, reaping over $125 million.

41. After the storm was over, beginning in April 2021, Mr. Harris indicated to Rhodium that Whinstone did not receive any energy credits due to the storm and that he instead "traded" "credit on the bill for credit worthiness." Ex. H. In May of 2021, Mr. Harris again represented to Rhodium that "[t]he economics of the storm created uncertainty due to the lack of liquidity in ERCOT." Ex. I. According to Mr. Harris, Whinstone "[r]ather than argue over credits" with its retail electric provider TXU, "took the opportunity to derisk" its "credit position." *Id*. Whinstone represented to Rhodium that Whinstone received no energy credits from Winter Storm Uri—credits that, under the Power Agreements, would clearly belong to Rhodium.

42. Mr. Harris's representation that Whinstone received no energy credits from TXU was a baldfaced lie. In fact, on April 7, 2021—a month ***before*** telling Rhodium otherwise—

Whinstone agreed to accept from TXU ***$125.1 million*** in energy credits due to Winter Storm Uri. Nonetheless, Whinstone and Riot still have not paid Rhodium any energy credits.

PROCEDURAL HISTORY

43. This Court knows the procedural history of the litigation between the parties. Accordingly, Rhodium here focuses on a few highlights of the core dispute between the parties and Whinstone and Riot's longstanding pattern of engaging in bad-faith litigation.[5]

I. Whinstone files a lawsuit in Texas state court and defies a court order to arbitrate its dispute with Rhodium.

44. On May 2, 2023, Whinstone violated the parties' agreement to arbitrate by filing suit in Texas state court in Milam County against Rhodium 30MW, Rhodium JV, Air HPC, and Jordan HPC. Whinstone incorrectly claimed that Rhodium breached its contracts by failing to pay amounts due to Whinstone—claims this Court has since rejected.

45. Rhodium moved to compel arbitration—as required under the contracts—and the Texas state court agreed, granting Rhodium's motion. Whinstone then sought a petition for writ of mandamus, which the Third Court of Appeals of Texas denied on November 22, 2023.

46. Unwilling to accept this result, late in the evening on November 27, 2023, Riot took the law in its own hands. Riot directed Whinstone to shut off Rhodium's power supply completely and deployed their armed security to escort Rhodium employees off the premises. The same day, Whinstone sent a "Notice of Termination" purporting to "terminate" the Profit Share Agreements "effective immediately" (the "November 27, 2023, Termination Notice").

47. The November 2023 unlawful shutdown posed an existential threat to Rhodium. Without power, Rhodium would collapse. Accordingly, it sought and obtained a temporary

[5] Rhodium incorporates by reference all other filings, pleadings, motions, and transcripts from this bankruptcy proceeding.

restraining order and temporary injunction requiring Whinstone to restore power to Rhodium's operations at Rockdale immediately.[6]

48. But Riot and Whinstone were undaunted. Less than two months later, on January 12, 2024, Whinstone *again* shut off all of Rhodium's power in Building C, which houses 80% of Rhodium's operations at Rockdale. Whinstone's pretextual excuse for this shutdown was a minor accident that had resulted in a modest leak of an innocuous coolant liquid similar to mineral oil. That night, a Riot attorney emailed Rhodium a "Notice of Suspension," falsely characterizing this incident as "catastrophic" and posing an imminent safety risk.

49. Yet again, Rhodium was forced to seek emergency relief. Rhodium initially sought relief in Milam County, but the district court determined that the matter should be addressed in the arbitration proceedings that Rhodium had commenced. Nonetheless, the district court was clear that it "t[ook] a dim view of Whinstone's cutting power to Rhodium's entire operation for what appears to be a de minimis incident." The district court warned that "[t]his action could come back to haunt Whinstone." Ex. A at 1.

50. Ultimately, an emergency arbitrator agreed. On March 7, 2024, after a two-day evidentiary hearing, the emergency arbitrator ordered Whinstone to restore Rhodium's power (again). Ex. J.

51. Whinstone restored power the next day, but the damage was already done. All told, the eight-week shutdown cost Rhodium approximately 158 lost bitcoin.

---

[6] On March 27, 2024, the Third Court of Appeals of Texas issued an opinion dissolving the district court's injunction purely based on the finding that the injunction lacked the requisite specificity under Texas procedural rules. The Third Court did not disturb any of the district court's underlying factual or legal conclusions regarding the need for injunctive relief against the November 27, 2023, Termination Notice. Before the Third Court's mandate issued, an arbitrator independently enjoined Whinstone from acting on the notice of termination.

52. Riot and Whinstone still refused to abide by the contracts. In April 2024, Whinstone sent Rhodium yet another purported "Omnibus Notice of Termination" directed at Rhodium JV, Rhodium 30MW, Jordan HPC, and Air HPC, reasserting the purported effectiveness of the November 27, 2023, Termination Notice and purporting to terminate all of the Power Agreements and Profit Share Agreements.

53. Rhodium had no choice but to obtain additional interim relief for a third time. And for the third time, Rhodium prevailed. On June 4, 2024, the arbitrator, former Texas Supreme Court Justice Harriet O'Neill, formally enjoined Whinstone from taking any action on any of its notices of termination or its Notice of Suspension. Yet again, Whinstone lost.

II. Whinstone files another frivolous lawsuit in Tarrant County, Texas.

54. And yet again, it continued to attack. On July 19, 2024, Whinstone filed an action in the District Court of Tarrant County, Texas, against Imperium Investment Holdings LLC, Rhodium Enterprises Inc., Rhodium Technologies LLC, Rhodium Renewables, and current and former Rhodium principals Nathan Nichols, Chase Blackmon, Cameron Blackmon, and Nicholas Cerasuolo. *See Whinstone US, Inc. v. Imperium Investment Holdings LLC, Nathan Nichols, Chase Blackmon, Cameron Blackmon, Nicholas Cerasuolo, Rhodium Enterprises, Inc., Rhodium Technologies, LLC, and Rhodium Renewables, LLC*, Cause No. 153-354718-24 (the "Tarrant County Litigation").

55. The allegations in the Tarrant County Litigation were essentially identical to Whinstone's previous allegations in the Milam County suit, which was sent to arbitration. Both cases concerned the same meritless claims that Whinstone was entitled to a share of the profits of all of the operating subsidiaries, including the money that went to outside investors. The only differences were that the Tarrant County case: (1) dressed up these same meritless claims as fraud,

conspiracy, and violations of Texas securities laws; and (2) named as defendants Rhodium Renewables, two other Rhodium entities, and Rhodium's founders and officers.

56. Whinstone and Riot had an ulterior motive for filing this frivolous lawsuit. Rhodium Renewables operated Rhodium's facility in Temple, Texas, and had negotiated and signed a Term Sheet with an interested buyer to purchase this facility for $105 million and was negotiating a purchase and sale agreement for that amount. Whinstone and Riot wanted to kill that deal to further cripple Rhodium, which would have received a cash-infusion, staved off bankruptcy, and been able to defend itself against Whinstone and Riot.

57. Riot knew about the deal because Riot itself had expressed interest in acquiring Temple and received access to sensitive information about the timing of the sale. Rhodium's bankers were in contact with Riot, actively negotiating a potential sale, immediately prior to Whinstone filing the lawsuit.

58. By naming Rhodium Renewables as a defendant, Whinstone intentionally thwarted this sale. The impropriety of naming Rhodium Renewables as a defendant was clear from the face of Whinstone's own petition. The alleged fraud, conspiracy, and securities violations were based upon events in December 2020. Yet, as the petition itself acknowledged, Rhodium Renewables did not exist at that time and was not formed until March 17, 2021.

59. Rhodium asked Whinstone to dismiss Rhodium Renewables from the lawsuit, but Whinstone refused. Only after this bankruptcy proceeding began and the Temple sale fell through did Whinstone seek to dismiss Rhodium Renewables from the Tarrant County Litigation. It then made an offer to buy Temple itself.

III. Rhodium enters Chapter 11 bankruptcy and moves to assume the Whinstone contracts.

60. Because of Riot and Whinstone's nefarious actions, Rhodium filed for bankruptcy. The loss of the 100MW in Building D cost Rhodium over $150 million. In addition, Whinstone failed to pay Rhodium tens of millions of dollars in energy credits, undermined Rhodium's mining efforts by failing to provide water, and caused millions more in damages by curtailing and then shutting down completely Rhodium's power. And Whinstone's intentional blocking of Rhodium Renewables' Temple sale cost that entity over $50 million.

61. Accordingly, on August 24, 2024, Rhodium Encore, Jordan HPC, Rhodium JV, Rhodium 2.0, Rhodium 10MW, and Rhodium 30MW filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code. ECF 1. Concurrently, Rhodium filed a Motion to Assume the 26 executory contracts with Whinstone. ECF 7 (the "Motion to Assume"). A few days later, on August 29, 2024, Rhodium Enterprises, Rhodium Technologies, Rhodium Renewables, Air HPC, Rhodium Shared Services, Rhodium Ready Ventures, Rhodium Industries, Rhodium Encore Sub, Jordan HPC Sub, Rhodium 2.0 Sub, Rhodium 10MW Sub, Rhodium 30MW Sub, and Rhodium Renewables Sub also filed for relief under chapter 11 of the Bankruptcy Code. ECF 31. Rhodium filed a Supplemental Motion to Assume joining all debtors to the Motion to Assume the 26 executory contracts with Whinstone. ECF 32.

62. After these chapter 11 cases began, Riot and Whinstone continued to engage in abusive litigation tactics. Attempting to avoid this Court's jurisdiction, Whinstone opposed the removal of the Tarrant County Litigation to federal court. Whinstone also baselessly threatened Rhodium's attorneys (including an associate who did not even sign the complained-of filing) with sanctions. Once again, Whinstone failed to persuade a neutral decisionmaker. The U.S. District

Court for the Northern District of Texas rejected Whinstone's motion to remand and then transferred the case to this Court.

IV. This Court holds a hearing on Phase I of the Motion to Assume and finds that Whinstone did not validly terminate any contracts between the parties.

63. On November 12-15, 2024, this Court held a hearing on Rhodium's Motion to Assume. Over the course of four days, this Court saw evidence and heard testimony from both sides.

64. This Court agreed with Rhodium. ECF 579. The Court's decision, which has preclusive effect and is law of the case, was clear: the Power Agreements remain in force, and Rhodium has correctly calculated the profit it owes to Whinstone.

AGENCY, VEIL PIERCING, AND ALTER EGO

65. Rhodium repeats and incorporates by reference all preceding paragraphs.

66. Whinstone was not acting alone. It is abundantly clear that—throughout this dispute—Whinstone acts and has acted as Riot's agent and/or alter ego.

67. Riot has made no secret of the fact that it seeks to kick Rhodium out of the Rockdale facility so that it can use the facility for its own mining operations. *Supra* ¶ 38. Indeed, Riot has publicly stated its intent to take over Rhodium's mining operations at Rockdale for its own mining operations. *Id*. And it is using Whinstone to do so.[7]

68. As Whinstone itself has admitted, it is entirely controlled by Riot. During depositions in Phase I proceedings, Riot's own Vice President of Operations, Kevin Haugen,

[7] Rhodium is not the only bitcoin mining operation that Riot and Whinstone have tried to bully out of existence. Riot successfully terminated Whinstone's hosting agreements with two other mining companies—SBI Crypto and GMO—and kicked those companies out of Rockdale, taking over their mining space for Riot's own use. Both companies have sued Whinstone for damages totaling ***more than half a billion dollars***. Riot Platforms, Inc., Quarterly Report (Form 10-Q) 20 (Sept. 30, 2023), https://perma.cc/8XHC-GE82.

conceded that Riot manages Whinstone's day-to-day power operations, including whether Whinstone curtails power or participates in ancillary services or when Whinstone uses or does not use power. Riot owns all miners that are currently operating in the other buildings at Rockdale, and it is Riot employees who manage Whinstone's day-to-day operations at Rockdale. In Riot's financial presentations, Riot claims that any power credits due to Whinstone are power credits to Riot, and Riot publicly states that Riot is the one who decides when to sell power back to the ERCOT market in exchange for credits. Riot also publicly claims Whinstone's agreements as Riot's own derivative assets. *See* Riot Platforms, Inc., Quarterly Report (Form 10-Q) 34 (July 31, 2024), https://perma.cc/SZX5-729C. It is abundantly clear from Riot's own public statements that Whinstone is a mere pass-through entity to effectuate Riot's own operations at Rockdale. *See* Riot Platforms, Inc., Form 10-K at 33 (Dec. 31, 2023), https://perma.cc/VX8Y-5BSQ (referring to "our Rockdale Facility," "our Data Center Hosting services" at Rockdale, "our miners" at Rockdale, "our Bitcoin Mining Operations" at Rockdale).

69. There is also evidence that Whinstone is undercapitalized. Riot has publicly admitted that the hosting revenue at Rockdale has been "historically" "less than" the costs to provide such services. Riot Platforms, Inc., Quarterly Report (Form 10-Q) 33 (Sept. 30, 2023), https://perma.cc/8XHC-GE82.

70. In addition, Riot and Whinstone's officers substantially overlap. In the Phase I proceedings on the Motion to Assume, all of the people on Whinstone's witness list, except for Chad Harris, were Riot employees. These individuals are listed on Riot's website as part of Riot's "Management Team," and all have Riot email addresses. *See* David Schatz, Jeffrey McGonegal, Heath Davidson, Management Team, Riot Platforms (last accessed Feb. 7, 2025), https://perma.cc/H2B7-PKN3. In fact, during the Phase I trial, Whinstone did not put up a single

witness who was purely a Whinstone employee. Additionally, during discovery on the Motion to Assume, Riot employees signed Whinstone's interrogatory responses, and Riot employees served as Whinstone's 30(b)(6) representatives.

71. There is no daylight between Whinstone and Riot employees. Whinstone employees use Riot email domains, and it is Riot—not Whinstone—that emails Rhodium asking for profit share payments. Riot's accounting firm—not Whinstone's—reviews revenue share calculations. And Whinstone's security personnel wear Riot uniforms and hardhats when onsite at Rockdale. When Whinstone sends invoices, it does so through Riot and under an address reflecting Riot's address in Castle Rock, Colorado.

72. Riot has been the ultimate decision-maker and has exerted complete dominion and control over Whinstone, its wholly owned subsidiary, to the point that Whinstone no longer has legal or independent significance of its own. Riot even admitted that it was Riot's own management—David Schatz, Ryan Werner, Jeff McGonegal, William Jackman, Alex Travis, and Patrick Wooding—who were involved in the decision to terminate Whinstone's agreements. Ex. K at 11-12. And it was a Riot lawyer who issued the January 12, 2024, Notice of Suspension. It is clear that Riot has been directing Whinstone, its wholly owned subsidiary, to perpetuate an illegal campaign to put a Riot competitor out of business, which Riot has publicly admitted is its goal. *Supra* ¶ 38. Accordingly, Riot has abused the corporate form by using its subsidiary to carry out unlawful acts, and it would be a manifest injustice not to hold Riot equally liable for its egregious conduct.

COUNT I

BREACH OF CONTRACT – BUILDING D AGREEMENT

(Rhodium JV against Whinstone and Riot)

73. Rhodium repeats and incorporates by reference all preceding paragraphs.

74. On January 7, 2021, Rhodium JV and Whinstone entered into a Hosting Agreement whereby Whinstone agreed to provide Rhodium JV with up to 100MW of power in Building D. Accordingly, based on this agreement, Rhodium created a new operating subsidiary called "Rhodium Building D LLC" and commenced plans to expand its operations to Building D.

75. Unbeknownst to Rhodium, around this same time, Riot was actively trying to acquire Whinstone in order to take all the power at Rockdale for Riot's own bitcoin mining operations. On or around April 8, 2021, Riot and Whinstone signed a deal for Riot to acquire 100% of Whinstone. The acquisition closed on or around May 26, 2021.

76. After Riot had acquired Whinstone, based upon information and belief, Riot told Whinstone to renege on its contractual obligations with Rhodium regarding Building D. Accordingly, on June 21, 2021, Whinstone's CEO, Chad Harris, sent Rhodium an email rescinding the Building D contract and reneging on all of Whinstone's contractual obligations to provide Rhodium an additional 100MW of power in Building D.

77. This breach was deliberate, intentional, reckless, and/or grossly negligent.

78. Whinstone is Riot's agent and alter ego. Riot is, accordingly, equally liable as Whinstone upon Count I.

COUNT II

BREACH OF CONTRACT – FAILURE TO PROVIDE ADEQUATE POWER
(Rhodium 30MW, Rhodium 2.0, Rhodium Encore, Rhodium 10MW, Jordan HPC against Whinstone and Riot)

79. Rhodium repeats and incorporates by reference all preceding paragraphs.

80. Whinstone repeatedly breached the Rhodium 30MW Power Agreement, the Operational 5MW Power Agreements, and the Jordan HPC Power Agreement by failing to provide power in an attempt to ruin Rhodium.

81. The Rhodium 30MW Power Agreement requires Whinstone to provide a constant supply of 30MW of power to Rhodium 30MW (except, under certain circumstances, the contract requires Whinstone to sell electricity and provide Rhodium 100% of the profits). *See supra* ¶ 28. The Operational 5MW Power Agreements similarly require Whinstone to provide a constant supply of power. *See id*.

82. The Jordan HPC Power Agreement requires Whinstone to provide a constant supply of 25MW of power to Jordan HPC, with power online at least 97% of the time. Whinstone has not met this up-time threshold.

83. Whinstone has on numerous occasions curtailed or shut down entirely Rhodium 30MW, Rhodium 2.0, Rhodium Encore, Rhodium 10MW, and Jordan HPC's electricity, in violation of the parties' agreements. For example, on November 27, 2023, and again on January 12, 2024, Whinstone unlawfully and without justification shut off Rhodium power at the Rockdale facility. On numerous other occasions, Whinstone curtailed Rhodium's full use of power without justification to either sell the power or use it for Riot and Whinstone's own benefit and very well may continue to do so.

84. To the extent power is fully curtailed, the Rhodium entities are unable to mine bitcoin, and when power is partially curtailed, the Rhodium entities mine less bitcoin. Whinstone's unlawful shutdowns also caused damage to Rhodium's equipment and machines.

85. Whinstone has acted deliberately, intentionally, recklessly, and/or with gross negligence in failing to meet the up-time requirements, improperly curtailing Rhodium's power, and terminating and/or suspending power.

86. Rhodium 30MW, Rhodium 2.0, Rhodium Encore, Rhodium 10MW, and Jordan HPC are entitled to damages equal to the amount of bitcoin they would have mined during each such occasion.

87. Whinstone is Riot's agent and alter ego. Riot entirely controls when and how energy is used at Rockdale. Riot is, accordingly, equally liable as Whinstone upon Count II.

COUNT III

BREACH OF CONTRACT – MISSING POWER SALES PROCEEDS & OVERCHARGES

(Rhodium 30MW, Rhodium 2.0, Rhodium Encore, Rhodium 10MW against Whinstone and Riot)

88. Rhodium repeats and incorporates by reference all preceding paragraphs.

89. Whinstone breached the Rhodium 30MW Power Agreement and the operational 5MW Power Agreements, and the Rhodium JV Profit Share Agreement provides no defense.

90. The Rhodium 30MW Power Agreement and operational 5MW Power Agreements require "Whinstone [to] sell electricity in lieu of providing electricity to [the Rhodium entity] if the ERCOT Market profitability exceeds the [sic] 250% of the contract price." Ex. B § 5.8 and Ex. C § 4.8. When Whinstone does so, it must distribute "100%" of the profits to the relevant Rhodium entity.

91. On numerous occasions after Rhodium 30MW, Rhodium 2.0, Rhodium Encore, and Rhodium 10MW began drawing power under their respective Power Agreements, Whinstone has sold their power on the ERCOT market. Additionally, Whinstone has unlawfully curtailed Rhodium's power and sold the power for Whinstone's and Riot's benefit.

92. On each such occasion when Whinstone sold or had contractually promised to sell power, Whinstone failed and refused to provide the profits of those energy sales to the relevant Rhodium entity.

93. Rhodium 30MW, Rhodium 2.0, Rhodium Encore, and Rhodium 10MW are entitled to damages equal to all profits they were entitled to receive from Whinstone's sale of their power into the ERCOT market.

94. Whinstone acted deliberately, intentionally, recklessly, and/or with gross negligence in failing to pay Rhodium the required 100% of profits Whinstone has received from ERCOT when it sells electricity into the market in lieu of providing the power to Rhodium.

95. Additionally, the Rhodium 30MW Power Agreement and the operational 5MW Power Agreements define the "Hosting Fee rate" as "the lesser of either (i) $0.01705 USD or (ii) the 'Pass Through Rate' as hereinafter defined." Ex. B § 3.11.2; Ex. C § 3.11.2. At times, the Pass Through Rate has been less than $0.01705 USD, yet Whinstone has failed to charge Rhodium this lesser Pass Through Rate in accordance with the terms of the parties' agreements.

96. Whinstone is Riot's agent and alter ego. Riot is, accordingly, equally liable as Whinstone upon Count III.

COUNT IV

BREACH OF CONTRACT – FAILURE TO PROVIDE ADEQUATE WATER

(Rhodium JV, Rhodium 30MW, Rhodium Encore, Rhodium 2.0, Jordan HPC, Rhodium 10MW, Rhodium Industries against Whinstone and Riot)

97. Rhodium repeats and incorporates by reference all preceding paragraphs.

98. Whinstone breached the Water Agreement, and Whinstone's purported termination of the Profit Share Agreements provides no defense.

99. The Water Agreement is a valid and binding contract between Rhodium Industries, Rhodium JV, Rhodium 30MW, Jordan HPC, Rhodium Encore, Rhodium 2.0, and Rhodium 10MW on one hand and Whinstone on the other.

100. These Rhodium entities performed all of their obligations under the Water Agreement. In particular, these Rhodium entities paid the Annual Water Reservation Fee (as

defined in the Water Agreement) as required by the Water Agreement until it became apparent that Whinstone unlawfully breached the Water Agreement and would not abide by its terms.

101. Under the Water Agreement, Whinstone was required to provide certain "water supply services" to these entities that were critical to the success of their bitcoin mining business. Specifically, Whinstone agreed to build the infrastructure and to provide a specified volume of water to Rhodium for use in its bitcoin mining operation.

102. Whinstone has not provided the services required under the Water Agreement. Despite numerous requests, Whinstone has never provided Rhodium with an adequate and viable water system to support Rhodium's immersion cooling systems in Building C. The only water Whinstone has provided Rhodium has been dirty and contaminated, damaging Rhodium's mining operations. On one occasion, Whinstone's deficient system pumped a dead fish into Rhodium's system.

103. Whinstone's failure to supply these water supply services was a breach of the Water Agreement.

104. This breach was deliberate, intentional, reckless, and/or grossly negligent. Whereas Whinstone built Riot a water-filtering system at Rockdale, it has refused to do the same for Rhodium and has never allowed Rhodium to build any filtration system despite Rhodium's multiple requests to do so.

105. As a result of Whinstone's breach, these Rhodium entities were unable to cool their bitcoin miners as effectively and efficiently as they would have if Whinstone had provided the water supply services. The inability to cool the bitcoin miners with the aid of the water supply services required Rhodium to downclock the miners (*i.e.*, run them less profitably). This not only

resulted in Rhodium drawing less power and thus mining less bitcoin, but it also meant that Whinstone and Riot were siphoning off Rhodium's power and benefiting themselves.

106. For the years 2022 and 2023, Whinstone's failure to provide water suitable for bitcoin mining caused Rhodium to lose at least 513 bitcoin it otherwise would have mined had Whinstone provided clean water.

107. For the year 2024, because the water quality was so poor and was damaging Rhodium's equipment, Rhodium had no choice but to turn off water to its operations in Building C and operate without water, resulting in Rhodium losing additional bitcoin.

108. Whinstone is Riot's agent and alter ego. Riot is, accordingly, equally liable as Whinstone upon Count IV.

COUNT V

BREACH OF CONTRACT – FAILURE TO ARBITRATE
(Rhodium JV, Rhodium Renewables, and Air HPC against Whinstone and Riot)

109. Rhodium repeats and incorporates by reference all preceding paragraphs.

110. On May 2, 2023, Whinstone breached the Rhodium JV Profit Share Agreement and Air HPC Profit Share Agreement by instituting litigation in Milam County, Texas, under those agreements despite those agreements requiring claims arising under those agreements to be instituted in arbitration.

111. Whinstone further breached the Rhodium JV Profit Share Agreement and Air HPC Profit Share Agreement by opposing Rhodium's motion to compel arbitration and filing a baseless petition for writ of mandamus in the Third Court of Appeals of Texas.

112. Additionally, around spring of 2024, Rhodium Renewables sought to sell its facility in Temple, Texas. Rhodium Renewables had a letter of intent from an interested buyer to buy the Temple facility for $105 million plus millions of dollars of other monetary benefits.

113. Knowing this and with a conscious desire to prevent Rhodium Renewables from entering into this agreement to sell the Temple, Texas, site on July 19, 2024, Whinstone filed a frivolous lawsuit in Tarrant County, Texas, naming Rhodium Renewables and Rhodium's founders and officers as defendants.

114. Whinstone breached the Rhodium JV Profit Share Agreement by instituting the Tarrant County Litigation despite the Rhodium JV Profit Share Agreement requiring claims arising under that agreement to be instituted in arbitration. Whinstone and Riot knew that this lawsuit should never have been filed and had no legal or factual basis, and they further knew that any such lawsuit should have been instituted in arbitration.

115. As a direct result of Rhodium Renewables being named a defendant in the Tarrant County Litigation, Rhodium Renewables was unable to complete its sale of its facility in Temple.

116. Riot and Whinstone's actions, including blocking the sale of Temple, foreseeably forced Rhodium into bankruptcy.

117. Whinstone has acted deliberately, intentionally, recklessly, and/or with gross negligence in initiating the Milam County lawsuit and the Tarrant County Litigation despite the arbitration clauses in those Profit Share Agreements.

118. Whinstone is Riot's alter ego. Riot is, accordingly, equally liable as Whinstone upon Count V.

COUNT VI

TORTIOUS INTERFERENCE WITH A PROSPECTIVE BUSINESS RELATIONSHIP

(Rhodium Renewables against Whinstone and Riot)

119. Rhodium repeats and incorporates by reference all preceding paragraphs.

120. On July 19, 2024, Whinstone and Riot instituted frivolous litigation against Rhodium Renewables in Tarrant County, Texas. At the same time, Rhodium Renewables was

actively contemplating a sale of its Temple, Texas, facility. Whinstone and Riot had no legal or factual basis to name Rhodium Renewables as a defendant because it did not even exist at the time of the relevant allegations in the Tarrant County Litigation. Absent Whinstone and Riot naming Rhodium Renewables as a defendant in Tarrant County, Rhodium would have entered into a sale of the Temple, Texas, facility.

121. Whinstone and Riot's action in instituting the frivolous Tarrant County Litigation and naming Rhodium Renewables as a defendant was further actionable under the recognized tort of malicious prosecution. Whinstone, at Riot's direction, instituted civil proceedings against Rhodium Renewables with pure malice and no basis for naming Rhodium Renewables as a defendant in the Tarrant County Litigation.

122. Riot and Whinstone's deliberate and bad faith Tarrant County Litigation foreseeably caused Rhodium to lose out on the Temple sale, resulted in Rhodium losing value to its business, and ultimately forced Rhodium into bankruptcy. Riot and Whinstone named Rhodium Renewables with no other purpose other than to prevent the sale of Temple. Because of Riot and Whinstone's actions, Rhodium lost out on the sale, suffered damages, and entered into bankruptcy.

123. Riot is directly liable for its actions in directing Whinstone to proceed with filing a frivolous lawsuit in Tarrant County. Alternatively, Whinstone is Riot's agent and alter ego. Riot is, accordingly, equally liable as Whinstone upon Count VI.

COUNT VII TORTIOUS INTERFERENCE WITH CONTRACTS
(Rhodium JV, Rhodium 30MW, Rhodium 2.0, Rhodium Encore, Rhodium 10MW, Jordan HPC against Riot)

124. Rhodium repeats and incorporates by reference all preceding paragraphs.

125. Prior to Riot's acquisition of Whinstone, Rhodium had valid and enforceable Power Agreements in place with Whinstone.

126. Riot sought that power for itself to the detriment of Rhodium and other bitcoin mining operations at Rockdale.

127. Riot did not intend to serve those customers or continue Whinstone's data-servicing business. Rather, Riot acquired Whinstone with the intent of taking power it knew belonged to Rhodium and other customers at Rockdale for itself.

128. Riot tortiously interfered with Whinstone's contracts with disregard to Whinstone's best interests. Whinstone is a hosting company and does not mine bitcoin. Riot's sole motivation for destroying Whinstone's hosting agreements was to benefit Riot so that Riot could take the power at Rockdale.

129. Riot's actions directly injured Rhodium. As a result of Riot's interference, Rhodium lost a valuable 100MW contract with Whinstone. Additionally, Riot's longstanding campaign to unlawfully cancel Whinstone's power contracts with Rhodium have injured Rhodium's business, has forced Rhodium to expend significant legal fees, and has forced Rhodium into bankruptcy.

APPLICATION FOR PERMANENT INJUNCTIVE RELIEF
(Channeling Injunction)

130. Rhodium repeats and incorporates by reference all preceding paragraphs.

131. Rhodium requests entry of a permanent injunction to: (1) prohibit Whinstone from acting upon any of its previous pretextual termination notices and notices of suspension and (2) require Whinstone to seek permission from this Court before issuing or acting upon any future attempt to terminate the contracts or suspend its performance thereunder.

132. Rhodium meets all four elements required for permanent injunctive relief. *See eBay Inc. v. MercExchange, LLC*, 547 U.S. 388, 391 (2006) (a party seeking injunctive relief "must demonstrate: (1) that it has suffered an irreparable injury; (2) that remedies available at law, such as monetary damages, are inadequate to compensate for that injury; (3) that, considering the

balance of hardships between the plaintiff and defendant, a remedy in equity is warranted; and (4) that the public interest would not be disserved by a permanent injunction.").

a. ***First***, Rhodium has suffered and continues to face irreparable injury. Whinstone's long-lasting campaign to put Rhodium out of business has done irreparable damage to Rhodium and its directors' and officers' reputations, has lost Rhodium business deals, and has forced Rhodium into bankruptcy, necessitating Rhodium to pay millions of dollars in unrecoverable legal fees.

b. ***Second***, monetary damages are inadequate to wholly compensate Rhodium for the injuries Whinstone has caused and will cause. Rhodium cannot fully recover for harm done to its business reputation, lost business opportunities, and unrecoverable costs from bankruptcy proceedings.

c. ***Third***, the balance of interests favors Rhodium. Whinstone has a demonstrated pattern of engaging in unlawful terminations and self-help to shut down Rhodium's custom-built operations at Rockdale. Whinstone shut down power to Rhodium's operations in Building C in January 2024 without a lawful basis, even though Whinstone was at that time subject to an injunction entered by the Milam County District Court. It is only a matter of time before Whinstone resorts to this behavior again and invents some future pretextual and meritless reason to terminate the agreements and force Rhodium out of Rockdale. It cannot be trusted to abide by this Court's definitive ruling on the Motion to Assume. Rhodium's contracts with Whinstone and Rhodium's operations at Rockdale are Rhodium's lifeblood.

Without an injunction ensuring Rhodium's continued operations, Rhodium will always live with a tangible threat that Whinstone will shut off power at a moment's notice. Whinstone will not be harmed by injunctive relief requiring them to continue to abide by the valid and enforceable contracts the parties have been operating under for the previous four years. Injunctive relief will merely prevent Whinstone from engaging in the type of unlawful and predatory conduct Whinstone has subjected Rhodium to for years.

d. ***Fourth***, the public interest favors an injunction. Injunctive relief will ensure that Rhodium can continue its operations at Rockdale without the constant threat of termination. This would allow Rhodium to continue employing its highly skilled workforce in Rockdale, Texas, ensure that these bankruptcy proceedings continue without disruption, and that a valuable company continues its bitcoin mining operations.

133. Additionally, Rhodium will succeed on the merits. Whinstone repeatedly issued unlawful termination notices to Rhodium in clear breach of the parties' agreements. Whinstone has spent years engaging in bad faith litigation to push Rhodium out of the Rockdale site based upon pretextual arguments that had no merit and that this Court has now definitively rejected with preclusive effect. Whinstone's parent company, Riot, has made no secret of its intention to get rid of Rhodium. On two occasions, Whinstone has gone so far as to shut down Rhodium's operations, which has cost Rhodium millions of dollars in lost revenue and legal fees. Whinstone lost every time it has tried to kick Rhodium out of Rockdale, and Rhodium will succeed in vindicating its rights for Whinstone's myriad breaches of contracts and other tortious and unlawful conduct.

PRAYER FOR RELIEF

WHEREFORE, Rhodium respectfully requests that the Court:

a. Enter judgment in favor of Plaintiffs on each of their claims;

b. Declare that Whinstone breached the Building D Agreement by unlawfully terminating the agreement without cause, and that Riot is vicariously liable for this breach;

c. Declare that Whinstone breached the Rhodium 30MW Power Agreement, the operational 5MW Power Agreements, and the Jordan HPC Power Agreement by unlawfully curtailing and/or shutting off entirely Rhodium's power on numerous occasions, and that Riot is vicariously liable for this breach;

d. Declare that Whinstone breached the Rhodium 30MW Power Agreement and the operational 5MW Power Agreement by failing to pay Rhodium 100% of the profits from the sale of electricity and/or by failing to charge Rhodium the correct Hosting Fee rate, and that Riot is vicariously liable for this breach;

e. Declare that Whinstone has breached the Water Agreement by failing to provide Rhodium adequate water to support bitcoin mining operations, and that Riot is vicariously liable for this breach;

f. Declare that Whinstone breached the Rhodium JV Profit Share Agreement and the Air HPC Profit Share Agreement by filing suit in Milam County, opposing Rhodium's motion to compel arbitration filing a baseless petition for writ of mandamus in the Texas Third Court of Appeals, and by instituting the Tarrant County Litigation, and that Riot is vicariously liable for these breaches;

g. Declare that Whinstone tortiously interfered with Rhodium's prospective business relationship by filing a frivolous lawsuit in Tarrant County, Texas, that prevented the sale of Rhodium's Temple, Texas, facility, and resulted in Rhodium Renewables' bankruptcy, and that Riot is vicariously liable for this tortious interference;

h. Declare that Riot tortiously interfered with Rhodium's contracts with Whinstone by acquiring Whinstone and by then directing Whinstone to baselessly terminate those contracts;

i. Award Rhodium money damages for all of Whinstone's and Riot's unlawful conduct;

j. Award Rhodium exemplary damages;

k. Award Rhodium attorneys' fees and costs incurred in litigating each and every aspect of the parties' dispute;

l. Award Rhodium pre- and post-judgment interest;

m. Award Rhodium a permanent injunction prohibiting Whinstone and Riot from acting upon any termination notices and notices of suspension and requiring Whinstone and Riot to seek permission from this Court before issuing or acting upon any future termination or suspension;

n. Award all other relief, general or special, either at law or in equity, to which Rhodium may justly be entitled, including emergency relief and interim relief as warranted, injunctive relief, and sanctions.

Respectfully submitted this 11th day of February, 2025.

QUINN EMANUEL URQUHART & SULLIVAN, LLP

/s/ Patricia B. Tomasco
Patricia B. Tomasco (SBN 01797600)
Cameron Kelly (SBN 24120936)
Alain Jaquet (*pro hac vice)*
700 Louisiana Street, Suite 3900
Houston, Texas 77002
Telephone: 713-221-7000
Facsimile: 713-221-7100
Email: pattytomasco@quinnemanuel.com
Email: cameronkelly@quinnemanuel.com
Email: alainjaquet@quinnemanuel.com

Eric Winston (*pro hac vice*)
Razmig Izakelian (*pro hac vice)*
865 S. Figueroa Street, 10th Floor
Los Angeles, California 90017
Telephone: 213-443-3000
Email: ericwinston@quinnemanuel.com
Email: razmigizakelian@quinnemanuel.com

- and -

STRIS & MAHER LLP

Peter K. Stris (*pro hac vice*)
Victor O'Connell (*pro hac vice*)
John Stokes (*pro hac vice*)
Peter Brody (*pro hac vice*)
Helen Marsh *(pro hac vice)*
777 S. Figueroa Street, Suite 3850
Los Angeles, California 90017
Phone: (213) 995-6800
Email: pstris@stris.com
Email: voconnell@stris.com
Email: jstokes@stris.com
Email: pbrody@stris.com
Email: hmarsh@stris.com

Bridget C. Asay *(pro hac vice)*
15 E State Street, Suite 2
Montpelier, VT 05602
Phone: (802) 858-4285
Email: basay@stris.com

Colleen R. Smith (*pro hac vice*)
1717 K St NW Suite 900
Washington, DC 20006
Phone: (202) 800-5749
Email: cmith@stris.com

- and -

LEHOTSKY KELLER COHN LLP

William T. Thompson (*pro hac vice*)
Todd Disher (*pro hac vice*)
Alexis Swartz (*pro hac vice*)
will@lkcfirm.com
Email: todd@lkcfirm.com
Email: alexis@lkcfirm.com
408 W. 11th Street, 5th Floor
Austin, TX 78701

Counsel to the Debtors and Debtors-In-Possession

EXHIBIT A

From: Patricia Torres
To: John Stokes; Will Thompson; Slovak, Rob; Craig Brown
Subject: RE: CV41873 Whinstone vs Rhodium
Date: Thursday, January 25, 2024 9:34:44 AM
Attachments: image001.png
image002.png

[External Email]
Counsel:

In light of Whinstone's pending appeal in the 3rd Court of Appeals regarding this Court's temporary injunction order, it would be in the interest of judicial economy to hold off on tomorrow's hearing until we have an answer from the 3rd.

Further, Whinstone has tendered substantial authority indicating that while the interlocutory appeal is pending, the 3rd Court of Appeals has exclusive jurisdiction over anything pertaining to the temporary injunction. As such, it would appear that Rhodium needs to take this emergency action up with them.

That said, this Court takes a dim view of Whinstone's cutting power to Rhodium's entire operation for what appears to be a deminimis incident. This action could come back to haunt Whinstone…I strongly suggest they turn the power back on pending the 3rd's ruling.

Again, tomorrow's hearing is cancelled.

Thank you all,

Judge Youngblood

Patricia Torres
Court Coordinator
20th District Court
(254) 697-7010

From: Patricia Torres
Sent: Thursday, January 25, 2024 10:24 AM
To: John Stokes <JStokes@stris.com>; Will Thompson <will@lkcfirm.com>; Slovak, Rob <rslovak@foley.com>; Craig Brown <Craig@craigbrownlaw.com>
Subject: RE: CV41873 Whinstone vs Rhodium

Ok so Judge is canceling tomorrow hearing and he will be sending you a letter when he gets done with court today

Patricia Torres
Court Coordinator
th

20 District Court
(254) 697-7010

From: Patricia Torres
Sent: Tuesday, January 23, 2024 2:17 PM
To: John Stokes <JStokes@stris.com>; Will Thompson <will@lkcfirm.com>; Slovak, Rob <rslovak@foley.com>; Craig Brown <Craig@craigbrownlaw.com>
Subject: RE: CV41873 Whinstone vs Rhodium

So judge has decide to set this case for January 26@10:30 for 1 hour and this will be in person please let everyone know about the hearing

Patricia Torres
Court Coordinator
20th District Court
(254) 697-7010

From: Patricia Torres
Sent: Tuesday, January 23, 2024 8:35 AM
To: John Stokes <JStokes@stris.com>; Will Thompson <will@lkcfirm.com>; Slovak, Rob <rslovak@foley.com>; Craig Brown <Craig@craigbrownlaw.com>
Subject: RE: CV41873 Whinstone vs Rhodium

So judge has set this case for January 26@10:30 for 1 hour and this will be in person

Patricia Torres
Court Coordinator
20th District Court
(254) 697-7010

From: John Stokes <JStokes@stris.com>
Sent: Friday, January 19, 2024 12:43 PM
To: Patricia Torres <ptorres@milamcounty.net>; Will Thompson <will@lkcfirm.com>; Slovak, Rob <rslovak@foley.com>; Craig Brown <Craig@craigbrownlaw.com>
Subject: RE: CV41873 Whinstone vs Rhodium

Dear Ms. Torres,

Thanks for your email. For the reasons explained in Rhodium's motion, Rhodium believes this matter is urgent and would ask that the Court set the hearing for next week. Rhodium's first choice would be January 24 at 9:00. Rhodium will make itself available at the Court's convenience and is available on all of the dates you provided.

Thank you,
John

John Stokes

Partner
Stris & Maher LLP
777 S Figueroa St, Ste 3850
Los Angeles, CA 90017

Direct: 213 995 6813

From: Patricia Torres <ptorres@milamcounty.net>
Sent: Friday, January 19, 2024 10:01 AM
To: Will Thompson <will@lkcfirm.com>; John Stokes <JStokes@stris.com>; Slovak, Rob <rslovak@foley.com>; Craig Brown <Craig@craigbrownlaw.com>
Subject: CV41873 Whinstone vs Rhodium

[External Email]

Judge said you will need a hearing on the Motion so for a 1 hearing these are the dates available
January 23@9:00
January 24@9:00
February 12@9:00
Please let me know what date works for you

Patricia Torres
Court Coordinator
20th District Court
(254) 697-7010

This e-mail message may contain information that is privileged, confidential, or otherwise exempt from disclosure. If you are not an intended recipient, you may not use, copy, or distribute this

message or any information contained in this message. If you have received this e-mail in error, please notify us immediately by e-mail and delete all copies of the message and any attachments.

EXHIBIT B

(6.30.20 FINAL EXECUTABLE)

New Hosting Service Agreement

THIS AGREEMENT (defined below) shall be effective upon the date of receipt of the electronic signature by Whinstone US, Inc.

BY AND BETWEEN

Whinstone US, Inc., a company having its registered office located at 2721 Charles Martin Hall Road, Rockdale, Texas 76567("**Whinstone**")

AND

Rhodium 30mw LLC of 7546 Pebble Drive, Fort Worth, Texas 76118, (the "**Customer**").

Whinstone and the Customer are referred to individually as "**Party**" and collectively as

"**Parties**". WHEREAS

(A) Whinstone wishes to provide electrical power at its site under the terms and conditions contained in this New Hosting Service Agreement entered into by and between the Parties as of the seal or signature date of both Parties with a Ready For Use ("**RFU**") Date of September 30, 2020; and

(B) The Customer desires to utilize Whinstone's services and intends operate 30 MW of Miners and immersible equipment on Whinstone's property in Rockdale, Texas.

NOW THEREFORE, the parties hereby agree as follows:

1. DEFINITIONS

1.1. In this Agreement the following words and expressions shall have the meanings set out below. Additional terms may be defined in the context of particular provisions of this Agreement:

"**Agreement**" means these terms and conditions, any orders placed under them, and any amendments or additions or replacements to any of the aforementioned;

"**AUP**" or "**Acceptable Usage Policy**" means Whinstone Acceptable Usage Policy from time to time which, at the date of this Agreement, is set out in a Schedule to this Agreement;

"**Advanced Remote Hands Service**" means repair and maintenance services that require taking Customer Equipment off rack as detailed in Clause 2.4 below;

"**Background IP**" shall have the meaning set out in Clause 6.5 below;

"**Basic Remote Hands Service**" means repair and maintenance services performed without taking Customer Equipment off rack as detailed in Clause 2.3 below;

"**Business Day**" means a day which is not a Saturday, Sunday or a public holiday in the United States;

Doc ID: 253747e5d995ac9a4a792b970f6a26383444552d

"**Capital Expenditure**" shall have the meaning ascribed to that term in Clause 3.14 below.

"**Confidential Information**" means the terms of this Agreement and all information whether in written or any other form which has been or may be disclosed in the course of the discussions leading up to the entering into or performance of this Agreement and which is identified as confidential or is clearly by its nature confidential including information relating to this Agreement or the Services, data used or generated in the provision of the Services, or any of Customer's products, operations, processes, plans or intentions, know- how, trade secrets, market opportunities, customers and business affairs;

"**Customer Equipment**" means the Customer's Miners and other Customer equipment installed in the Licensed Area;

"**Data Center**" means the Whinstone leased site located at the former Alcoa Rockdale Energy Sandow Mine facility in Rockdale, Texas;

"**Data Center Rules**" means the rules applying to the Customer's use of the Data Center;

"**Data Protection Laws**" means the laws and regulations governing the use of personal data;

"**Defaulting Party**" shall have the meaning set out in Clause 13.2 below;

"**Developed IP**" shall have the meaning set out in Clause 6.5 below;

"**Extended Term**" shall have the meaning set out in Clause 13.1 below;

"**Force Majeure**" means any event beyond the reasonable control of either or both of the parties including but without limitation to war, civil war, armed conflict or acts of terrorism or a public enemy or other catastrophes, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule or regulation or direction coming into force after the date of this Agreement, epidemics, pressure waves caused by devices traveling at supersonic speeds, nuclear accident, and acts of God and strikes, slowdowns, lockouts or other labor stoppages excluding employee(s) of Whinstone affecting third parties which in each case causes either party to be unable to comply with all or a material part of its obligations under this Agreement;

"**Hosting Service**" means service providing electrical power and ventilation to the Customer Equipment as detailed in Clause 2.2 below;

"**Initial Term**" shall have the meaning set out in Clause 14.1 below;

"**Intellectual Property**" means all intellectual property, including patents, utility models, trade and service marks, trade names, domain names, rights in designs, copyrights, moral rights, topography rights, rights in databases, trade secrets and know-how, in all cases whether or not registered or registrable and including registrations and applications for registration of any of these and rights to apply for the same, rights to receive equitable remuneration in respect of any of these and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world;

"**IP Connection Service**" means the connection to the Customer Equipment permitting communication with the Internet as specified in the Service Details;

"**Licensed Area**" means the Building C where the Customer Equipment will be placed;

Doc ID: 253747e5d995ac9a4a792b970f6a26383444552d

RHOD-BK-00015339

"**Maintenance**" means any work carried out by Whinstone in order to upgrade, improve or maintain the Service including any modification, change, addition or replacement which does not detract from, reduce or impair the overall quality or performance of the Service;

"**Miners**" means cryptocurrency mining machines, which are part of the Customer Equipment, which connect using the IP Connection Service and send computation results to the Mining Pool.

"**Mining Pool**" is the pooling of resources by Miners, who share their processing power over a network, to split the reward equally, according to the amount of work they contributed to the probability of finding a block.

"**Services**" collectively means Hosting Service, Basic Remote Hands Service, and Advanced Remote Hands Service, with the Hosting Service and Basic Remote Hands Service provided as needed to the Customer;

"**Service Details**" means service details in the format provided by Whinstone pursuant to which the Customer may request Services;

"**Party**" means Whinstone and the Customer (as the case may be) and shall include their permitted assignees and "**Parties**" shall mean both of them;

"**Pass Through Rate**" shall have the meaning set out in Clause 3.11.2 below;

"**Personal Data**" shall have the meaning as defined under the Data Protection Laws;

"**PPM Agreement**" shall have the meaning set out in Clause 3.11.2 below;

"RFU Date" means the Ready For Use Date, which is the date Whinstone will fully provide the Customer the Services;

"**Representatives**" means, in relation to any party, its officers, employees and agents;

"**Scheduled Maintenance**" means Maintenance that is: (i) carried out between the hours of 12:00 am to 6:00 am; and (ii) notified to the Customer at least five (5) Business Days in advance;

"**Specified Power Draw**" shall have the meaning set out in Clause 3.13 below;

"**Whinstone Equipment**" means any equipment which is supplied by or on behalf of Whinstone to the Customer for the purpose of providing the Services and includes any equipment specified in Service Details; and

1.2. In the event of any conflict between any of the documents referred to in this Clause 1.2, they shall be given the following order of priority:

1.2.1. the terms of the relevant Service Details;

1.2.2. the terms set out in this Agreement; and

1.2.3. the terms set out in the AUP.

1.3. In the Agreement:

1.3.1. references to Clauses, paragraphs and subparagraphs are references to clauses,

Doc ID: 253747e5d995ac9a4a792b970f6a26383444552d

RHOD-BK-00015340

paragraphs, subparagraphs of or to this Agreement;

1.3.2. the headings contained in this Agreement are for convenience only and shall not influence the interpretation of this Agreement;

1.3.3. any reference to a statute, statutory provision, subordinate legislation, code or guideline ("legislation") is a reference to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation.

1.4. Whinstone and the Customer each represents and warrants to each other that it has the power to enter into, exercise its rights under and perform and comply with its obligations under this Agreement and all actions, conditions and things required to be taken, fulfilled and done by it to so enter into, exercise its rights under and perform and comply with its obligations under this Agreement and ensure that those obligations are valid, legally binding and enforceable have been taken, fulfilled and done.

2. SERVICE DESCRIPTION

2.1. Data Center Facilities

2.1.1. Whinstone will provide an installation environment for the Customer Equipment including, but not limited to, the Licensed Area in two buildings, rack systems, electricity supply (including PDU), transforming equipment, free air cooling (including evaporative cooling and single phase liquid cooling), smoke detection, IP Connection Service and physical security. Physical security includes 24-hour patrol, camera security, and a fence around the Licensed Area.

2.1.2. Whinstone shall grant the Customer, free of charge, escorted access to the property in Rockdale, TX for equipment inspections, installation, removal, additions, subtractions or physical maintenance by prior appointment.

2.1.3. With written prior consent of the Customer, Whinstone may relocate the Customer Equipment within the Data Center or to another facility operated by Whinstone provided that there are no changes to the terms of this Agreement. Any such relocation of the Customer Equipment will be carried out by Whinstone. Any costs incurred in relation to such relocation will be borne by Whinstone. The Customer shall reserve the right to inspect the new facility beforehand.

2.1.4. When the Customer visits the property in Rockdale, TX or accesses the Data Center network remotely the Customer shall at all times comply with the Data Center Rules that have been provided to the Customer in advance; provided, however, that the Customer shall only be obligated to comply with such Data Center Rules to the extent that they are reasonable. Whinstone shall provide the Customer a copy of the Data Center Rules and shall send a new copy if there are any changes made therein.

2.1.5. Whinstone represents and warrants that building or other permits, city inspection, or certification is not required with regard to providing services under this Agreement.

2.1.6. Whinstone represents and warrants that the Data Center has been certified by the Texas Comptroller of Public Accounts as, and is presently publicly registered with the Texas Comptroller as a "Qualifying Data Center" within the meaning of the Texas Tax Code Section 151.359 and the rules promulgated thereunder, and, as such, is entitled to claim an exemption from the Texas state sales tax for qualifying purchases. Whinstone covenants and agrees that the Data Center shall remain certified by and publicly registered with the Texas Comptroller as a "Qualifying Data Center" during and throughout the Initial Term.

Doc ID: 253747e5d995ac9a4a792b970f6a26383444552d

RHOD-BK-00015341

2.2. Overview of Hosting Service

Whinstone shall be responsible for the following:

2.2.1. License of the Licensed Area.

2.2.2. Provision of the cabling for a connection to the IP Connection Service by way of a CAT 5e Ethernet cable.

2.2.3. Escorted access by the Customer's employees to the Customer Equipment at any time from 10 am to 5 pm Monday through Friday.

2.2.4. Monitored alarm and security call out service.

2.2.5. Physical Security: The facility will be surrounded by fencing and monitored by security cameras. Whinstone shall implement access control policies to ensure non-authorized persons are not able to enter the facility. Armed personnel will be onsite at all times.

2.2.6. IT Security: Whinstone will install a firewall and implement an IT security policy to prevent unauthorized access physically or remotely, viruses and ransomware. However, the Customer shall have the right to install its own firewall and implement its own security policies in the place of or in addition to Whinstone as mutually agreed to by both parties.

2.2.7. Fire detection and alarm system.

2.2.8. Equipment parts storage and inventory management.

2.2.9. After the RFU Date, acceptance of delivery of the Customer Equipment between 10:00 am to 4:00 pm on Business Days, subject to two (2) Business Days' notice to Whinstone, to be stored prior to installation.

2.2.10. Whinstone will be solely responsible for handling any complaints from third parties with respect to the noise from the Customer Equipment and shall hold the Customer harmless from any responsibility or costs arising out of or in relation to such complaints.

2.2.11. Whinstone will install all Customer Equipment on the data center racks, provide power and internet connection within thirty days of RFU Date. Installation includes unpacking, assembly and installation, LAN cable and power connection, initial setting, and garbage disposal.

2.2.12. Whinstone will provide stable power supply to the Customer's equipment at 240V. The equipment's power consumption may be adjusted by following instructions from the manufacturer. Whinstone will comply with any request from the Customer to adjust the power consumption if the total power consumption of all Customer equipment does not exceed the Specified Power Draw, or fall below eighty percent (80%) of the Specified Power Draw, unless both Parties mutually agree to do so.

2.2.13. Whinstone will follow the Service Level Agreement in Clause 4 and make its best efforts to ensure:

i. Average air intake temperature into the Customer's Miners is not greater than 30 degrees Celsius by maintaining sufficient airflow, preventing mixing of cool and hot exhaust air from the equipment in the data center, and using evaporative cooling;

Doc ID: 253747e5d995ac9a4a792b970f6a26383444552d

RHOD-BK-00015342

ii. Filters are used in the air intake system of the data center facility, and the air inside the data center is free of dust, insects, corrosion, precipitation and condensation.

iii. Intake and exhaust fans are free of obstruction or debris.

2.2.14. Whinstone will label all the Customer Equipment, cables, replacement parts to track inventory, replacement parts, and to make Basic Remote Hand Service the most efficient.

i. Whinstone will reference Miners with a unique identifiable identification number when giving reports to the Customer;

ii. For equipment other than Miners which may not have a unique ID number, Whinstone will properly label and store the equipment separate from other customers in the data center.

2.2.15. Whinstone will provide monthly reports to the Customer. These reports shall contain a summary of monthly power draw as measured from power consumption meters and include appropriate billing owed to Whinstone by the Customer.

2.2.16. Whinstone will provide Basic Remote Hands Service at no extra charge as outlined in Clause 2.3.1 and will offer Advanced Remote Hands Service for additional cost as outlined in Clause 2.4.1.

2.2.17. Customers may inspect the site before shipping its equipment and supplies to bring the Customer's Miners online. Upon completion of the inspection, the Customer may reduce the Specified Power Draw cited in Clause 3.12.1 if the site does not meet Customer's expectations and reduce the Advanced Remote Hands Service fee by the same proportionate amount as the reduction of Specified Power Draw.

2.3. Basic Remote Hands Service

2.3.1. Basic Remote Hands Service is available twenty-four (24) hours a day, seven (7) days a week. Where requested by the Customer, Whinstone staff shall be available to perform the following tasks only on the instructions of the Customer in respect of the Customer Equipment:

i. Remote monitoring of equipment performance and status;

ii. Remote fault diagnosis;

iii. Pushing a button;

iv. Switching a toggle;

v. Power cycling (turning on/off) the Customer Equipment;

vi. Re-setting, rebooting the Customer Equipment;

vii. Securing cabling to connections

viii. Observing, describing and/or reporting to the Customer indicator lights or display information on machines or consoles;

ix. Cable organization;

x. Modifying basic cable layout, labelling and/or re-labelling of the Customer Equipment;

Doc ID: 253747e5d995ac9a4a792b970f6a26383444552d

RHOD-BK-00015343

xi. Cable patching;

xii. Checking alarms for faults; and/or

xiii. Inserting/removing discs or equivalent storage devices into/ from the Customer Equipment.

2.4. Advance Remote Hands Service

2.4.1. The following Advanced Remote Hands Services are not included in the Basic Remote Hands Service but may be provided by Whinstone to the Customer on a best effort basis. Unless explicitly expressed in Clause 2.3.1, in cases of ambiguity between Advanced Remote Hands Services and Basic Remote Hands Services, Advanced Remote Hands Services shall come into effect if the Customer Equipment must be taken off the rack:

i. Installing applications or software to the Customer Equipment;

ii. Uploading of data to the Customer Equipment;

iii. Configuring the Customer Equipment operating system;

iv. Configuring any software or applications on the Customer Equipment;

v. Customer Equipment component fault diagnosis;

vi. Software component fault diagnosis;

vii. Rectifying problems caused by the Customer Equipment or software;

viii. Rectifying problems caused by the Customer; or

ix. Any service whatsoever requiring the opening of the outer casing of any of the Customer Equipment.

2.4.2. Communication for Advance Remote Hands Service shall be done via email or Whinstone's ticketing system. Whinstone will follow the Service Level Agreement as well as the work schedule specified in Clause 4.

2.4.3. Advanced Remote Hands Service shall be provided by Whinstone to the Customer for a fixed monthly fee as detailed in Clause 3.12, separately from Hosting Fees which includes only the Basic Remote Hands Service.

3. CHARGES AND PAYMENTS

3.1. In consideration of the provision of the Services, the Customer shall pay charges in accordance with this Clause 3.

3.2. Whinstone shall issue a monthly invoice to the Customer no later than the tenth day of the following month containing all charges and fees for providing the Services under this contract, including the Hosting Fees prepayment under 3.11.2. The Customer shall pay the undisputed amounts of such invoice no later than the last day of the month in which the Customer receives it.

3.3. If the Customer requests Whinstone to provide any services other than contemplated in this Agreement, Whinstone shall be entitled to invoice the Customer for any and all changes to such services pursuant to the agreement between the parties.

Doc ID: 253747e5d995ac9a4a792b970f6a26383444552d

RHOD-BK-00015344

3.4. If either Party fails to pay any amount owed under this Agreement by the dates set forth herein:

3.4.1. The Party to receive payment shall be entitled but not obliged to charge the Customer interest at a rate of 5% per year on the overdue amount commencing 14 business days after the due date up to the date of actual payment.

3.4.2. Actual power consumption is measured at the end of each month, and a credit or debit is applied toward the next hosting fee prepayment invoice. If the credit or debit is not paid or applied on that invoice, the Party to receive payment shall be entitled but not obliged to charge the other Party interest 5% per year on the overdue amount commencing 14 business days after the due date of the invoice to the date of actual payment.

3.5. All charges and payments referred to in this Agreement are inclusive of sales tax (if applicable) and all similar taxes and duties payable in respect of such payments. To the extent that additional tax is properly chargeable to the Customer, the Customer shall pay at the time that the payment becomes due.

3.6. All amounts due under this Agreement shall be paid in accordance with all work performed and services provided. In the event that the Parties change the scope of the services, Whinstone and the Customer will agree on all billing changes and handle each credit or debit once there is a mutual agreed amount.

3.7. In the event of any failure by either Party to make full payment to the other Party of any and all amounts due pursuant to this Agreement, the Party owing payment shall be responsible for all costs and expenses which the other Party reasonably incurs in collecting such amounts.

3.8. The Parties may combine charges and invoices and offset any amounts owed to the other Party.

3.9. This Clause intentionally left blank.

3.10. Installation Fees

3.10.1. This Clause intentionally left blank.

3.10.2. Installation is considered complete when the Miner is seen remotely connecting to the Mining Pool and sending computation. In cases of faulty equipment, installation will be considered complete when Whinstone diagnoses the fault, sends a report to the Customer, and completes installation of alternative equipment.

3.10.3. This Clause intentionally left blank.

3.11. Hosting Fees

3.11.1. The Hosting Fees cover all services and items specified in this Agreement except for Advanced Remote Hands Service in Clause 3.12 and is calculated based on the power consumption of the Customer Equipment and shall not include Whinstone's own equipment (PUE) or the equipment of Whinstone's other customers.

3.11.2. The Hosting Fee rate is the lesser of either (i) $0.01705 USD or (ii) the "Pass Through Rate" as hereinafter defined. As used herein, the "**Pass Through Rate**" is defined as the lesser of either (i) the "Net Effective Rate" as that rate is defined and calculated in the Pro Forma Pricing Model attached as Attachment C to that certain Power Services Agreement entered into by and between Whinstone and Priority Power Management LLC on April 3, 2020 (the "**PPM Agreement**") or (ii) the exact price at which Whinstone is billed monthly for electricity provided to Customer per kilowatt-hour. The Hosting Fee

rate shall remain unchanged for 3 (three) consecutive years under any Extended Term under Clause 13.1. Whinstone will install power consumption meters at the transformers.

3.11.3. Whinstone, to the best of its knowledge, confirms that the "Pass Through Rate" is presently $14.74 per Megawatt Hour as shown in the Pro Forma Pricing Model attached as Attachment C to the PPM Agreement, a materially accurate copy of which is attached hereto as Exhibit "1". Customer understands that this rate is variable.

3.11.4. Hosting Fee rate = $17.05 per Megawatt Hour or lower depending on the "Pass Through Rate" for 3 years, with the option to renew for the remainder of the Initial Term at the same pre-agreed upon terms seen in 3.11.2, in one year increments. Whinstone will invoice an 30,000 kW upon deployment of the Customer Equipment. Whinstone will require the payment to be made fifteen days prior to powering the Licensed Area.

3.12. Advanced Remote Hands Service Fee

3.12.1. Whinstone will invoice the Customer a fixed monthly fee of $10,000.00 (USD) for the Advanced Remote Hands Services based on a scale of 7900 Miners. Whinstone will invoice Advanced Remote Hands Services together with the Hosting Fees and the applicable period for services rendered shall be the same month as the Hosting Fees unless otherwise specified. Notwithstanding the prior sentence, until all Specified Power Draw is provided, and all the Miners have been installed, Whinstone will invoice the Customer for Advanced Remote Hands Services based on the average number of installed Miners during the prior month. This fixed monthly fee will be credited towards Customer's power bill in the result that there is greater than or equal to eighty percent (80%) of the Specified Power Draw at the rate specified in Clause 3.11.1

3.12.2. Whinstone will adhere to all sections of the Service Level Agreement in Clause 4 as well as those specifically detailed for the Advanced Remote Hands Service.

3.12.3. In the likely result that the Advanced Remote Hands Service Fee is not necessary for Customer because they are monitoring their own systems with on-site staff, Customer will elect, in writing, that this service is no longer needed. Upon election and acceptance from Whinstone, this fixed monthly fee will be waived indefinitely.

3.13. Specified Power Draw

3.13.1. Whinstone will provide the Customer with at least 30,000 kW (30) MW of power available for the Services by September 30, 2020. As a minimum commitment, regardless of power consumption, the Customer shall pay for Hosting Fees for greater than or equal to eighty percent (80%) of the Specified Power Draw at the rate specified in Clause 3.11.1.

3.13.2. Customer and Whinstone agree, to the best of their ability, to be fair in negotiations and working to a mutually beneficial decision in the result of unforeseen circumstances.

For Purpose of Example and Reference, a cost of power calculation has been provided below based on $17.05/mWh ($0.01705/kWh), the "Hosting Fee rate"

30-day month: 30,000 kW * Hosting Fee * 24 hours * 30days = $368280.00
31-day month: 30,000kW * Hosting Fee * 24 hours * 31days = $380556.00

3.13.3. If Whinstone determines that the over-usage of power cannot be reasonably permitted, Whinstone reserves the right to require the Customer to remove or deactivate sufficient Customer Equipment to prevent such over-usage within 24 hours of notification, which will describe in detail the reasons for the removal or deactivation. Whinstone shall consult with the Customer in good faith before determining to remove or deactivate.

Doc ID: 253747e5d995ac9a4a792b970f6a26383444552d

RHOD-BK-00015346

3.14. Capital Expenditure. The Customer will pay to Whinstone the "Capital Expenditure" (as defined in the following sentence) in multiple payments, no one to exceed $2,000,000 each (for a total Capital Expenditure not to exceed $6,000,000). These payments shall be made on mutually agreed upon dates. The "**Capital Expenditure**" is defined as the lesser of either (i) the actual costs of construction and buildout of the infrastructure, building and power requirements of the Licensed Area or (ii) Six Million U.S. Dollars ($6,000,000.00 USD). At least thirty (30) days prior to the RFU date, Whinstone shall provide to Customer a full accounting of the actual costs of construction and buildout of the infrastructure, building and power requirements of the Licensed Area along with accurate receipts, bookkeeping, and proof of purchase for all invoices exceeding $5,000 per line item.

3.15. This Clause intentionally left blank.

3.16. Whinstone agrees that all costs of construction and buildout of the infrastructure, building and power requirements of the Licensed Area greater than $6,000,000 will be at the sole cost and expense of Whinstone. Whinstone agrees that, in the result of which this $6,000,000 is more than necessary for the Capital Expenditure, Whinstone will refund the remaining funds to Customer.

3.17. Whinstone represents and warrants that the Capital Expenditure and Hosting Fees shall be exempt from Texas state sales tax because the expenditures for which the Capital Expenditure and Hosting Fees will be allocated are qualifying purchases for a "qualifying data center" within the meaning of Texas Tax Code Section 151.359 and the rules promulgated thereunder. In the event that, at any time during the Initial Term, any Texas state sales tax should be assessed on any portion of the Capital Expenditure or any portion of the Hosting Fees, Whinstone shall pay such Texas state sales tax solely from its own funds and shall indemnify and hold harmless the Customer from any and all liability, charges, costs, assessments, fees, fines, penalties and interest arising out of such assessment.

4. Whinstone agrees that the Capital Expenditure allows Customer complete use of the Licensed Area for a continuous, uninterrupted period of ten (10) years, unless otherwise mutually agreed upon by both Parties in writing at a later date.

5. OPERATIONS AND SERVICE LEVEL AGREEMENT ("SLA")

5.1. Whinstone reserves the right to vary the technical specifications of the Services where necessary for operational reasons and without detracting from, reducing or impairing the overall quality or performance of the Services, after giving reasonable written notice to the Customer (except in the case of an emergency where notice is not possible; provided, however, that in such case, Whinstone shall provide notice to the Customer then as soon as reasonably possible).

5.2. Without prejudice to Clause 4.1, Whinstone reserves the right to, after providing the Customer with reasonable advance written notice (provided, however, that in the event of an emergency, as soon as reasonably possible) at any time to make any change, addition to or replacement of any part of the Services where this is required to conform with any applicable safety, statutory or legal requirement, provided that this does not detract from, reduce or impair the overall quality or performance of the Services.

5.3. The Customer may report any claims including failures of performance of the Services by Whinstone to the Whinstone support center at any time. Whinstone shall take all actions necessary to remedy such failures as soon as possible.

5.4. Interface or access to inventory, monitoring and Hashtrend software is provided to the Customer at no additional charge.

Doc ID: 253747e5d995ac9a4a792b970f6a26383444552d

5.5. Uptime Guarantee

5.5.1. Whinstone guarantees an uptime percentage (percentage of time to maintain uninterrupted performance of the total Customer Equipment) of 96.35% and no more than 6 days of planned downtime due to loss of power, construction, or network outage.

5.5.2. Whinstone will not charge Customer for any power cost during the period of which there is interrupted performance of the total Customer Equipment.

5.5.3. Whinstone will give at least twenty-four (24) hours advance notice to the Customer via email before any datacenter downtime, or any downtime affecting more than one hundred (100) machines at one time.

5.5.4. If any unplanned event causes more than 10% of equipment to go offline, Whinstone will acknowledge the alert within 1 hour and report immediately to the Customer. Whinstone will attempt to begin remedy of the issue within 1 hour of alert acknowledgement and shall provide a full incident report within 5 business days of alert acknowledgement to the Customer.

5.6. Performance Guarantee

5.6.1. Whinstone will perform maintenance and repairs to ensure the total daily average hashrate of all machines does not fall by more than 5% below the Customer Equipment manufacturer's specified range.

5.6.2. If total hourly average hashrate of all Customer Equipment falls more than 10% compared to the previous hour, Whinstone will respond to the incident within 1 hour and provide a full incident report within 5 business days of the incident to the Customer.

5.6.3. Whinstone will make the best effort to employ a monitoring system to monitor uptime, performance and other machine metrics.

5.6.4. Whinstone shall maintain average hashrate overall for Customer Equipment within the tolerance range of the equipment manufacturer's specifications.

5.6.5. Whinstone shall acknowledge alerts from its monitoring system within 30 minutes and respond within 1 hour. If the problem cannot be corrected, the Customer Equipment affected will be place in a maintenance queue and reported to the Customer by the next business day.

5.6.6. Whinstone will reply to notices from the Customer on the same business day.

5.6.7. Whinstone shall maintain an intake temperature suitable for proper operation of the machines. If any machines do overheat, Whinstone shall turn them off as soon as possible and report the issue to the Customer.

5.7. Advanced Remote Hands Service

5.7.1. Whinstone will provide Advanced Remote Hands Service from 9 am to 9 pm, seven days a week. This service includes repairs, unracking/racking units, and replacement of parts such as hashboards, fans, controller boards.

5.7.2. If the hourly hashrate performance of a single Miner drops more than 10%, Whinstone will respond within 30 minutes, and attempt to repair or replace faulty parts and components within 1 hour. If the issue cannot be resolved within 1 hour, Whinstone will place the equipment into a maintenance repair queue.

Doc ID: 253747e5d995ac9a4a792b970f6a26383444552d

RHOD-BK-00015348

5.7.3. Whinstone shall reduce the maintenance repair queue at all times it is not responding to any incidents.

5.8. Whinstone will sell electricity in lieu of providing electricity to the Customer if the Ercot Market profitability exceeds the 250% of the contract price. The profit will be distributed 100% to the Customer.

6. WHITELABELING OF SERVICES

The Customer may white label the Services and arrangements under this Agreement on a back-to-back basis to specifically named third parties upon thirty-day notification to Whinstone, and Whinstone shall accept such execution of this right provided there are no changes to the terms of this Agreement. Any requested changes to warranties, representations, obligations, or service levels to be provided by Whinstone shall be negotiated in good faith by the Parties. Unless prior arrangement is made, the Customer shall be responsible for billing and collection associated with any white label offering.

7. OWNERSHIP AND INTELLECTUAL PROPERTY

7.1. The Parties acknowledge and agree that the Customer Equipment is the sole property of the Customer. In no event shall Whinstone claim ownership of any of the equipment.

7.2. The Parties acknowledge and agree that any outcomes or productivities, including but not limited to, block chains, hash and digital currencies, generated from the operation of the equipment are the sole property of the Customer. In no event shall Whinstone claim the ownership of any of such outcomes or productivities.

7.3. Whinstone shall not sell or create any mortgage, lien, or any kind of encumbrance on the Customer Equipment, the Intellectual Property, or any outcomes or productivities owned by the Customer.

7.4. The Customer will have a non-transferable license to use any IP address allocated by Whinstone to the Customer for the duration of this Agreement. If this Agreement is terminated for any reason, the Customer's license to use the IP address shall automatically terminate.

7.5. Customer owns any Developed IP. "**Developed IP**" means any intellectual property other than Background IP created or discovered by the Parties in connection with this Agreement, including without limitation any reports Whinstone provides to Customer. "**Background IP**" means all intellectual property owned or licensed by a Party before starting services under this Agreement or independent of services under this Agreement. The Developed IP is a work made for hire for the Customer to the extent permitted by applicable law, and Customer retains all intellectual property rights in the Developed IP. To the extent that Whinstone or its personnel own any rights in the Developed IP, Whinstone assigns, or will procure the assignment of, all rights, title, and interest in the Developed IP to Customer. If applicable law prevents future assignments, Whinstone will assign, or will procure the assignment of, such rights as these are created. If applicable law prevents Whinstone from transferring ownership of any Developed IP to Customer, Whinstone grants Customer a perpetual, irrevocable, exclusive, royalty-free, fully-paid, transferable, worldwide license, with the right to sublicense, to: (1) reproduce, prepare derivative works of, distribute, publicly perform, publicly display, and otherwise use such Developed IP; and (2) make, use, sell, offer for sale, import, export any component of, and otherwise dispose of such Developed IP. This agreement does not transfer

Doc ID: 253747e5d995ac9a4a792b970f6a26383444552d

RHOD-BK-00015349

any rights associated with Background IP, which will remain vested with their owners.

6.6 Whinstone will defend Customer and its affiliates, and indemnify them against liabilities in any third-party legal proceeding to the extent arising from an unaffiliated third party's allegation that Customer or its affiliate's use of the Services or any deliverable under this Agreement from Whinstone infringes or misappropriates the third party's Intellectual Property Rights.

8. CONFIDENTIALITY

8.1. The parties agree that Confidential Information:

8.1.1. shall be used solely for the purpose for which it was furnished in connection with performance of this Agreement;

8.1.2. shall be maintained in strict confidence and shall not be disclosed to third parties, provided, however, that Whinstone and the Customer may disclose Confidential Information to their respective affiliates and sub-contractors and their respective employees who need to have access to such Confidential Information for the purposes of providing the Services on the condition that Whinstone and the Customer shall procure compliance by such sub-contractors or affiliates and their respective employees with the terms of this Clause 7; provided, however, that Whinstone and the Customer shall be responsible for any breach of the obligations set forth in this Clause 7 by such sub-contractors or affiliates and their respective employees; and

8.1.3. upon termination of this Agreement shall be returned to the disclosing Party, together with all copies, or (at the disclosing Party's option) destroyed.

8.2. Any disclosure of Confidential Information permitted under Clause 7.1.2 shall be in confidence, and only be to the extent that any persons to whom the information is disclosed need to know the same for the performance of their duties and the receiving Party shall be obliged to procure that all such persons are aware of the obligation of confidentiality and undertake to comply with it.

8.3. The obligations of confidentiality and restricted use set out in Clauses 7.1 and 7.2 are not applicable to Confidential Information that:

8.3.1. was previously or becomes known to the receiving Party, free from any obligation to keep the same confidential (provided that Confidential Information disclosed in contemplation of the provision of the Services shall still remain subject to such obligations);

8.3.2. is or becomes generally available to the public, other than as a direct or indirect result of unauthorized disclosure by the receiving Party, its affiliates or a person engaged by the receiving Party or its affiliates contrary to their respective obligations of confidentiality;

8.3.3. is shown to have been independently developed by the receiving Party, its officers, employees, agents or contractors;

8.3.4. the Parties agree in writing that it need not be kept confidential; or

8.3.5. is required to be disclosed by law or by regulation or by the order of any governmental authority or court provided that, to the extent permitted by law, prior to any disclosure, the receiving Party notifies the disclosing Party of the information to be disclosed and the circumstances in which the disclosure is alleged to be required as early as reasonably possible before such disclosure must be made and, at the disclosing Party's request and

Doc ID: 253747e5d995ac9a4a792b970f6a26383444552d

RHOD-BK-00015350

cost, assists the disclosing Party in avoiding or limiting any such disclosure.

8.4. Without prejudice to any other rights and remedies that the disclosing Party may have, the receiving Party agrees that if Confidential Information is used or disclosed or threatened to be used or disclosed other than in accordance with the terms of this Agreement, the disclosing Party shall, without proof of special damage, be entitled to seek an injunction, specific performance or other equitable relief for any actual or threatened breach of this Clause 7.

8.5. Notwithstanding Clause 7.1, Whinstone will request in writing to the Customer and request the Customer to participate in its advertising and/or promotional literature and other materials. The Customer has the right to opt out of any and all advertising request.

8.6. In order for Whinstone to provide the Services, the Customer will need to supply certain information or data. Where such information or data constitutes Personal Data, Whinstone will comply with the Data Protection Laws. The Parties shall duly observe and comply with all their obligations under the Data Protection Laws in relation to any Personal Data processed in connection with this Agreement and shall render such assistance and cooperation as is reasonably necessary or reasonably requested by the other Party in respect thereto.

8.7. It shall be the Customer's responsibility to keep any Personal Data provided to Whinstone up to date and the Customer warrants and undertakes to Whinstone that all of its Personal Data and contact details are accurate and complete.

8.8. Whinstone may pass the Customer's Personal Data to Whinstone affiliates and to any third-party suppliers Whinstone may use to provide services that involve processing data on Whinstone's behalf for the purpose of providing the Services and as contemplated by the terms of this Agreement; provided, however, that Whinstone shall be responsible for any breach of the obligations set forth in this Clause 7 by such affiliates and third party suppliers.

9. LIABILITY, REPRESENTATIONS, WARRANTIES, AND INDEMNIFICATIONS

9.1. Both Parties represent and warrant that they have the right and capacity to enter into this Agreement and fully perform their respective obligations hereunder;

9.2. Whinstone shall perform the Services as described herein and shall provide the Services in a professional manner consistent with industry standards.

9.3. Whinstone hereby agrees to indemnify and hold harmless the Customer and any of its managers, owners, successors, licensees and assignees, from any and all losses, costs, liabilities, damages and expenses, including but not limited to, reasonable attorney fees resulting from any breach of any obligations, representation, warranty and/or covenant under this Agreement. Notwithstanding any provisions herein, Whinstone agrees to indemnify the Customer for any losses directly or indirectly caused by negligence or intentional or willful misconduct of Whinstone in its performance of obligations under this Agreement, including but not limited to, faulty operations, bad design, or misuse of the facilities in the datacenter.

9.4. If electrical supply is suspended for five (5) or more consecutive days, or more than seven (7) days in any twelve (12) month period due to any cause other than due to Force Majeure event, the Customer is entitled to suspend or terminate this Agreement by giving a written notice to Whinstone. Written notice will be signed and emailed to Whinstone, and a physical copy will be sent to Whinstone's registered address. The timestamp of the email will be considered the

Doc ID: 253747e5d995ac9a4a792b970f6a26383444552d

RHOD-BK-00015351

date of the receipt of such notice. If the Customer terminates this Agreement for the aforementioned reason, Whinstone shall pay for the costs to decommission, clean, package onto pallets and for the shipping cost to transport all Customer's Customer Equipment to a new location.

9.5. Neither Party excludes or limits its liability to the other Party for:

9.5.1. death or personal injury caused by its negligence;

9.5.2. fraud or fraudulent misrepresentation.

9.6. Subject to Clauses 6, 8.5, 8.7, and claims for outstanding payment, the aggregate liability of each Party to the other in contract, tort (including negligence), for breach of a statutory duty or otherwise arising under or in connection with this Agreement or its subject matter shall be limited to a sum equal to the greater of: (i) the aggregate charges payable by the Customer to Whinstone in the twelve-month period immediately prior to the date on which the cause of action first arose or, if the Agreement had been in force for less than twelve months at that date, the annualized amount of the charges payable by that date; and (ii) USD $250,000.

9.7. Subject to Clause 8.5 but notwithstanding anything else in this Agreement, the aggregate liability of:

9.7.1. the Customer to Whinstone for damage to property, in contract, (including negligence) or otherwise arising under or in connection with this Agreement shall be limited to a sum equal to the aggregate charges payable by the Customer to Whinstone in the twelve-month period immediately prior to the date on which the cause of action first arose or, if the Agreement has been in force for less than twelve months on such date, the annualized amount of the charges payable by that date; and

9.7.2. Whinstone to the Customer for damage to property, in contract, tort (including negligence) or otherwise arising under or in connection with this Agreement shall be limited to a sum equal to the aggregate charges payable by the Customer to Whinstone in the twelve-month period immediately prior to the date on which the cause of action first arose or, if the Agreement has been in force for less than twelve months on such date, the annualized amount of the charges payable by that date.

9.8. In no event will Whinstone have any liability for non-provision or delay in the provision of the Services which:

9.8.1. can be reasonably attributed to the acts or omissions of the Customer, its affiliates, employees, workers, sub-contractors, agents or customers including but not limited to failure to provide complete, accurate information in a timely manner for Whinstone;

9.8.2. arises from or as a consequence of use of the Services other than in accordance with the express terms of this Agreement; and/or

9.8.3. occurs during any period of suspension in accordance with Clause 12, provided, however, that this Clause 8.8 shall not apply in the case of willful misconduct or negligence by Whinstone, its affiliates, employees, workers, sub-contractors or agents.

9.9. The Customer acknowledges that Whinstone would not enter into this Agreement at the prices herein without the foregoing limitations of liability. Each Party acknowledges that the allocation of risk in this Agreement (including the exclusions and limitations set out in this

Doc ID: 253747e5d995ac9a4a792b970f6a26383444552d

RHOD-BK-00015352

Clause 8) has been freely negotiated at arm's length and is regarded by it as reasonable. The Customer acknowledges that it has had an opportunity to consider adequate insurance cover and to obtain professional advice in relation to this Clause 8.

9.10. Whinstone shall not be liable for any claim arising under this Agreement unless the Customer gives Whinstone written notice of the claim within twelve months of becoming aware of the circumstances giving rise to the claim.

8.11. Whinstone shall maintain minimum general business liability insurance in the amount of ten million US Dollars per occurrence or replacement value of the Customer's Customer Equipment, whichever is lower. This coverage will not include business income interruption coverage. The Customer is responsible for insuring their equipment and business income interruption insurance.

8.12. Whinstone represents to the Customer that it has secured rights to at least 100 acres of leased land for two years for the Data Center and secured for commercial access up to one (1) gigawatt of aggregated electricity that can be delivered to the Data Center, of which a portion of that may be incrementally offered to the Customer under an Extended Term.

10. ASSIGNMENT

10.1. This Agreement and all rights and obligations hereunder, in whole or in part, may not be assigned or transferred by either Party without the prior written consent of the other Party. The Party is and shall remain liable to the other Party for any act or omission of any of its Representatives and/or customers.

10.2. Whinstone may, upon receipt of the Customer's prior written consent, assign, sub- license or deal in any other manner with this Agreement or any rights under the Agreement, or sub-contract any or all of any or all of obligations under this Agreement to one or more of its affiliates or to any third party upon a sale of all or substantially all of its assets and will provide notice to the Customer of any such assignment, provided, however, that the Customer is provided with the Services under the same terms and conditions as those of this Agreement until the expiration of the Initial Term or the relevant Extended Term, as the case may be, of this Agreement.

11. FORCE MAJEURE

11.1. Neither Party shall in any circumstances be liable to the other for any loss of any kind whatsoever including any damages whether directly or indirectly caused or incurred by the other Party by reason of any failure or delay in the performance of its obligations hereunder which is due to Force Majeure.

11.2. If either of the Parties becomes aware of circumstances of Force Majeure which give rise to or which are likely to prevent the performance of any obligations on its part, it shall as soon as reasonably possible and in any event within five (5) Business Days after commencement of the Force Majeure serve notice in writing on the other Party specifying the nature and extent of the circumstances giving rise to Force Majeure.

11.3. If either Party is prevented from performance of substantially all of its obligations by Force Majeure for more than two (2) months in total, the other Party may terminate this Agreement by giving notice in writing to the other Party at any time, in which case neither Party shall

Doc ID: 253747e5d995ac9a4a792b970f6a26383444552d

RHOD-BK-00015353

have any liability to the other except that rights and liabilities which accrued prior to such termination shall continue to subsist.

12. NOTICES

12.1. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt, or (a) personal delivery to the Party to be notified, (b) when sent, if sent by electronic mail or facsimile during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the respective Parties at their address as set forth below, or to such e-mail address, as subsequently modified by written notice given in accordance with this Clause 11 herein:

12.2. The addresses of the parties for the purposes of Clause 11.1 are:

12.2.1. Whinstone US, Inc.

2721 Charles Martin Hall Road
Rockdale, Texas 76567
Marked for the attention of: Lyle Theriot
Email: Lyle.Theriot@whinstone.us
Attention: Lyle Theriot

12.2.2. Rhodium 30mw, LLC.

7546 Pebble Drive
Fort Worth, Texas 76118
Marked for the attention of: Cameron Blackmon
Email: cameronblackmon@imperiumpartners.io
Attention: Cameron Blackmon

12.3. In proving service, it shall be sufficient to prove that the envelope containing such notice was addressed to the address of the relevant party set out in Clause 11.2 (or as otherwise notified by that party under this Clause) and delivered to that address.

13. SUSPENSION OF SERVICE

13.1. Whinstone reserves the right to suspend the Services for the following reasons:

13.1.1. to carry out Maintenance with the prior written consent of the Customer;

13.1.2. to make any modification, change, addition to, or replacement of, the Whinstone Equipment or any part of the IP Connection Service or the Services where this is required to conform with any applicable safety, statutory or legal requirements, provided that such modification, change, addition or replacement does not detract from, reduce or impair the overall quality or performance of the Services with prior written consent of the Customer;

13.1.3. where the Customer fails to pay any undisputed Charges in accordance with Clause 3;

13.1.4. where Whinstone is obliged to comply with an order, instruction or request of Government, court, law enforcement agency or other competent administrative or regulatory authority, in which case Whinstone shall provide notice to the Customer as soon as possible, and cooperate with the Customer to mitigate losses or take other appropriate actions;

13.1.5. in an emergency; or

13.1.6. where Whinstone has reason to terminate this Agreement in accordance with its terms.

13.2. Where suspension of the Services is necessary in accordance with the provisions of Clause 12.1.2, Whinstone will carry out such work as Scheduled Maintenance but in circumstances where this is not possible, Whinstone shall use all reasonable endeavors to perform such work between the hours of midnight and 6am and shall restore the Services as soon as reasonably practical in the circumstances.

13.3. If Whinstone exercises its right of suspension under this Clause, this will not exclude its right to terminate this Agreement later in respect of that or any other event, nor will it prevent Whinstone claiming damages from the Customer in respect of any breach.

14. TERMINATION

14.1. This Agreement shall commence on the Effective Date and shall continue for a period of One hundred twenty (120) months from the RFU Date ("**Initial Term**") unless and until terminated in accordance with this Clause 14.

This Agreement shall be automatically extended for a period of 12 months ("**Extended Term**") at the end of the Initial Term and at the end of each Extended Term. The Customer can terminate the contract at the end of the twelfth month of the Initial Term or any Extended Term with no penalty by notifying Whinstone in writing sixty (60) days prior to the end of the contract. Unless notified in writing of termination by the Customer as mentioned above, the Customer contract will renew automatically for an additional twelve (12) months under the same conditions.

14.2. Termination for Cause. Either party (the "**Non-Defaulting Party**") may terminate this Agreement (without prejudice to its other rights and remedies) with immediate effect by written notice to the other party (the "**Defaulting Party**") if:

14.2.1. the Defaulting Party commits a material breach of any of its material obligations under this Agreement (including failing to pay any sums payable under this Agreement by the due date) and if the breach is capable of remedy, fails to remedy it during the period of 30 days starting on the date of receipt of notice from the Non- Defaulting Party specifying the breach and requiring it to be remedied; or

14.2.2. the Defaulting Party becomes insolvent including being unable to pay its debts as they fall due and/or that the value of its assets is less than the amount of its liabilities, taking into account its contingent and prospective liabilities, proposes an individual, company or partnership voluntary arrangement, has a receiver, administrator or manager appointed over the whole or any part of its business or assets; if any petition shall be presented, order shall be made or resolution passed for its winding up (except for the purpose of a bona fide amalgamation or reconstruction), bankruptcy or dissolution (including the appointment of provisional liquidators/interim receivers or special managers); if it shall otherwise propose or enter into any composition or arrangement with its creditors or any class of them; if it ceases or threatens to cease to carry on business or if it claims the benefit of any statutory moratorium; or

14.2.3. the Defaulting Party suffers, or there occurs in relation to that party, any event which is analogous to any of the events referred to in Clause 13.2.2 in any part of the world.

14.2.4. In the case that the Customer terminates this Agreement due to Whinstone's failure to cure a default, or the matters specified in Clause 13.3 or 13.4, Whinstone will pay for the costs to decommission, clean, package onto pallets and ship the Customer equipment to a

Doc ID: 253747e5d995ac9a4a792b970f6a26383444552d

RHOD-BK-00015355

new location. Whinstone will also pay Customer's lost revenue from mining resulting from such termination converted to US dollars, which shall be calculated based on the average market price of the mined digital asset and mining difficulty levels for a period of four calendar weeks from the date of the termination.

14.3. It is in the best interest of both Parties to pursue all reasonable efforts to remedy any issues with the Services or Service Level Agreement without termination or penalties. In cases of negligence or failure to maintain the Service Level Agreement for more than two (2) consecutive months, the Customer shall be entitled to the right to terminate the Agreement.

14.4. If Whinstone fails to install all of the Customer Equipment within 60 days of the RFU Date, the Customer shall be entitled to terminate or suspend the Agreement, and Whinstone shall refund the customer the 90% of the installation charges.

14.5. Either Party may terminate this Agreement with immediate effect by written notice and without further obligation or liability to the Customer if required by any law enforcement or other government or regulatory organization or authority or by the courts.

14.6. All rights and obligations of the Parties shall cease to have effect immediately upon termination of this Agreement, except that termination shall not affect:

14.6.1. accrued rights and obligations of the Parties at the date of termination; and

14.6.2. the continued survival and validity of the rights and obligations of the Parties under Clauses 7, 8, this Clause 13.4 and Clauses 15, 17 and 19 and any other provisions of this Agreement necessary for the interpretation or enforcement of this Agreement.

14.7. For the avoidance of doubt, save where otherwise agreed in writing between the Parties, termination of any Services at a site does not constitute termination of this Agreement, and, where this Agreement has been terminated in accordance with its terms, all Services will automatically terminate upon such termination.

14.8. Upon termination of this Agreement, the Customer shall at its own cost and expense return to Whinstone all IP addresses provided to it by Whinstone.

15. ANTI-BRIBERY AND CORRUPTION

Each Party warrants and represents that it has not and will not carry out any act that could be an offense under anti-bribery laws.

16. APPLICABLE LAW

This Agreement shall be governed by Texas Law and the parties hereby submit to the exclusive jurisdiction of the Texas courts.

17. GENERAL

17.1. No failure or delay of either Party in exercising its rights hereunder (including the right to require performance of any provision of this Agreement) shall be deemed to be a waiver or release of such rights. Any waiver or release must be specifically granted in writing signed by the Party waiving its rights and shall:

17.1.1. be confined to the specific circumstances in which it is given;

17.1.2. not affect any other enforcement of the same or any other right; and

17.1.3. unless it is expressed to be irrevocable, be revocable at any time in writing.

Any single or partial exercise of any right, power or remedy provided by law or under this Agreement shall not preclude any other or further exercise of it or the exercise of any other right, power or remedy.

17.2. If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:

17.2.1. the legality, validity, or enforceability in that jurisdiction of any other provision of this Agreement; or

17.2.2. the legality, validity, or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

17.3. All work performed by Whinstone under this Agreement shall be performed as an independent contractor and not as an agent of the Customer and neither Party shall be, nor represent itself to be, the employee, agent, representative, partner or joint venture of the other. Neither Party shall have the right or authority to assume or create an obligation on behalf of or in the name of the other or to otherwise act on behalf of the other. The performing Party shall be responsible for its employees' compliance with all applicable laws, rules, and regulations while performing work under this Agreement.

No modification, amendment or other change may be made to this Agreement or any part thereof unless reduced to writing and executed by authorized representatives of Whinstone and the Customer. Unless expressly so agreed, no modification or variation of this Agreement shall constitute or be construed as a general waiver of any provisions of this Agreement, nor shall it affect any rights, obligations or liabilities under this Agreement which have already accrued up to the date of such modification or waiver, and the rights and obligations of the Parties under this Agreement shall remain in full force and effect, except and only to the extent that they are so modified or varied.

18. ENTIRE AGREEMENT

18.1. This Agreement constitutes the entire understanding between the Parties concerning the subject matter of the Agreement and supersedes any previous agreement or understanding between the Parties in relation to the subject matter.

18.2. With effect from the date of this Agreement all Services shall be provided solely in accordance with the terms of this Agreement and all prior agreements and understandings between the Parties in relation to the same shall be deemed terminated from the date hereof. Save in respect of rights and liabilities arising prior to such date, all such prior agreements and understandings shall cease to be of effect from the date of signature of this Agreement. In no event shall the pre-printed terms and conditions found on any Customer purchase order, acknowledgement, or other form be considered an amendment or modification of this Agreement, even if such documents are signed by representatives of both Parties; such pre- printed terms and conditions shall be null and void and of no force and effect.

18.3. Each Party acknowledges and agrees that in entering into the Agreement or in amending any part of this Agreement, it has not relied on any statement, representation, warranty, understanding, undertaking, promise or assurance (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in the Agreement. Each Party irrevocably and unconditionally waives all claims, rights and

Doc ID: 253747e5d995ac9a4a792b970f6a26383444552d

RHOD-BK-00015357

remedies which but for this clause it might otherwise have had in relation to any of the foregoing.

18.4. Nothing in Clauses 17.1 to 17.3 (inclusive) shall limit or exclude any liability for fraud.

19. COUNTERPARTS

19.1. This Agreement shall be executed in two originals, each Party shall retain one original respectively This Agreement shall not be effective until each of the Parties has executed at least one counterpart.

19.2. Each counterpart shall constitute an original, but all the counterparts shall together constitute one and the same instrument.

20. THIRD PARTIES

It is agreed that this Agreement is not intended to and does not give to any other person who is not a party to this Agreement any rights to enforce directly any provisions contained in this Agreement except for any person to whom the benefit of this Agreement is assigned or transferred in accordance with Clause 9.

21. FURTHER ASSURANCE

Each Party shall, if requested by the other Party and at the other Party's cost, execute or cause to be executed all documents and do or cause to be done all further acts and things as may be necessary in order to vest in and secure to the other Party and its successors in title the full benefit of the assets, rights and benefits to be transferred or granted to the other Party under this Agreement and for the protection and enforcement of the same and otherwise to give effect to this Agreement and to the rights and obligations contained within this Agreement.

[*Remainder of this page intentionally left blank; signature page follows*]

Doc ID: 253747e5d995ac9a4a792b970f6a26383444552d

RHOD-BK-00015358

The Agreement shall come into force from the seal or signature date by both Parties. This Agreement is made out in two original copies, one copy to be held by each Party in witness thereof.

CUSTOMER:

On behalf of Rhodium 30mw LLC.

x Cameron Blackmon

Name: Cameron Blackmon

Title: Corporate Officer

Date: 06 / 30 / 2020

WHINSTONE:

On behalf of Whinstone US, Inc.

x Chad Everett Harris

Name: Chad Everett Harris

Title: Director

Date: 07 / 07 / 2020

Doc ID: 253747e5d995ac9a4a792b970f6a26383444552d

EXHIBIT 1

Doc ID: 253747e5d995ac9a4a792b970f6a26383444552d

RHOD-BK-00015360

HELLOSIGN

Audit Trail

TITLE	Rhodium 30MW
FILE NAME	6.30.20 Whinstone...AL EXECUTABLE.pdf
DOCUMENT ID	253747e5d995ac9a4a792b970f6a26383444552d
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History

SENT	**06 / 30 / 2020** 17:48:18 UTC-6	Sent for signature to Cameron Blackmon (Cameronblackmon@rhodiummining.io) and Chad Harris (c.harris@whinstone.us) from corporate@fornarolaw.com IP: 73.50.131.53
VIEWED	**06 / 30 / 2020** 17:56:33 UTC-6	Viewed by Cameron Blackmon (cameronblackmon@rhodiummining.io) IP: 47.51.239.218
VIEWED	**07 / 03 / 2020** 19:33:30 UTC-6	Viewed by Chad Harris (c.harris@whinstone.us) IP: 8.2.194.186
SIGNED	**06 / 30 / 2020** 17:57:13 UTC-6	Signed by Cameron Blackmon (cameronblackmon@rhodiummining.io) IP: 47.51.239.218
SIGNED	**07 / 07 / 2020** 11:58:25 UTC-6	Signed by Chad Harris (c.harris@whinstone.us) IP: 8.2.195.142
COMPLETED	**07 / 07 / 2020** 11:58:25 UTC-6	The document has been completed.

Powered by HELLOSIGN

EXHIBIT C

New Hosting Service Agreement No. #R-5MW-004

THIS AGREEMENT (defined below) shall be effective upon the date of receipt of the electronic signature by Whinstone US, Inc.

BY AND BETWEEN

Whinstone US, Inc., a company having its registered office located at 2721 Charles Martin Hall Road, Rockdale, Texas 76567("**Whinstone**")

AND

Rhodium JV LLC of 7546 Pebble Drive, Fort Worth, Texas 76118, (the "**Customer**").

Whinstone and the Customer are referred to individually as "**Party**" and collectively as "**Parties**".

WHEREAS

(A) Whinstone wishes to provide electrical power at its site under the terms and conditions contained in this New Hosting Service Agreement entered into by and between the Parties as of the seal or signature date of both Parties with a Ready For Use ("**RFU**") Date to be set by the Customer no sooner than thirty (30) days from the date of the RFU Notice (as hereinafter defined); and

(B) The Customer desires to utilize Whinstone's services and intends operate 5 MW of Miners and immersible equipment on Whinstone's property in Rockdale, Texas.

NOW THEREFORE, the parties hereby agree as follows:

1. DEFINITIONS

1.1. In this Agreement the following words and expressions shall have the meanings set out below. Additional terms may be defined in the context of particular provisions of this Agreement:

"**Agreement**" means these terms and conditions, any orders placed under them, and any amendments or additions or replacements to any of the aforementioned;

"**AUP**" or "**Acceptable Usage Policy**" means Whinstone Acceptable Usage Policy from time to time which, at the date of this Agreement, is set out in a Schedule to this Agreement;

"**Advanced Remote Hands Service**" means repair and maintenance services that require taking Customer Equipment off rack as detailed in Clause 2.4 below;

"**Background IP**" shall have the meaning set out in Clause 6.5 below;

"**Basic Remote Hands Service**" means repair and maintenance services performed without taking Customer Equipment off rack as detailed in Clause 2.3 below;

"**Business Day**" means a day which is not a Saturday, Sunday or a public holiday in the United States;

"**Capital Expenditure**" shall have the meaning ascribed to that term in Clause 3.14.1 below.

"**Confidential Information**" means the terms of this Agreement and all information whether in written or any other form which has been or may be disclosed in the course of the discussions leading up to the entering into or performance of this Agreement and which is identified as confidential or is clearly by its nature confidential including information relating to this Agreement or the Services, data used or generated in the provision of the Services, or any of Customer's products, operations, processes, plans or intentions, know- how, trade secrets, market opportunities, customers and business affairs;

"**Customer Equipment**" means the Customer's Miners and other Customer equipment installed in the Licensed Area;

"**Data Center**" means the Whinstone leased site located at the former Alcoa Rockdale Energy Sandow Mine facility in Rockdale, Texas;

"**Data Center Rules**" means the rules applying to the Customer's use of the Data Center;

"**Data Protection Laws**" means the laws and regulations governing the use of personal data;

"**Defaulting Party**" shall have the meaning set out in Clause 13.2 below;

"**Developed IP**" shall have the meaning set out in Clause 6.5 below;

"**Extended Term**" shall have the meaning set out in Clause 13.1 below;

"**Force Majeure**" means any event beyond the reasonable control of either or both of the parties including but without limitation to war, civil war, armed conflict or acts of terrorism or a public enemy or other catastrophes, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule or regulation or direction coming into force after the date of this Agreement, epidemics, pressure waves caused by devices traveling at supersonic speeds, nuclear accident, and acts of God and strikes, slowdowns, lockouts or other labor stoppages excluding employee(s) of Whinstone affecting third parties which in each case causes either party to be unable to comply with all or a material part of its obligations under this Agreement;

"**Hosting Service**" means service providing electrical power and ventilation to the Customer Equipment as detailed in Clause 2.2 below;

"**Initial Term**" shall have the meaning set out in Clause 13.1 below;

"**Intellectual Property**" means all intellectual property, including patents, utility models, trade and service marks, trade names, domain names, rights in designs, copyrights, moral rights, topography rights, rights in databases, trade secrets and know-how, in all cases whether or not registered or registrable and including registrations and applications for registration of any of these and rights to apply for the same, rights to receive equitable remuneration in respect of any of these and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world;

"**IP Connection Service**" means the connection to the Customer Equipment permitting communication with the Internet as specified in the Service Details;

"**Licensed Area**" means the Building C where the Customer Equipment will be placed;

Doc ID: 0576fabd07d364f2cb98c7a9e3e9486c52860cc
RHOD-BK-00015532

"**Maintenance**" means any work carried out by Whinstone in order to upgrade, improve or maintain the Service including any modification, change, addition or replacement which does not detract from, reduce or impair the overall quality or performance of the Service;

"**Miners**" means cryptocurrency mining machines, which are part of the Customer Equipment, which connect using the IP Connection Service and send computation results to the Mining Pool.

"**Mining Pool**" is the pooling of resources by Miners, who share their processing power over a network, to split the reward equally, according to the amount of work they contributed to the probability of finding a block.

"**Services**" collectively means Hosting Service, Basic Remote Hands Service, and Advanced Remote Hands Service, with the Hosting Service and Basic Remote Hands Service provided as needed to the Customer;

"**Service Details**" means service details in the format provided by Whinstone pursuant to which the Customer may request Services;

"**Party**" means Whinstone and the Customer (as the case may be) and shall include their permitted assignees and "**Parties**" shall mean both of them;

"**Pass Through Rate**" shall have the meaning set out in Clause 3.11.2 below;

"**Personal Data**" shall have the meaning as defined under the Data Protection Laws;

"**PPM Agreement**" shall have the meaning set out in Clause 3.11.2 below;

"RFU Date" means the Ready For Use Date, which is the date Whinstone will fully provide the Customer the Services;

"RFU Notice" means the written notice provided by the Customer to Whinstone setting the Ready For Use Date. This RFU Notice shall be provided to Whinstone no less than thirty (30) days prior to the Ready For Use Date set forth in the RFU Notice.

"**Representatives**" means, in relation to any party, its officers, employees and agents;

"**Scheduled Maintenance**" means Maintenance that is: (i) carried out between the hours of 12:00 am to 6:00 am; and (ii) notified to the Customer at least five (5) Business Days in advance;

"**Specified Power Draw**" shall have the meaning set out in Clause 3.13 below;

"**Whinstone Equipment**" means any equipment which is supplied by or on behalf of Whinstone to the Customer for the purpose of providing the Services and includes any equipment specified in Service Details; and

1.2. In the event of any conflict between any of the documents referred to in this Clause 1.2, they shall be given the following order of priority:

1.2.1. the terms of the relevant Service Details;

1.2.2. the terms set out in this Agreement; and

1.2.3. the terms set out in the AUP.

Doc ID: 0576fabe9662f4b2be64744ce0553a4d1e60dacc
RHOD-BK-00015533

1.3. In the Agreement:

1.3.1. references to Clauses, paragraphs and subparagraphs are references to clauses, paragraphs, subparagraphs of or to this Agreement;

1.3.2. the headings contained in this Agreement are for convenience only and shall not influence the interpretation of this Agreement;

1.3.3. any reference to a statute, statutory provision, subordinate legislation, code or guideline ("legislation") is a reference to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation.

1.4. Whinstone and the Customer each represents and warrants to each other that it has the power to enter into, exercise its rights under and perform and comply with its obligations under this Agreement and all actions, conditions and things required to be taken, fulfilled and done by it to so enter into, exercise its rights under and perform and comply with its obligations under this Agreement and ensure that those obligations are valid, legally binding and enforceable have been taken, fulfilled and done.

2. SERVICE DESCRIPTION

2.1. Data Center Facilities

2.1.1. Whinstone will provide an installation environment for the Customer Equipment including, but not limited to, the Licensed Area in two buildings, rack systems, electricity supply (including PDU), transforming equipment, free air cooling (including evaporative cooling and single phase liquid cooling), smoke detection, IP Connection Service and physical security. Physical security includes 24-hour patrol, camera security, and a fence around the Licensed Area.

2.1.2. Whinstone shall grant the Customer, free of charge, escorted access to the property in Rockdale, TX for equipment inspections, installation, removal, additions, subtractions or physical maintenance by prior appointment.

2.1.3. With written prior consent of the Customer, Whinstone may relocate the Customer Equipment within the Data Center or to another facility operated by Whinstone provided that there are no changes to the terms of this Agreement. Any such relocation of the Customer Equipment will be carried out by Whinstone. Any costs incurred in relation to such relocation will be borne by Whinstone. The Customer shall reserve the right to inspect the new facility beforehand.

2.1.4. When the Customer visits the property in Rockdale, TX or accesses the Data Center network remotely the Customer shall at all times comply with the Data Center Rules that have been provided to the Customer in advance; provided, however, that the Customer shall only be obligated to comply with such Data Center Rules to the extent that they are reasonable. Whinstone shall provide the Customer a copy of the Data Center Rules and shall send a new copy if there are any changes made therein.

2.1.5. Whinstone represents and warrants that building or other permits, city inspection, or certification is not required with regard to providing services under this Agreement.

2.1.6. Whinstone represents and warrants that the Data Center has been certified by the Texas Comptroller of Public Accounts as, and is presently publicly registered with the Texas Comptroller as a "Qualifying Data Center" within the meaning of the Texas Tax Code Section 151.359 and the rules promulgated thereunder, and, as such, is entitled to claim an exemption from the Texas state sales tax for qualifying purchases. Whinstone

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015534

covenants and agrees that the Data Center shall remain certified by and publicly registered with the Texas Comptroller as a "Qualifying Data Center" during and throughout the Initial Term.

2.2. Overview of Hosting Service

Whinstone shall be responsible for the following:

2.2.1. License of the Licensed Area.

2.2.2. Provision of the cabling for a connection to the IP Connection Service by way of a CAT 5e Ethernet cable.

2.2.3. Escorted access by the Customer's employees to the Customer Equipment at any time from 10 am to 5 pm Monday through Friday.

2.2.4. Monitored alarm and security call out service.

2.2.5. Physical Security: The facility will be surrounded by fencing and monitored by security cameras. Whinstone shall implement access control policies to ensure non-authorized persons are not able to enter the facility. Armed personnel will be onsite at all times.

2.2.6. IT Security: Whinstone will install a firewall and implement an IT security policy to prevent unauthorized access physically or remotely, viruses and ransomware. However, the Customer shall have the right to install its own firewall and implement its own security policies in the place of or in addition to Whinstone as mutually agreed to by both parties.

2.2.7. Fire detection and alarm system.

2.2.8. Equipment parts storage and inventory management.

2.2.9. After the RFU Date, acceptance of delivery of the Customer Equipment between 10:00 am to 4:00 pm on Business Days, subject to two (2) Business Days' notice to Whinstone, to be stored prior to installation.

2.2.10. Whinstone will be solely responsible for handling any complaints from third parties with respect to the noise from the Customer Equipment and shall hold the Customer harmless from any responsibility or costs arising out of or in relation to such complaints.

2.2.11. Whinstone will install all Customer Equipment on the data center racks, provide power and internet connection within thirty days of RFU Date. Installation includes unpacking, assembly and installation, LAN cable and power connection, initial setting, and garbage disposal.

2.2.12. Whinstone will provide stable power supply to the Customer's equipment at 240V. The equipment's power consumption may be adjusted by following instructions from the manufacturer. Whinstone will comply with any request from the Customer to adjust the power consumption if the total power consumption of all Customer equipment does not exceed the Specified Power Draw, or fall below eighty percent (80%) of the Specified Power Draw, unless both Parties mutually agree to do so.

2.2.13. Whinstone will follow the Service Level Agreement in Clause 4 and make its best efforts to ensure:

i. Average air intake temperature into the Customer's Miners is not greater than 30 degrees Celsius by maintaining sufficient airflow, preventing mixing of cool and

Doc ID: 0576fabd07d364f2b98c749e3e9486c52860acc
RHOD-BK-00015535

hot exhaust air from the equipment in the data center, and using evaporative cooling;

ii. Filters are used in the air intake system of the data center facility, and the air inside the data center is free of dust, insects, corrosion, precipitation and condensation.

iii. Intake and exhaust fans are free of obstruction or debris.

2.2.14. Whinstone will label all the Customer Equipment, cables, replacement parts to track inventory, replacement parts, and to make Basic Remote Hand Service the most efficient.

i. Whinstone will reference Miners with a unique identifiable identification number when giving reports to the Customer;

ii. For equipment other than Miners which may not have a unique ID number, Whinstone will properly label and store the equipment separate from other customers in the data center.

2.2.15. Whinstone will provide monthly reports to the Customer. These reports shall contain a summary of monthly power draw as measured from power consumption meters and include appropriate billing owed to Whinstone by the Customer.

2.2.16. Whinstone will provide Basic Remote Hands Service at no extra charge as outlined in Clause 2.3.1 and will offer Advanced Remote Hands Service for additional cost as outlined in Clause 2.4.1.

2.2.17. Customers may inspect the site before shipping its equipment and supplies to bring the Customer's Miners online. Upon completion of the inspection, the Customer may reduce the Specified Power Draw cited in Clause 3.12.1 if the site does not meet Customer's expectations and reduce the Advanced Remote Hands Service fee by the same proportionate amount as the reduction of Specified Power Draw.

2.3. Basic Remote Hands Service

2.3.1. Basic Remote Hands Service is available twenty-four (24) hours a day, seven (7) days a week. Where requested by the Customer, Whinstone staff shall be available to perform the following tasks only on the instructions of the Customer in respect of the Customer Equipment:

i. Remote monitoring of equipment performance and status;

ii. Remote fault diagnosis;

iii. Pushing a button;

iv. Switching a toggle;

v. Power cycling (turning on/off) the Customer Equipment;

vi. Re-setting, rebooting the Customer Equipment;

vii. Securing cabling to connections

viii. Observing, describing and/or reporting to the Customer indicator lights or display information on machines or consoles;

ix. Cable organization;

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015536

x. Modifying basic cable layout, labelling and/or re-labelling of the Customer Equipment;

xi. Cable patching;

xii. Checking alarms for faults; and/or

xiii. Inserting/removing discs or equivalent storage devices into/ from the Customer Equipment.

2.4. Advance Remote Hands Service

2.4.1. The following Advanced Remote Hands Services are not included in the Basic Remote Hands Service but may be provided by Whinstone to the Customer on a best effort basis. Unless explicitly expressed in Clause 2.3.1, in cases of ambiguity between Advanced Remote Hands Services and Basic Remote Hands Services, Advanced Remote Hands Services shall come into effect if the Customer Equipment must be taken off the rack:

i. Installing applications or software to the Customer Equipment;

ii. Uploading of data to the Customer Equipment;

iii. Configuring the Customer Equipment operating system;

iv. Configuring any software or applications on the Customer Equipment;

v. Customer Equipment component fault diagnosis;

vi. Software component fault diagnosis;

vii. Rectifying problems caused by the Customer Equipment or software;

viii. Rectifying problems caused by the Customer; or

ix. Any service whatsoever requiring the opening of the outer casing of any of the Customer Equipment.

2.4.2. Communication for Advance Remote Hands Service shall be done via email or Whinstone's ticketing system. Whinstone will follow the Service Level Agreement as well as the work schedule specified in Clause 4.

2.4.3. Advanced Remote Hands Service shall be provided by Whinstone to the Customer for a fixed monthly fee as detailed in Clause 3.12, separately from Hosting Fees which includes only the Basic Remote Hands Service.

3. CHARGES AND PAYMENTS

3.1. In consideration of the provision of the Services, the Customer shall pay charges in accordance with this Clause 3.

3.2. Whinstone shall issue a monthly invoice to the Customer no later than the tenth day of the following month containing all charges and fees for providing the Services under this contract, including the Hosting Fees prepayment under 3.11.2. The Customer shall pay the undisputed amounts of such invoice no later than the last day of the month in which the Customer receives it.

Doc ID: 0576fab07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015537

3.3. If the Customer requests Whinstone to provide any services other than contemplated in this Agreement, Whinstone shall be entitled to invoice the Customer for any and all changes to such services pursuant to the agreement between the parties.

3.4. If either Party fails to pay any amount owed under this Agreement by the dates set forth herein:

3.4.1. The Party to receive payment shall be entitled but not obliged to charge the Customer interest at a rate of 5% per year on the overdue amount commencing 14 business days after the due date up to the date of actual payment.

3.4.2. Actual power consumption is measured at the end of each month, and a credit or debit is applied toward the next hosting fee prepayment invoice. If the credit or debit is not paid or applied on that invoice, the Party to receive payment shall be entitled but not obliged to charge the other Party interest 5% per year on the overdue amount commencing 14 business days after the due date of the invoice to the date of actual payment.

3.5. All charges and payments referred to in this Agreement are inclusive of sales tax (if applicable) and all similar taxes and duties payable in respect of such payments. To the extent that additional tax is properly chargeable to the Customer, the Customer shall pay at the time that the payment becomes due.

3.6. All amounts due under this Agreement shall be paid in accordance with all work performed and services provided. In the event that the Parties change the scope of the services, Whinstone and the Customer will agree on all billing changes and handle each credit or debit once there is a mutual agreed amount.

3.7. In the event of any failure by either Party to make full payment to the other Party of any and all amounts due pursuant to this Agreement, the Party owing payment shall be responsible for all costs and expenses which the other Party reasonably incurs in collecting such amounts.

3.8. The Parties may combine charges and invoices and offset any amounts owed to the other Party.

3.9. This Clause intentionally left blank.

3.10. Installation Fees

3.10.1. This Clause intentionally left blank.

3.10.2. Installation is considered complete when the Miner is seen remotely connecting to the Mining Pool and sending computation. In cases of faulty equipment, installation will be considered complete when Whinstone diagnoses the fault, sends a report to the Customer, and completes installation of alternative equipment.

3.10.3. This Clause intentionally left blank.

3.11. Hosting Fees

3.11.1. The Hosting Fees cover all services and items specified in this Agreement except for Advanced Remote Hands Service in Clause 3.12 and is calculated based on the power consumption of the Customer Equipment and shall not include Whinstone's own equipment (PUE) or the equipment of Whinstone's other customers.

3.11.2. The Hosting Fee rate is the lesser of either (i) $0.01705 USD or (ii) the "Pass Through Rate" as hereinafter defined. As used herein, the "**Pass Through Rate**" is defined as the lesser of either (i) the "Net Effective Rate" as that rate is defined and calculated in the

Doc ID: 0576bfab07d364f2b98c7a9e3e9486c52860acc0576fabe9662f4f2be8647ee0853a4d1a80da
RHOD-BK-00015538

Pro Forma Pricing Model attached as Attachment C to that certain Power Services Agreement entered into by and between Whinstone and Priority Power Management LLC on April 3, 2020 (the "**PPM Agreement**") or (ii) the exact price at which Whinstone is billed monthly for electricity provided to Customer per kilowatt-hour. The Hosting Fee rate shall remain unchanged for 3 (three) consecutive years under any Extended Term under Clause 13.1. Whinstone will install power consumption meters at the transformers.

3.11.3. Whinstone, to the best of its knowledge, confirms that the "Pass Through Rate" is presently $14.74 per Megawatt Hour as shown in the Pro Forma Pricing Model attached as Attachment C to the PPM Agreement, a materially accurate copy of which is attached hereto as Exhibit "1". Customer understands that this rate is variable.

3.11.4. Hosting Fee rate = $17.05 per Megawatt Hour or lower depending on the "Pass Through Rate" for 3 years, with the option to renew for the remainder of the Initial Term at the same pre-agreed upon terms seen in 3.11.2, in one year increments. Whinstone will invoice a 5,000 kW upon deployment of the Customer Equipment. Whinstone will require the payment to be made fifteen days prior to powering the Licensed Area.

3.12. Advanced Remote Hands Service Fee

3.12.1. Whinstone will invoice the Customer a fixed monthly fee of $1,667.00 (USD) for the Advanced Remote Hands Services based on a scale of 1317 Miners, or 5mW equivalent. Whinstone will invoice Advanced Remote Hands Services together with the Hosting Fees and the applicable period for services rendered shall be the same month as the Hosting Fees unless otherwise specified. Notwithstanding the prior sentence, until all Specified Power Draw is provided, and all the Miners have been installed, Whinstone will invoice the Customer for Advanced Remote Hands Services based on the average number of installed Miners during the prior month. This fixed monthly fee will be credited towards Customer's power bill in the result that there is greater than or equal to eighty percent (80%) of the Specified Power Draw at the rate specified in Clause 3.11.1

3.12.2. Whinstone will adhere to all sections of the Service Level Agreement in Clause 4 as well as those specifically detailed for the Advanced Remote Hands Service.

3.12.3. In the likely result that the Advanced Remote Hands Service Fee is not necessary for Customer because they are monitoring their own systems with on-site staff, Customer will elect, in writing, that this service is no longer needed. Upon election and acceptance from Whinstone, this fixed monthly fee will be waived indefinitely.

3.13. Specified Power Draw

3.13.1. Whinstone will provide the Customer with at least 5,000 kW (5) MW of power available for the Services by the RFU Date. As a minimum commitment, regardless of power consumption, the Customer shall pay for Hosting Fees for greater than or equal to eighty percent (80%) of the Specified Power Draw at the rate specified in Clause 3.11.1.

3.13.2. Customer and Whinstone agree, to the best of their ability, to be fair in negotiations and working to a mutually beneficial decision in the result of unforeseen circumstances.

For Purpose of Example and Reference, a cost of power calculation has been provided below based on $17.05/mWh ($0.01705/kWh), the "Hosting Fee rate"

30-day month: 5,000 kW * Hosting Fee * 24 hours * 30days = $61,380.00
31-day month: 5,000kW * Hosting Fee * 24 hours * 31days = $63,426.00

3.13.3. If Whinstone determines that the over-usage of power cannot be reasonably permitted, Whinstone reserves the right to require the Customer to remove or deactivate sufficient

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c652860acc
RHOD-BK-00015539

Customer Equipment to prevent such over-usage within 24 hours of notification, which will describe in detail the reasons for the removal or deactivation. Whinstone shall consult with the Customer in good faith before determining to remove or deactivate.

3.14. The Customer will pay to Whinstone the "Capital Expenditure" (as defined in the following sentence) not to exceed $800,000. The Capital Expenditure shall be paid in full to Whinstone no later than five (5) business days after the RFU Notice is provided. The "**Capital Expenditure**" is defined as the lesser of either (i) the actual costs of construction and buildout of the infrastructure, building and power requirements of the Licensed Area or (ii) Eight Hundred Thousand U.S. Dollars ($800,000.00 USD). No later than thirty (30) days after the the RFU date, Whinstone shall provide to Customer a full accounting of the actual costs of construction and buildout of the infrastructure, building and power requirements of the Licensed Area along with accurate receipts, bookkeeping, and proof of purchase for all invoices exceeding $5,000 per line item.

3.15. This Clause intentionally left blank.

3.16. Whinstone agrees that all costs of construction and buildout of the infrastructure, building and power requirements of the Licensed Area greater than $800,000 will be at the sole cost and expense of Whinstone. Whinstone agrees that, in the result of which this $800,000 is more than necessary for the Capital Expenditure, Whinstone will refund the remaining funds to Customer.

3.17. Whinstone represents and warrants that the Capital Expenditure and Hosting Fees shall be exempt from Texas state sales tax because the expenditures for which the Capital Expenditure and Hosting Fees will be allocated are qualifying purchases for a "qualifying data center" within the meaning of Texas Tax Code Section 151.359 and the rules promulgated thereunder. In the event that, at any time during the Initial Term, any Texas state sales tax should be assessed on any portion of the Capital Expenditure or any portion of the Hosting Fees, Whinstone shall pay such Texas state sales tax solely from its own funds and shall indemnify and hold harmless the Customer from any and all liability, charges, costs, assessments, fees, fines, penalties and interest arising out of such assessment.

3.18. Whinstone agrees that the Capital Expenditure allows Customer complete use of the Licensed Area for a continuous, uninterrupted period of ten (10) years, unless otherwise mutually agreed upon by both Parties in writing at a later date.

4. OPERATIONS AND SERVICE LEVEL AGREEMENT ("SLA")

4.1. Whinstone reserves the right to vary the technical specifications of the Services where necessary for operational reasons and without detracting from, reducing or impairing the overall quality or performance of the Services, after giving reasonable written notice to the Customer (except in the case of an emergency where notice is not possible; provided, however, that in such case, Whinstone shall provide notice to the Customer then as soon as reasonably possible).

4.2. Without prejudice to Clause 4.1, Whinstone reserves the right to, after providing the Customer with reasonable advance written notice (provided, however, that in the event of an emergency, as soon as reasonably possible) at any time to make any change, addition to or replacement of any part of the Services where this is required to conform with any applicable safety, statutory or legal requirement, provided that this does not detract from, reduce or impair the overall quality or performance of the Services.

4.3. The Customer may report any claims including failures of performance of the Services by Whinstone to the Whinstone support center at any time. Whinstone shall take all actions necessary to remedy such failures as soon as possible.

Doc ID: 0576bfab07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015540

4.4. Interface or access to inventory, monitoring and Hashtrend software is provided to the Customer at no additional charge.

4.5. Uptime Guarantee

4.5.1. Whinstone guarantees an uptime percentage (percentage of time to maintain uninterrupted performance of the total Customer Equipment) of 96.35% and no more than 6 days of planned downtime due to loss of power, construction, or network outage.

4.5.2. Whinstone will not charge Customer for any power cost during the period of which there is interrupted performance of the total Customer Equipment.

4.5.3. Whinstone will give at least twenty-four (24) hours advance notice to the Customer via email before any datacenter downtime, or any downtime affecting more than one hundred (100) machines at one time.

4.5.4. If any unplanned event causes more than 10% of equipment to go offline, Whinstone will acknowledge the alert within 1 hour and report immediately to the Customer. Whinstone will attempt to begin remedy of the issue within 1 hour of alert acknowledgement and shall provide a full incident report within 5 business days of alert acknowledgement to the Customer.

4.6. Performance Guarantee

4.6.1. Whinstone will perform maintenance and repairs to ensure the total daily average hashrate of all machines does not fall by more than 5% below the Customer Equipment manufacturer's specified range.

4.6.2. If total hourly average hashrate of all Customer Equipment falls more than 10% compared to the previous hour, Whinstone will respond to the incident within 1 hour and provide a full incident report within 5 business days of the incident to the Customer.

4.6.3. Whinstone will make the best effort to employ a monitoring system to monitor uptime, performance and other machine metrics.

4.6.4. Whinstone shall maintain average hashrate overall for Customer Equipment within the tolerance range of the equipment manufacturer's specifications.

4.6.5. Whinstone shall acknowledge alerts from its monitoring system within 30 minutes and respond within 1 hour. If the problem cannot be corrected, the Customer Equipment affected will be place in a maintenance queue and reported to the Customer by the next business day.

4.6.6. Whinstone will reply to notices from the Customer on the same business day.

4.6.7. Whinstone shall maintain an intake temperature suitable for proper operation of the machines. If any machines do overheat, Whinstone shall turn them off as soon as possible and report the issue to the Customer.

4.7. Advanced Remote Hands Service

4.7.1. Whinstone will provide Advanced Remote Hands Service from 9 am to 9 pm, seven days a week. This service includes repairs, unracking/racking units, and replacement of parts such as hashboards, fans, controller boards.

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c652860acc
RHOD-BK-00015541

4.7.2. If the hourly hashrate performance of a single Miner drops more than 10%, Whinstone will respond within 30 minutes, and attempt to repair or replace faulty parts and components within 1 hour. If the issue cannot be resolved within 1 hour, Whinstone will place the equipment into a maintenance repair queue.

4.7.3. Whinstone shall reduce the maintenance repair queue at all times it is not responding to any incidents.

4.8. Whinstone will sell electricity in lieu of providing electricity to the Customer if the Ercot Market profitability exceeds the 250% of the contract price. The profit will be distributed 100% to the Customer.

5. WHITELABELING OF SERVICES

The Customer may white label the Services and arrangements under this Agreement on a back-to-back basis to specifically named third parties upon thirty-day notification to Whinstone, and Whinstone shall accept such execution of this right provided there are no changes to the terms of this Agreement. Any requested changes to warranties, representations, obligations, or service levels to be provided by Whinstone shall be negotiated in good faith by the Parties. Unless prior arrangement is made, the Customer shall be responsible for billing and collection associated with any white label offering.

6. OWNERSHIP AND INTELLECTUAL PROPERTY

6.1. The Parties acknowledge and agree that the Customer Equipment is the sole property of the Customer. In no event shall Whinstone claim ownership of any of the equipment.

6.2. The Parties acknowledge and agree that any outcomes or productivities, including but not limited to, block chains, hash and digital currencies, generated from the operation of the equipment are the sole property of the Customer. In no event shall Whinstone claim the ownership of any of such outcomes or productivities.

6.3. Whinstone shall not sell or create any mortgage, lien, or any kind of encumbrance on the Customer Equipment, the Intellectual Property, or any outcomes or productivities owned by the Customer.

6.4. The Customer will have a non-transferable license to use any IP address allocated by Whinstone to the Customer for the duration of this Agreement. If this Agreement is terminated for any reason, the Customer's license to use the IP address shall automatically terminate.

6.5. Customer owns any Developed IP. "**Developed IP**" means any intellectual property other than Background IP created or discovered by the Parties in connection with this Agreement, including without limitation any reports Whinstone provides to Customer. "**Background IP**" means all intellectual property owned or licensed by a Party before starting services under this Agreement or independent of services under this Agreement. The Developed IP is a work made for hire for the Customer to the extent permitted by applicable law, and Customer retains all intellectual property rights in the Developed IP. To the extent that Whinstone or its personnel own any rights in the Developed IP, Whinstone assigns, or will procure the assignment of, all rights, title, and interest in the Developed IP to Customer. If applicable law prevents future assignments, Whinstone will assign, or will procure the assignment of, such rights as these are created. If applicable law prevents Whinstone from transferring ownership of any

Doc ID: 0576fabd96627d2b6647446e0553a4d7360a
RHOD-BK-00015542

Developed IP to Customer, Whinstone grants Customer a perpetual, irrevocable, exclusive, royalty-free, fully-paid, transferable, worldwide license, with the right to sublicense, to: (1) reproduce, prepare derivative works of, distribute, publicly perform, publicly display, and otherwise use such Developed IP; and (2) make, use, sell, offer for sale, import, export any component of, and otherwise dispose of such Developed IP. This agreement does not transfer any rights associated with Background IP, which will remain vested with their owners.

6.6 Whinstone will defend Customer and its affiliates, and indemnify them against liabilities in any third-party legal proceeding to the extent arising from an unaffiliated third party's allegation that Customer or its affiliate's use of the Services or any deliverable under this Agreement from Whinstone infringes or misappropriates the third party's Intellectual Property Rights.

7. CONFIDENTIALITY

7.1. The parties agree that Confidential Information:

7.1.1. shall be used solely for the purpose for which it was furnished in connection with performance of this Agreement;

7.1.2. shall be maintained in strict confidence and shall not be disclosed to third parties, provided, however, that Whinstone and the Customer may disclose Confidential Information to their respective affiliates and sub-contractors and their respective employees who need to have access to such Confidential Information for the purposes of providing the Services on the condition that Whinstone and the Customer shall procure compliance by such sub-contractors or affiliates and their respective employees with the terms of this Clause 7; provided, however, that Whinstone and the Customer shall be responsible for any breach of the obligations set forth in this Clause 7 by such sub-contractors or affiliates and their respective employees; and

7.1.3. upon termination of this Agreement shall be returned to the disclosing Party, together with all copies, or (at the disclosing Party's option) destroyed.

7.2. Any disclosure of Confidential Information permitted under Clause 7.1.2 shall be in confidence, and only be to the extent that any persons to whom the information is disclosed need to know the same for the performance of their duties and the receiving Party shall be obliged to procure that all such persons are aware of the obligation of confidentiality and undertake to comply with it.

7.3. The obligations of confidentiality and restricted use set out in Clauses 7.1 and 7.2 are not applicable to Confidential Information that:

7.3.1. was previously or becomes known to the receiving Party, free from any obligation to keep the same confidential (provided that Confidential Information disclosed in contemplation of the provision of the Services shall still remain subject to such obligations);

7.3.2. is or becomes generally available to the public, other than as a direct or indirect result of unauthorized disclosure by the receiving Party, its affiliates or a person engaged by the receiving Party or its affiliates contrary to their respective obligations of confidentiality;

7.3.3. is shown to have been independently developed by the receiving Party, its officers, employees, agents or contractors;

7.3.4. the Parties agree in writing that it need not be kept confidential; or

Doc ID: 0576bfab07d364f2b98c7a9e3e9486c652860acc
RHOD-BK-00015543

7.3.5. is required to be disclosed by law or by regulation or by the order of any governmental authority or court provided that, to the extent permitted by law, prior to any disclosure, the receiving Party notifies the disclosing Party of the information to be disclosed and the circumstances in which the disclosure is alleged to be required as early as reasonably possible before such disclosure must be made and, at the disclosing Party's request and cost, assists the disclosing Party in avoiding or limiting any such disclosure.

7.4. Without prejudice to any other rights and remedies that the disclosing Party may have, the receiving Party agrees that if Confidential Information is used or disclosed or threatened to be used or disclosed other than in accordance with the terms of this Agreement, the disclosing Party shall, without proof of special damage, be entitled to seek an injunction, specific performance or other equitable relief for any actual or threatened breach of this Clause 7.

7.5. Notwithstanding Clause 7.1, Whinstone will request in writing to the Customer and request the Customer to participate in its advertising and/or promotional literature and other materials. The Customer has the right to opt out of any and all advertising request.

7.6. In order for Whinstone to provide the Services, the Customer will need to supply certain information or data. Where such information or data constitutes Personal Data, Whinstone will comply with the Data Protection Laws. The Parties shall duly observe and comply with all their obligations under the Data Protection Laws in relation to any Personal Data processed in connection with this Agreement and shall render such assistance and cooperation as is reasonably necessary or reasonably requested by the other Party in respect thereto.

7.7. It shall be the Customer’s responsibility to keep any Personal Data provided to Whinstone up to date and the Customer warrants and undertakes to Whinstone that all of its Personal Data and contact details are accurate and complete.

7.8. Whinstone may pass the Customer’s Personal Data to Whinstone affiliates and to any third-party suppliers Whinstone may use to provide services that involve processing data on Whinstone’s behalf for the purpose of providing the Services and as contemplated by the terms of this Agreement; provided, however, that Whinstone shall be responsible for any breach of the obligations set forth in this Clause 7 by such affiliates and third party suppliers.

8. LIABILITY, REPRESENTATIONS, WARRANTIES, AND INDEMNIFICATIONS

8.1. Both Parties represent and warrant that they have the right and capacity to enter into this Agreement and fully perform their respective obligations hereunder;

8.2. Whinstone shall perform the Services as described herein and shall provide the Services in a professional manner consistent with industry standards.

8.3. Whinstone hereby agrees to indemnify and hold harmless the Customer and any of its managers, owners, successors, licensees and assignees, from any and all losses, costs, liabilities, damages and expenses, including but not limited to, reasonable attorney fees resulting from any breach of any obligations, representation, warranty and/or covenant under this Agreement. Notwithstanding any provisions herein, Whinstone agrees to indemnify the Customer for any losses directly or indirectly caused by negligence or intentional or willful misconduct of Whinstone in its performance of obligations under this Agreement, including but not limited to, faulty operations, bad design, or misuse of the facilities in the datacenter.

Doc ID: 0576fabd07d3641e2b98c7a9e3e9486c652860cc
RHOD-BK-00015544

8.4. If electrical supply is suspended for five (5) or more consecutive days, or more than seven (7) days in any twelve (12) month period due to any cause other than due to Force Majeure event, the Customer is entitled to suspend or terminate this Agreement by giving a written notice to Whinstone. Written notice will be signed and emailed to Whinstone, and a physical copy will be sent to Whinstone's registered address. The timestamp of the email will be considered the date of the receipt of such notice. If the Customer terminates this Agreement for the aforementioned reason, Whinstone shall pay for the costs to decommission, clean, package onto pallets and for the shipping cost to transport all Customer's Customer Equipment to a new location.

8.5. Neither Party excludes or limits its liability to the other Party for:

8.5.1. death or personal injury caused by its negligence;

8.5.2. fraud or fraudulent misrepresentation.

8.6. Subject to Clauses 6, 8.5, 8.7, and claims for outstanding payment, the aggregate liability of each Party to the other in contract, tort (including negligence), for breach of a statutory duty or otherwise arising under or in connection with this Agreement or its subject matter shall be limited to a sum equal to the greater of: (i) the aggregate charges payable by the Customer to Whinstone in the twelve-month period immediately prior to the date on which the cause of action first arose or, if the Agreement had been in force for less than twelve months at that date, the annualized amount of the charges payable by that date; and (ii) USD $250,000.

8.7. Subject to Clause 8.5 but notwithstanding anything else in this Agreement, the aggregate liability of:

8.7.1. the Customer to Whinstone for damage to property, in contract, (including negligence) or otherwise arising under or in connection with this Agreement shall be limited to a sum equal to the aggregate charges payable by the Customer to Whinstone in the twelve-month period immediately prior to the date on which the cause of action first arose or, if the Agreement has been in force for less than twelve months on such date, the annualized amount of the charges payable by that date; and

8.7.2. Whinstone to the Customer for damage to property, in contract, tort (including negligence) or otherwise arising under or in connection with this Agreement shall be limited to a sum equal to the aggregate charges payable by the Customer to Whinstone in the twelve-month period immediately prior to the date on which the cause of action first arose or, if the Agreement has been in force for less than twelve months on such date, the annualized amount of the charges payable by that date.

8.8. In no event will Whinstone have any liability for non-provision or delay in the provision of the Services which:

8.8.1. can be reasonably attributed to the acts or omissions of the Customer, its affiliates, employees, workers, sub-contractors, agents or customers including but not limited to failure to provide complete, accurate information in a timely manner for Whinstone;

8.8.2. arises from or as a consequence of use of the Services other than in accordance with the express terms of this Agreement; and/or

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015545

8.8.3. occurs during any period of suspension in accordance with Clause 12, provided, however, that this Clause 8.8 shall not apply in the case of willful misconduct or negligence by Whinstone, its affiliates, employees, workers, sub-contractors or agents.

8.9. The Customer acknowledges that Whinstone would not enter into this Agreement at the prices herein without the foregoing limitations of liability. Each Party acknowledges that the allocation of risk in this Agreement (including the exclusions and limitations set out in this Clause 8) has been freely negotiated at arm's length and is regarded by it as reasonable. The Customer acknowledges that it has had an opportunity to consider adequate insurance cover and to obtain professional advice in relation to this Clause 8.

8.10. Whinstone shall not be liable for any claim arising under this Agreement unless the Customer gives Whinstone written notice of the claim within twelve months of becoming aware of the circumstances giving rise to the claim.

8.11. Whinstone shall maintain minimum general business liability insurance in the amount of ten million US Dollars per occurrence or replacement value of the Customer's Customer Equipment, whichever is lower. This coverage will not include business income interruption coverage. The Customer is responsible for insuring their equipment and business income interruption insurance.

8.12. Whinstone represents to the Customer that it has secured rights to at least 100 acres of leased land for two years for the Data Center and secured for commercial access up to one (1) gigawatt of aggregated electricity that can be delivered to the Data Center, of which a portion of that may be incrementally offered to the Customer under an Extended Term.

9. ASSIGNMENT

9.1. This Agreement and all rights and obligations hereunder, in whole or in part, may be assigned or transferred by the Customer without the prior written consent of Whinstone. The Customer shall provide prompt written notice to Whinstone of any such assignment or transfer. Following such assignment or transfer, but provided that the Customer has provided written notice thereof to Whinstone, (i) the assignee or transferee shall assume and be liable to Whinstone for the full and faithful performance of all of the Customer's obligations under this Agreement and be considered the "Customer" for all purposes under this Agreement and (ii) Rhodium JV LLC shall have no further liability to Whinstone..

9.2. Whinstone may, upon receipt of the Customer's prior written consent, assign, sub-license or deal in any other manner with this Agreement or any rights under the Agreement, or sub-contract any or all of any or all of obligations under this Agreement to one or more of its affiliates or to any third party upon a sale of all or substantially all of its assets and will provide notice to the Customer of any such assignment, provided, however, that the Customer is provided with the Services under the same terms and conditions as those of this Agreement until the expiration of the Initial Term or the relevant Extended Term, as the case may be, of this Agreement.

10. FORCE MAJEURE

10.1. Neither Party shall in any circumstances be liable to the other for any loss of any kind whatsoever including any damages whether directly or indirectly caused or incurred by the

Doc ID: 0576fabd07d364f2b98c7a9e3a9486c52860acc
RHOD-BK-00015546

other Party by reason of any failure or delay in the performance of its obligations hereunder which is due to Force Majeure.

10.2. If either of the Parties becomes aware of circumstances of Force Majeure which give rise to or which are likely to prevent the performance of any obligations on its part, it shall as soon as reasonably possible and in any event within five (5) Business Days after commencement of the Force Majeure serve notice in writing on the other Party specifying the nature and extent of the circumstances giving rise to Force Majeure.

10.3. If either Party is prevented from performance of substantially all of its obligations by Force Majeure for more than two (2) months in total, the other Party may terminate this Agreement by giving notice in writing to the other Party at any time, in which case neither Party shall have any liability to the other except that rights and liabilities which accrued prior to such termination shall continue to subsist.

11. NOTICES

11.1. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt, or (a) personal delivery to the Party to be notified, (b) when sent, if sent by electronic mail or facsimile during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the respective Parties at their address as set forth below, or to such e-mail address, as subsequently modified by written notice given in accordance with this Clause 11 herein:

11.2. The addresses of the parties for the purposes of Clause 11.1 are:

11.2.1. Whinstone US, Inc.

2721 Charles Martin Hall Road
Rockdale, Texas 76567
Marked for the attention of: Lyle Theriot
Email: Lyle.Theriot@whinstone.us
Attention: Lyle Theriot

11.2.2. Rhodium JV LLC.

7546 Pebble Drive
Fort Worth, Texas 76118
Marked for the attention of: Cameron Blackmon
Email: cameronblackmon@imperiumpartners.io
Attention: Cameron Blackmon

11.3. In proving service, it shall be sufficient to prove that the envelope containing such notice was addressed to the address of the relevant party set out in Clause 11.2 (or as otherwise notified by that party under this Clause) and delivered to that address.

12. SUSPENSION OF SERVICE

12.1. Whinstone reserves the right to suspend the Services for the following reasons:

12.1.1. to carry out Maintenance with the prior written consent of the Customer;

Doc ID: 0876fa8e96c274b2be8c744ce8858a4d38b8acc

12.1.2. to make any modification, change, addition to, or replacement of, the Whinstone Equipment or any part of the IP Connection Service or the Services where this is required to conform with any applicable safety, statutory or legal requirements, provided that such modification, change, addition or replacement does not detract from, reduce or impair the overall quality or performance of the Services with prior written consent of the Customer;

12.1.3. where the Customer fails to pay any undisputed Charges in accordance with Clause 3;

12.1.4. where Whinstone is obliged to comply with an order, instruction or request of Government, court, law enforcement agency or other competent administrative or regulatory authority, in which case Whinstone shall provide notice to the Customer as soon as possible, and cooperate with the Customer to mitigate losses or take other appropriate actions;

12.1.5. in an emergency; or

12.1.6. where Whinstone has reason to terminate this Agreement in accordance with its terms.

12.2. Where suspension of the Services is necessary in accordance with the provisions of Clause 12.1.2, Whinstone will carry out such work as Scheduled Maintenance but in circumstances where this is not possible, Whinstone shall use all reasonable endeavors to perform such work between the hours of midnight and 6am and shall restore the Services as soon as reasonably practical in the circumstances.

12.3. If Whinstone exercises its right of suspension under this Clause, this will not exclude its right to terminate this Agreement later in respect of that or any other event, nor will it prevent Whinstone claiming damages from the Customer in respect of any breach.

13. TERMINATION

13.1. This Agreement shall commence on the Effective Date and shall continue for a period of One hundred twenty (120) months from the RFU Date ("**Initial Term**") unless and until terminated in accordance with this Clause 13.

This Agreement shall be automatically extended for a period of 12 months ("**Extended Term**") at the end of the Initial Term and at the end of each Extended Term. The Customer can terminate the contract at the end of the twelfth month of the Initial Term or any Extended Term with no penalty by notifying Whinstone in writing sixty (60) days prior to the end of the contract. Unless notified in writing of termination by the Customer as mentioned above, the Customer contract will renew automatically for an additional twelve (12) months under the same conditions.

13.2. Customer Elected Termination. Whinstone understands and agrees that the Customer shall have the right to elect not to provide a RFU Notice in relation to this Agreement. If no RFU Notice is provided to Whinstone prior to June 1, 2028, this Agreement shall be considered terminated with immediate effect and any rights or obligations of either Party under this Agreement shall be null and void.

13.3. Termination for Cause. Either party (the "**Non-Defaulting Party**") may terminate this Agreement (without prejudice to its other rights and remedies) with immediate effect by written notice to the other party (the "**Defaulting Party**") if:

13.3.1. the Defaulting Party commits a material breach of any of its material obligations under this Agreement (including failing to pay any sums payable under this Agreement by the due date) and if the breach is capable of remedy, fails to remedy it during the period of 30

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c652860acc
RHOD-BK-00015548

days starting on the date of receipt of notice from the Non- Defaulting Party specifying the breach and requiring it to be remedied; or

13.3.2. the Defaulting Party becomes insolvent including being unable to pay its debts as they fall due and/or that the value of its assets is less than the amount of its liabilities, taking into account its contingent and prospective liabilities, proposes an individual, company or partnership voluntary arrangement, has a receiver, administrator or manager appointed over the whole or any part of its business or assets; if any petition shall be presented, order shall be made or resolution passed for its winding up (except for the purpose of a bona fide amalgamation or reconstruction), bankruptcy or dissolution (including the appointment of provisional liquidators/interim receivers or special managers); if it shall otherwise propose or enter into any composition or arrangement with its creditors or any class of them; if it ceases or threatens to cease to carry on business or if it claims the benefit of any statutory moratorium; or

13.3.3. the Defaulting Party suffers, or there occurs in relation to that party, any event which is analogous to any of the events referred to in Clause 13.2.2 in any part of the world.

13.3.4. In the case that the Customer terminates this Agreement due to Whinstone's failure to cure a default, or the matters specified in Clause 13.3 or 13.4, Whinstone will pay for the costs to decommission, clean, package onto pallets and ship the Customer equipment to a new location. Whinstone will also pay Customer's lost revenue from mining resulting from such termination converted to US dollars, which shall be calculated based on the average market price of the mined digital asset and mining difficulty levels for a period of four calendar weeks from the date of the termination.

13.4. It is in the best interest of both Parties to pursue all reasonable efforts to remedy any issues with the Services or Service Level Agreement without termination or penalties. In cases of negligence or failure to maintain the Service Level Agreement for more than two (2) consecutive months, the Customer shall be entitled to the right to terminate the Agreement.

13.5. If Whinstone fails to install all of the Customer Equipment within 60 days of the RFU Date, the Customer shall be entitled to terminate or suspend the Agreement, and Whinstone shall refund the customer the 90% of the installation charges.

13.6. Either Party may terminate this Agreement with immediate effect by written notice and without further obligation or liability to the Customer if required by any law enforcement or other government or regulatory organization or authority or by the courts.

13.7. All rights and obligations of the Parties shall cease to have effect immediately upon termination of this Agreement, except that termination shall not affect:

13.7.1. accrued rights and obligations of the Parties at the date of termination; and

13.7.2. the continued survival and validity of the rights and obligations of the Parties under Clauses 7, 8, this Clause 13.4 and Clauses 15, 17 and 19 and any other provisions of this Agreement necessary for the interpretation or enforcement of this Agreement.

13.8. For the avoidance of doubt, save where otherwise agreed in writing between the Parties, termination of any Services at a site does not constitute termination of this Agreement, and, where this Agreement has been terminated in accordance with its terms, all Services will automatically terminate upon such termination.

13.9. Upon termination of this Agreement, the Customer shall at its own cost and expense return to Whinstone all IP addresses provided to it by Whinstone.

Doc ID: 0576bfab07d364f2b98c7a9e3e9486c52860acc
0576bfab07d364f2b98c7a9e3e9486c52860acc

RHOD-BK-00015549

14. ANTI-BRIBERY AND CORRUPTION

Each Party warrants and represents that it has not and will not carry out any act that could be an offense under anti-bribery laws.

15. APPLICABLE LAW

This Agreement shall be governed by Texas Law and the parties hereby submit to the exclusive jurisdiction of the Texas courts.

16. GENERAL

16.1. No failure or delay of either Party in exercising its rights hereunder (including the right to require performance of any provision of this Agreement) shall be deemed to be a waiver or release of such rights. Any waiver or release must be specifically granted in writing signed by the Party waiving its rights and shall:

16.1.1. be confined to the specific circumstances in which it is given;

16.1.2. not affect any other enforcement of the same or any other right; and

16.1.3. unless it is expressed to be irrevocable, be revocable at any time in writing.

Any single or partial exercise of any right, power or remedy provided by law or under this Agreement shall not preclude any other or further exercise of it or the exercise of any other right, power or remedy.

16.2. If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:

16.2.1. the legality, validity, or enforceability in that jurisdiction of any other provision of this Agreement; or

16.2.2. the legality, validity, or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

16.3. All work performed by Whinstone under this Agreement shall be performed as an independent contractor and not as an agent of the Customer and neither Party shall be, nor represent itself to be, the employee, agent, representative, partner or joint venture of the other. Neither Party shall have the right or authority to assume or create an obligation on behalf of or in the name of the other or to otherwise act on behalf of the other. The performing Party shall be responsible for its employees' compliance with all applicable laws, rules, and regulations while performing work under this Agreement.

16.4. No modification, amendment or other change may be made to this Agreement or any part thereof unless reduced to writing and executed by authorized representatives of Whinstone and the Customer. Unless expressly so agreed, no modification or variation of this Agreement shall constitute or be construed as a general waiver of any provisions of this Agreement, nor shall it affect any rights, obligations or liabilities under this Agreement which have already accrued up to the date of such modification or waiver, and the rights and obligations of the Parties under this Agreement shall remain in full force and effect, except and only to the extent that they are so modified or varied.

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c652860acc
RHOD-BK-00015550

17. ENTIRE AGREEMENT

17.1. This Agreement constitutes the entire understanding between the Parties concerning the subject matter of the Agreement and supersedes any previous agreement or understanding between the Parties in relation to the subject matter.

17.2. With effect from the date of this Agreement all Services shall be provided solely in accordance with the terms of this Agreement and all prior agreements and understandings between the Parties in relation to the same shall be deemed terminated from the date hereof. Save in respect of rights and liabilities arising prior to such date, all such prior agreements and understandings shall cease to be of effect from the date of signature of this Agreement. In no event shall the pre-printed terms and conditions found on any Customer purchase order, acknowledgement, or other form be considered an amendment or modification of this Agreement, even if such documents are signed by representatives of both Parties; such pre- printed terms and conditions shall be null and void and of no force and effect.

17.3. Each Party acknowledges and agrees that in entering into the Agreement or in amending any part of this Agreement, it has not relied on any statement, representation, warranty, understanding, undertaking, promise or assurance (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in the Agreement. Each Party irrevocably and unconditionally waives all claims, rights and remedies which but for this clause it might otherwise have had in relation to any of the foregoing.

17.4. Nothing in Clauses 17.1 to 17.3 (inclusive) shall limit or exclude any liability for fraud.

18. COUNTERPARTS

18.1. This Agreement shall be executed in two originals, each Party shall retain one original respectively This Agreement shall not be effective until each of the Parties has executed at least one counterpart.

18.2. Each counterpart shall constitute an original, but all the counterparts shall together constitute one and the same instrument.

19. THIRD PARTIES

It is agreed that this Agreement is not intended to and does not give to any other person who is not a party to this Agreement any rights to enforce directly any provisions contained in this Agreement except for any person to whom the benefit of this Agreement is assigned or transferred in accordance with Clause 9.

20. FURTHER ASSURANCE

Each Party shall, if requested by the other Party and at the other Party's cost, execute or cause to be executed all documents and do or cause to be done all further acts and things as may be necessary in order to vest in and secure to the other Party and its successors in title the full benefit of the assets, rights and benefits to be transferred or granted to the other Party under this Agreement and for the protection and enforcement of the same and otherwise to give effect to this Agreement and to the rights and obligations contained within this Agreement.

Doc ID: 0576fabd07d364f2b98c7a9e3a9486c652860acc
0576fabd07d364f2b98c7a9e3a9486c652860acc
RHOD-BK-00015551

The Agreement shall come into force from the seal or signature date by both Parties. This Agreement is made out in two original copies, one copy to be held by each Party in witness thereof.

CUSTOMER:

On behalf of Rhodium JV LLC,
By: Imperium Investments Holdings LLC
Its: Manager

x Cameron Blackmon

By: Cameron Blackmon

Its: Manager

Date: 06 / 30 / 2020

WHINSTONE:

On behalf of Whinstone US, Inc.

x Chad Everett Harris

Name: Chad Everett Harris

Title: Director

Date: 07 / 09 / 2020

Doc ID: 0876fade96d2[illegible]cc

EXHIBIT 1

Doc ID: 0876fade9d624d22be64744ce0955a4d7e8da

New Hosting Service Agreement No. #R-5MW-003

THIS AGREEMENT (defined below) shall be effective upon the date of receipt of the electronic signature by Whinstone US, Inc.

BY AND BETWEEN

Whinstone US, Inc., a company having its registered office located at 2721 Charles Martin Hall Road, Rockdale, Texas 76567("**Whinstone**")

AND

Rhodium JV LLC of 7546 Pebble Drive, Fort Worth, Texas 76118, (the "**Customer**").

Whinstone and the Customer are referred to individually as "**Party**" and collectively as "**Parties**".

WHEREAS

(A) Whinstone wishes to provide electrical power at its site under the terms and conditions contained in this New Hosting Service Agreement entered into by and between the Parties as of the seal or signature date of both Parties with a Ready For Use ("**RFU**") Date to be set by the Customer no sooner than thirty (30) days from the date of the RFU Notice (as hereinafter defined); and

(B) The Customer desires to utilize Whinstone's services and intends operate 5 MW of Miners and immersible equipment on Whinstone's property in Rockdale, Texas.

NOW THEREFORE, the parties hereby agree as follows:

1. DEFINITIONS

1.1. In this Agreement the following words and expressions shall have the meanings set out below. Additional terms may be defined in the context of particular provisions of this Agreement:

"**Agreement**" means these terms and conditions, any orders placed under them, and any amendments or additions or replacements to any of the aforementioned;

"**AUP**" or "**Acceptable Usage Policy**" means Whinstone Acceptable Usage Policy from time to time which, at the date of this Agreement, is set out in a Schedule to this Agreement;

"**Advanced Remote Hands Service**" means repair and maintenance services that require taking Customer Equipment off rack as detailed in Clause 2.4 below;

"**Background IP**" shall have the meaning set out in Clause 6.5 below;

"**Basic Remote Hands Service**" means repair and maintenance services performed without taking Customer Equipment off rack as detailed in Clause 2.3 below;

"**Business Day**" means a day which is not a Saturday, Sunday or a public holiday in the United States;

"**Capital Expenditure**" shall have the meaning ascribed to that term in Clause 3.14.1 below.

"**Confidential Information**" means the terms of this Agreement and all information whether in written or any other form which has been or may be disclosed in the course of the discussions leading up to the entering into or performance of this Agreement and which is identified as confidential or is clearly by its nature confidential including information relating to this Agreement or the Services, data used or generated in the provision of the Services, or any of Customer's products, operations, processes, plans or intentions, know- how, trade secrets, market opportunities, customers and business affairs;

"**Customer Equipment**" means the Customer's Miners and other Customer equipment installed in the Licensed Area;

"**Data Center**" means the Whinstone leased site located at the former Alcoa Rockdale Energy Sandow Mine facility in Rockdale, Texas;

"**Data Center Rules**" means the rules applying to the Customer's use of the Data Center;

"**Data Protection Laws**" means the laws and regulations governing the use of personal data;

"**Defaulting Party**" shall have the meaning set out in Clause 13.2 below;

"**Developed IP**" shall have the meaning set out in Clause 6.5 below;

"**Extended Term**" shall have the meaning set out in Clause 13.1 below;

"**Force Majeure**" means any event beyond the reasonable control of either or both of the parties including but without limitation to war, civil war, armed conflict or acts of terrorism or a public enemy or other catastrophes, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule or regulation or direction coming into force after the date of this Agreement, epidemics, pressure waves caused by devices traveling at supersonic speeds, nuclear accident, and acts of God and strikes, slowdowns, lockouts or other labor stoppages excluding employee(s) of Whinstone affecting third parties which in each case causes either party to be unable to comply with all or a material part of its obligations under this Agreement;

"**Hosting Service**" means service providing electrical power and ventilation to the Customer Equipment as detailed in Clause 2.2 below;

"**Initial Term**" shall have the meaning set out in Clause 13.1 below;

"**Intellectual Property**" means all intellectual property, including patents, utility models, trade and service marks, trade names, domain names, rights in designs, copyrights, moral rights, topography rights, rights in databases, trade secrets and know-how, in all cases whether or not registered or registrable and including registrations and applications for registration of any of these and rights to apply for the same, rights to receive equitable remuneration in respect of any of these and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world;

"**IP Connection Service**" means the connection to the Customer Equipment permitting communication with the Internet as specified in the Service Details;

"**Licensed Area**" means the Building C where the Customer Equipment will be placed;

Doc ID: 0576fabd07d364f2cb98c7a9e3e9486c52860cc
RHOD-BK-00015555

"**Maintenance**" means any work carried out by Whinstone in order to upgrade, improve or maintain the Service including any modification, change, addition or replacement which does not detract from, reduce or impair the overall quality or performance of the Service;

"**Miners**" means cryptocurrency mining machines, which are part of the Customer Equipment, which connect using the IP Connection Service and send computation results to the Mining Pool.

"**Mining Pool**" is the pooling of resources by Miners, who share their processing power over a network, to split the reward equally, according to the amount of work they contributed to the probability of finding a block.

"**Services**" collectively means Hosting Service, Basic Remote Hands Service, and Advanced Remote Hands Service, with the Hosting Service and Basic Remote Hands Service provided as needed to the Customer;

"**Service Details**" means service details in the format provided by Whinstone pursuant to which the Customer may request Services;

"**Party**" means Whinstone and the Customer (as the case may be) and shall include their permitted assignees and "**Parties**" shall mean both of them;

"**Pass Through Rate**" shall have the meaning set out in Clause 3.11.2 below;

"**Personal Data**" shall have the meaning as defined under the Data Protection Laws;

"**PPM Agreement**" shall have the meaning set out in Clause 3.11.2 below;

"RFU Date" means the Ready For Use Date, which is the date Whinstone will fully provide the Customer the Services;

"RFU Notice" means the written notice provided by the Customer to Whinstone setting the Ready For Use Date. This RFU Notice shall be provided to Whinstone no less than thirty (30) days prior to the Ready For Use Date set forth in the RFU Notice.

"**Representatives**" means, in relation to any party, its officers, employees and agents;

"**Scheduled Maintenance**" means Maintenance that is: (i) carried out between the hours of 12:00 am to 6:00 am; and (ii) notified to the Customer at least five (5) Business Days in advance;

"**Specified Power Draw**" shall have the meaning set out in Clause 3.13 below;

"**Whinstone Equipment**" means any equipment which is supplied by or on behalf of Whinstone to the Customer for the purpose of providing the Services and includes any equipment specified in Service Details; and

1.2. In the event of any conflict between any of the documents referred to in this Clause 1.2, they shall be given the following order of priority:

1.2.1. the terms of the relevant Service Details;

1.2.2. the terms set out in this Agreement; and

1.2.3. the terms set out in the AUP.

Doc ID: 0576fabd96624d22b8647446e8553a4d3f0da

1.3. In the Agreement:

1.3.1. references to Clauses, paragraphs and subparagraphs are references to clauses, paragraphs, subparagraphs of or to this Agreement;

1.3.2. the headings contained in this Agreement are for convenience only and shall not influence the interpretation of this Agreement;

1.3.3. any reference to a statute, statutory provision, subordinate legislation, code or guideline ("legislation") is a reference to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation.

1.4. Whinstone and the Customer each represents and warrants to each other that it has the power to enter into, exercise its rights under and perform and comply with its obligations under this Agreement and all actions, conditions and things required to be taken, fulfilled and done by it to so enter into, exercise its rights under and perform and comply with its obligations under this Agreement and ensure that those obligations are valid, legally binding and enforceable have been taken, fulfilled and done.

2. SERVICE DESCRIPTION

2.1. Data Center Facilities

2.1.1. Whinstone will provide an installation environment for the Customer Equipment including, but not limited to, the Licensed Area in two buildings, rack systems, electricity supply (including PDU), transforming equipment, free air cooling (including evaporative cooling and single phase liquid cooling), smoke detection, IP Connection Service and physical security. Physical security includes 24-hour patrol, camera security, and a fence around the Licensed Area.

2.1.2. Whinstone shall grant the Customer, free of charge, escorted access to the property in Rockdale, TX for equipment inspections, installation, removal, additions, subtractions or physical maintenance by prior appointment.

2.1.3. With written prior consent of the Customer, Whinstone may relocate the Customer Equipment within the Data Center or to another facility operated by Whinstone provided that there are no changes to the terms of this Agreement. Any such relocation of the Customer Equipment will be carried out by Whinstone. Any costs incurred in relation to such relocation will be borne by Whinstone. The Customer shall reserve the right to inspect the new facility beforehand.

2.1.4. When the Customer visits the property in Rockdale, TX or accesses the Data Center network remotely the Customer shall at all times comply with the Data Center Rules that have been provided to the Customer in advance; provided, however, that the Customer shall only be obligated to comply with such Data Center Rules to the extent that they are reasonable. Whinstone shall provide the Customer a copy of the Data Center Rules and shall send a new copy if there are any changes made therein.

2.1.5. Whinstone represents and warrants that building or other permits, city inspection, or certification is not required with regard to providing services under this Agreement.

2.1.6. Whinstone represents and warrants that the Data Center has been certified by the Texas Comptroller of Public Accounts as, and is presently publicly registered with the Texas Comptroller as a "Qualifying Data Center" within the meaning of the Texas Tax Code Section 151.359 and the rules promulgated thereunder, and, as such, is entitled to claim an exemption from the Texas state sales tax for qualifying purchases. Whinstone

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c652860cc
RHOD-BK-00015557

covenants and agrees that the Data Center shall remain certified by and publicly registered with the Texas Comptroller as a "Qualifying Data Center" during and throughout the Initial Term.

2.2. Overview of Hosting Service

Whinstone shall be responsible for the following:

2.2.1. License of the Licensed Area.

2.2.2. Provision of the cabling for a connection to the IP Connection Service by way of a CAT 5e Ethernet cable.

2.2.3. Escorted access by the Customer's employees to the Customer Equipment at any time from 10 am to 5 pm Monday through Friday.

2.2.4. Monitored alarm and security call out service.

2.2.5. Physical Security: The facility will be surrounded by fencing and monitored by security cameras. Whinstone shall implement access control policies to ensure non-authorized persons are not able to enter the facility. Armed personnel will be onsite at all times.

2.2.6. IT Security: Whinstone will install a firewall and implement an IT security policy to prevent unauthorized access physically or remotely, viruses and ransomware. However, the Customer shall have the right to install its own firewall and implement its own security policies in the place of or in addition to Whinstone as mutually agreed to by both parties.

2.2.7. Fire detection and alarm system.

2.2.8. Equipment parts storage and inventory management.

2.2.9. After the RFU Date, acceptance of delivery of the Customer Equipment between 10:00 am to 4:00 pm on Business Days, subject to two (2) Business Days' notice to Whinstone, to be stored prior to installation.

2.2.10. Whinstone will be solely responsible for handling any complaints from third parties with respect to the noise from the Customer Equipment and shall hold the Customer harmless from any responsibility or costs arising out of or in relation to such complaints.

2.2.11. Whinstone will install all Customer Equipment on the data center racks, provide power and internet connection within thirty days of RFU Date. Installation includes unpacking, assembly and installation, LAN cable and power connection, initial setting, and garbage disposal.

2.2.12. Whinstone will provide stable power supply to the Customer's equipment at 240V. The equipment's power consumption may be adjusted by following instructions from the manufacturer. Whinstone will comply with any request from the Customer to adjust the power consumption if the total power consumption of all Customer equipment does not exceed the Specified Power Draw, or fall below eighty percent (80%) of the Specified Power Draw, unless both Parties mutually agree to do so.

2.2.13. Whinstone will follow the Service Level Agreement in Clause 4 and make its best efforts to ensure:

i. Average air intake temperature into the Customer's Miners is not greater than 30 degrees Celsius by maintaining sufficient airflow, preventing mixing of cool and

Doc ID: 0576fabb97d3641b2b98c749e3e9486c652860cc
RHOD-BK-00015558

hot exhaust air from the equipment in the data center, and using evaporative cooling;

ii. Filters are used in the air intake system of the data center facility, and the air inside the data center is free of dust, insects, corrosion, precipitation and condensation.

iii. Intake and exhaust fans are free of obstruction or debris.

2.2.14. Whinstone will label all the Customer Equipment, cables, replacement parts to track inventory, replacement parts, and to make Basic Remote Hand Service the most efficient.

i. Whinstone will reference Miners with a unique identifiable identification number when giving reports to the Customer;

ii. For equipment other than Miners which may not have a unique ID number, Whinstone will properly label and store the equipment separate from other customers in the data center.

2.2.15. Whinstone will provide monthly reports to the Customer. These reports shall contain a summary of monthly power draw as measured from power consumption meters and include appropriate billing owed to Whinstone by the Customer.

2.2.16. Whinstone will provide Basic Remote Hands Service at no extra charge as outlined in Clause 2.3.1 and will offer Advanced Remote Hands Service for additional cost as outlined in Clause 2.4.1.

2.2.17. Customers may inspect the site before shipping its equipment and supplies to bring the Customer's Miners online. Upon completion of the inspection, the Customer may reduce the Specified Power Draw cited in Clause 3.12.1 if the site does not meet Customer's expectations and reduce the Advanced Remote Hands Service fee by the same proportionate amount as the reduction of Specified Power Draw.

2.3. Basic Remote Hands Service

2.3.1. Basic Remote Hands Service is available twenty-four (24) hours a day, seven (7) days a week. Where requested by the Customer, Whinstone staff shall be available to perform the following tasks only on the instructions of the Customer in respect of the Customer Equipment:

i. Remote monitoring of equipment performance and status;

ii. Remote fault diagnosis;

iii. Pushing a button;

iv. Switching a toggle;

v. Power cycling (turning on/off) the Customer Equipment;

vi. Re-setting, rebooting the Customer Equipment;

vii. Securing cabling to connections

viii. Observing, describing and/or reporting to the Customer indicator lights or display information on machines or consoles;

ix. Cable organization;

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015559

x. Modifying basic cable layout, labelling and/or re-labelling of the Customer Equipment;

xi. Cable patching;

xii. Checking alarms for faults; and/or

xiii. Inserting/removing discs or equivalent storage devices into/ from the Customer Equipment.

2.4. Advance Remote Hands Service

2.4.1. The following Advanced Remote Hands Services are not included in the Basic Remote Hands Service but may be provided by Whinstone to the Customer on a best effort basis. Unless explicitly expressed in Clause 2.3.1, in cases of ambiguity between Advanced Remote Hands Services and Basic Remote Hands Services, Advanced Remote Hands Services shall come into effect if the Customer Equipment must be taken off the rack:

i. Installing applications or software to the Customer Equipment;

ii. Uploading of data to the Customer Equipment;

iii. Configuring the Customer Equipment operating system;

iv. Configuring any software or applications on the Customer Equipment;

v. Customer Equipment component fault diagnosis;

vi. Software component fault diagnosis;

vii. Rectifying problems caused by the Customer Equipment or software;

viii. Rectifying problems caused by the Customer; or

ix. Any service whatsoever requiring the opening of the outer casing of any of the Customer Equipment.

2.4.2. Communication for Advance Remote Hands Service shall be done via email or Whinstone's ticketing system. Whinstone will follow the Service Level Agreement as well as the work schedule specified in Clause 4.

2.4.3. Advanced Remote Hands Service shall be provided by Whinstone to the Customer for a fixed monthly fee as detailed in Clause 3.12, separately from Hosting Fees which includes only the Basic Remote Hands Service.

3. CHARGES AND PAYMENTS

3.1. In consideration of the provision of the Services, the Customer shall pay charges in accordance with this Clause 3.

3.2. Whinstone shall issue a monthly invoice to the Customer no later than the tenth day of the following month containing all charges and fees for providing the Services under this contract, including the Hosting Fees prepayment under 3.11.2. The Customer shall pay the undisputed amounts of such invoice no later than the last day of the month in which the Customer receives it.

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c652860acc
RHOD-BK-00015560

3.3. If the Customer requests Whinstone to provide any services other than contemplated in this Agreement, Whinstone shall be entitled to invoice the Customer for any and all changes to such services pursuant to the agreement between the parties.

3.4. If either Party fails to pay any amount owed under this Agreement by the dates set forth herein:

3.4.1. The Party to receive payment shall be entitled but not obliged to charge the Customer interest at a rate of 5% per year on the overdue amount commencing 14 business days after the due date up to the date of actual payment.

3.4.2. Actual power consumption is measured at the end of each month, and a credit or debit is applied toward the next hosting fee prepayment invoice. If the credit or debit is not paid or applied on that invoice, the Party to receive payment shall be entitled but not obliged to charge the other Party interest 5% per year on the overdue amount commencing 14 business days after the due date of the invoice to the date of actual payment.

3.5. All charges and payments referred to in this Agreement are inclusive of sales tax (if applicable) and all similar taxes and duties payable in respect of such payments. To the extent that additional tax is properly chargeable to the Customer, the Customer shall pay at the time that the payment becomes due.

3.6. All amounts due under this Agreement shall be paid in accordance with all work performed and services provided. In the event that the Parties change the scope of the services, Whinstone and the Customer will agree on all billing changes and handle each credit or debit once there is a mutual agreed amount.

3.7. In the event of any failure by either Party to make full payment to the other Party of any and all amounts due pursuant to this Agreement, the Party owing payment shall be responsible for all costs and expenses which the other Party reasonably incurs in collecting such amounts.

3.8. The Parties may combine charges and invoices and offset any amounts owed to the other Party.

3.9. This Clause intentionally left blank.

3.10. Installation Fees

3.10.1. This Clause intentionally left blank.

3.10.2. Installation is considered complete when the Miner is seen remotely connecting to the Mining Pool and sending computation. In cases of faulty equipment, installation will be considered complete when Whinstone diagnoses the fault, sends a report to the Customer, and completes installation of alternative equipment.

3.10.3. This Clause intentionally left blank.

3.11. Hosting Fees

3.11.1. The Hosting Fees cover all services and items specified in this Agreement except for Advanced Remote Hands Service in Clause 3.12 and is calculated based on the power consumption of the Customer Equipment and shall not include Whinstone's own equipment (PUE) or the equipment of Whinstone's other customers.

3.11.2. The Hosting Fee rate is the lesser of either (i) $0.01705 USD or (ii) the "Pass Through Rate" as hereinafter defined. As used herein, the "**Pass Through Rate**" is defined as the lesser of either (i) the "Net Effective Rate" as that rate is defined and calculated in the

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c652860cc
RHOD-BK-00015561

Pro Forma Pricing Model attached as Attachment C to that certain Power Services Agreement entered into by and between Whinstone and Priority Power Management LLC on April 3, 2020 (the "**PPM Agreement**") or (ii) the exact price at which Whinstone is billed monthly for electricity provided to Customer per kilowatt-hour. The Hosting Fee rate shall remain unchanged for 3 (three) consecutive years under any Extended Term under Clause 13.1. Whinstone will install power consumption meters at the transformers.

3.11.3. Whinstone, to the best of its knowledge, confirms that the "Pass Through Rate" is presently $14.74 per Megawatt Hour as shown in the Pro Forma Pricing Model attached as Attachment C to the PPM Agreement, a materially accurate copy of which is attached hereto as Exhibit "1". Customer understands that this rate is variable.

3.11.4. Hosting Fee rate = $17.05 per Megawatt Hour or lower depending on the "Pass Through Rate" for 3 years, with the option to renew for the remainder of the Initial Term at the same pre-agreed upon terms seen in 3.11.2, in one year increments. Whinstone will invoice a 5,000 kW upon deployment of the Customer Equipment. Whinstone will require the payment to be made fifteen days prior to powering the Licensed Area.

3.12. Advanced Remote Hands Service Fee

3.12.1. Whinstone will invoice the Customer a fixed monthly fee of $1,667.00 (USD) for the Advanced Remote Hands Services based on a scale of 1317 Miners, or 5mW equivalent. Whinstone will invoice Advanced Remote Hands Services together with the Hosting Fees and the applicable period for services rendered shall be the same month as the Hosting Fees unless otherwise specified. Notwithstanding the prior sentence, until all Specified Power Draw is provided, and all the Miners have been installed, Whinstone will invoice the Customer for Advanced Remote Hands Services based on the average number of installed Miners during the prior month. This fixed monthly fee will be credited towards Customer's power bill in the result that there is greater than or equal to eighty percent (80%) of the Specified Power Draw at the rate specified in Clause 3.11.1

3.12.2. Whinstone will adhere to all sections of the Service Level Agreement in Clause 4 as well as those specifically detailed for the Advanced Remote Hands Service.

3.12.3. In the likely result that the Advanced Remote Hands Service Fee is not necessary for Customer because they are monitoring their own systems with on-site staff, Customer will elect, in writing, that this service is no longer needed. Upon election and acceptance from Whinstone, this fixed monthly fee will be waived indefinitely.

3.13. Specified Power Draw

3.13.1. Whinstone will provide the Customer with at least 5,000 kW (5) MW of power available for the Services by the RFU Date. As a minimum commitment, regardless of power consumption, the Customer shall pay for Hosting Fees for greater than or equal to eighty percent (80%) of the Specified Power Draw at the rate specified in Clause 3.11.1.

3.13.2. Customer and Whinstone agree, to the best of their ability, to be fair in negotiations and working to a mutually beneficial decision in the result of unforeseen circumstances.

For Purpose of Example and Reference, a cost of power calculation has been provided below based on $17.05/mWh ($0.01705/kWh), the "Hosting Fee rate"

30-day month: 5,000 kW * Hosting Fee * 24 hours * 30days = $61,380.00
31-day month: 5,000kW * Hosting Fee * 24 hours * 31days = $63,426.00

3.13.3. If Whinstone determines that the over-usage of power cannot be reasonably permitted, Whinstone reserves the right to require the Customer to remove or deactivate sufficient

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c652860acc
RHOD-BK-00015562

Customer Equipment to prevent such over-usage within 24 hours of notification, which will describe in detail the reasons for the removal or deactivation. Whinstone shall consult with the Customer in good faith before determining to remove or deactivate.

3.14. The Customer will pay to Whinstone the "Capital Expenditure" (as defined in the following sentence) not to exceed $800,000. The Capital Expenditure shall be paid in full to Whinstone no later than five (5) business days after the RFU Notice is provided. The "**Capital Expenditure**" is defined as the lesser of either (i) the actual costs of construction and buildout of the infrastructure, building and power requirements of the Licensed Area or (ii) Eight Hundred Thousand U.S. Dollars ($800,000.00 USD). No later than thirty (30) days after the the RFU date, Whinstone shall provide to Customer a full accounting of the actual costs of construction and buildout of the infrastructure, building and power requirements of the Licensed Area along with accurate receipts, bookkeeping, and proof of purchase for all invoices exceeding $5,000 per line item.

3.15. This Clause intentionally left blank.

3.16. Whinstone agrees that all costs of construction and buildout of the infrastructure, building and power requirements of the Licensed Area greater than $800,000 will be at the sole cost and expense of Whinstone. Whinstone agrees that, in the result of which this $800,000 is more than necessary for the Capital Expenditure, Whinstone will refund the remaining funds to Customer.

3.17. Whinstone represents and warrants that the Capital Expenditure and Hosting Fees shall be exempt from Texas state sales tax because the expenditures for which the Capital Expenditure and Hosting Fees will be allocated are qualifying purchases for a "qualifying data center" within the meaning of Texas Tax Code Section 151.359 and the rules promulgated thereunder. In the event that, at any time during the Initial Term, any Texas state sales tax should be assessed on any portion of the Capital Expenditure or any portion of the Hosting Fees, Whinstone shall pay such Texas state sales tax solely from its own funds and shall indemnify and hold harmless the Customer from any and all liability, charges, costs, assessments, fees, fines, penalties and interest arising out of such assessment.

3.18. Whinstone agrees that the Capital Expenditure allows Customer complete use of the Licensed Area for a continuous, uninterrupted period of ten (10) years, unless otherwise mutually agreed upon by both Parties in writing at a later date.

4. OPERATIONS AND SERVICE LEVEL AGREEMENT ("SLA")

4.1. Whinstone reserves the right to vary the technical specifications of the Services where necessary for operational reasons and without detracting from, reducing or impairing the overall quality or performance of the Services, after giving reasonable written notice to the Customer (except in the case of an emergency where notice is not possible; provided, however, that in such case, Whinstone shall provide notice to the Customer then as soon as reasonably possible).

4.2. Without prejudice to Clause 4.1, Whinstone reserves the right to, after providing the Customer with reasonable advance written notice (provided, however, that in the event of an emergency, as soon as reasonably possible) at any time to make any change, addition to or replacement of any part of the Services where this is required to conform with any applicable safety, statutory or legal requirement, provided that this does not detract from, reduce or impair the overall quality or performance of the Services.

4.3. The Customer may report any claims including failures of performance of the Services by Whinstone to the Whinstone support center at any time. Whinstone shall take all actions necessary to remedy such failures as soon as possible.

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015563

4.4. Interface or access to inventory, monitoring and Hashtrend software is provided to the Customer at no additional charge.

4.5. Uptime Guarantee

4.5.1. Whinstone guarantees an uptime percentage (percentage of time to maintain uninterrupted performance of the total Customer Equipment) of 96.35% and no more than 6 days of planned downtime due to loss of power, construction, or network outage.

4.5.2. Whinstone will not charge Customer for any power cost during the period of which there is interrupted performance of the total Customer Equipment.

4.5.3. Whinstone will give at least twenty-four (24) hours advance notice to the Customer via email before any datacenter downtime, or any downtime affecting more than one hundred (100) machines at one time.

4.5.4. If any unplanned event causes more than 10% of equipment to go offline, Whinstone will acknowledge the alert within 1 hour and report immediately to the Customer. Whinstone will attempt to begin remedy of the issue within 1 hour of alert acknowledgement and shall provide a full incident report within 5 business days of alert acknowledgement to the Customer.

4.6. Performance Guarantee

4.6.1. Whinstone will perform maintenance and repairs to ensure the total daily average hashrate of all machines does not fall by more than 5% below the Customer Equipment manufacturer's specified range.

4.6.2. If total hourly average hashrate of all Customer Equipment falls more than 10% compared to the previous hour, Whinstone will respond to the incident within 1 hour and provide a full incident report within 5 business days of the incident to the Customer.

4.6.3. Whinstone will make the best effort to employ a monitoring system to monitor uptime, performance and other machine metrics.

4.6.4. Whinstone shall maintain average hashrate overall for Customer Equipment within the tolerance range of the equipment manufacturer's specifications.

4.6.5. Whinstone shall acknowledge alerts from its monitoring system within 30 minutes and respond within 1 hour. If the problem cannot be corrected, the Customer Equipment affected will be place in a maintenance queue and reported to the Customer by the next business day.

4.6.6. Whinstone will reply to notices from the Customer on the same business day.

4.6.7. Whinstone shall maintain an intake temperature suitable for proper operation of the machines. If any machines do overheat, Whinstone shall turn them off as soon as possible and report the issue to the Customer.

4.7. Advanced Remote Hands Service

4.7.1. Whinstone will provide Advanced Remote Hands Service from 9 am to 9 pm, seven days a week. This service includes repairs, unracking/racking units, and replacement of parts such as hashboards, fans, controller boards.

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015564

4.7.2. If the hourly hashrate performance of a single Miner drops more than 10%, Whinstone will respond within 30 minutes, and attempt to repair or replace faulty parts and components within 1 hour. If the issue cannot be resolved within 1 hour, Whinstone will place the equipment into a maintenance repair queue.

4.7.3. Whinstone shall reduce the maintenance repair queue at all times it is not responding to any incidents.

4.8. Whinstone will sell electricity in lieu of providing electricity to the Customer if the Ercot Market profitability exceeds the 250% of the contract price. The profit will be distributed 100% to the Customer.

5. WHITELABELING OF SERVICES

The Customer may white label the Services and arrangements under this Agreement on a back-to-back basis to specifically named third parties upon thirty-day notification to Whinstone, and Whinstone shall accept such execution of this right provided there are no changes to the terms of this Agreement. Any requested changes to warranties, representations, obligations, or service levels to be provided by Whinstone shall be negotiated in good faith by the Parties. Unless prior arrangement is made, the Customer shall be responsible for billing and collection associated with any white label offering.

6. OWNERSHIP AND INTELLECTUAL PROPERTY

6.1. The Parties acknowledge and agree that the Customer Equipment is the sole property of the Customer. In no event shall Whinstone claim ownership of any of the equipment.

6.2. The Parties acknowledge and agree that any outcomes or productivities, including but not limited to, block chains, hash and digital currencies, generated from the operation of the equipment are the sole property of the Customer. In no event shall Whinstone claim the ownership of any of such outcomes or productivities.

6.3. Whinstone shall not sell or create any mortgage, lien, or any kind of encumbrance on the Customer Equipment, the Intellectual Property, or any outcomes or productivities owned by the Customer.

6.4. The Customer will have a non-transferable license to use any IP address allocated by Whinstone to the Customer for the duration of this Agreement. If this Agreement is terminated for any reason, the Customer's license to use the IP address shall automatically terminate.

6.5. Customer owns any Developed IP. "**Developed IP**" means any intellectual property other than Background IP created or discovered by the Parties in connection with this Agreement, including without limitation any reports Whinstone provides to Customer. "**Background IP**" means all intellectual property owned or licensed by a Party before starting services under this Agreement or independent of services under this Agreement. The Developed IP is a work made for hire for the Customer to the extent permitted by applicable law, and Customer retains all intellectual property rights in the Developed IP. To the extent that Whinstone or its personnel own any rights in the Developed IP, Whinstone assigns, or will procure the assignment of, all rights, title, and interest in the Developed IP to Customer. If applicable law prevents future assignments, Whinstone will assign, or will procure the assignment of, such rights as these are created. If applicable law prevents Whinstone from transferring ownership of any

Doc ID: 0576fabd96624f42be8647ee0553a4d1360a
RHOD-BK-00015565

Developed IP to Customer, Whinstone grants Customer a perpetual, irrevocable, exclusive, royalty-free, fully-paid, transferable, worldwide license, with the right to sublicense, to: (1) reproduce, prepare derivative works of, distribute, publicly perform, publicly display, and otherwise use such Developed IP; and (2) make, use, sell, offer for sale, import, export any component of, and otherwise dispose of such Developed IP. This agreement does not transfer any rights associated with Background IP, which will remain vested with their owners.

6.6 Whinstone will defend Customer and its affiliates, and indemnify them against liabilities in any third-party legal proceeding to the extent arising from an unaffiliated third party's allegation that Customer or its affiliate's use of the Services or any deliverable under this Agreement from Whinstone infringes or misappropriates the third party's Intellectual Property Rights.

7. CONFIDENTIALITY

7.1. The parties agree that Confidential Information:

7.1.1. shall be used solely for the purpose for which it was furnished in connection with performance of this Agreement;

7.1.2. shall be maintained in strict confidence and shall not be disclosed to third parties, provided, however, that Whinstone and the Customer may disclose Confidential Information to their respective affiliates and sub-contractors and their respective employees who need to have access to such Confidential Information for the purposes of providing the Services on the condition that Whinstone and the Customer shall procure compliance by such sub-contractors or affiliates and their respective employees with the terms of this Clause 7; provided, however, that Whinstone and the Customer shall be responsible for any breach of the obligations set forth in this Clause 7 by such sub-contractors or affiliates and their respective employees; and

7.1.3. upon termination of this Agreement shall be returned to the disclosing Party, together with all copies, or (at the disclosing Party's option) destroyed.

7.2. Any disclosure of Confidential Information permitted under Clause 7.1.2 shall be in confidence, and only be to the extent that any persons to whom the information is disclosed need to know the same for the performance of their duties and the receiving Party shall be obliged to procure that all such persons are aware of the obligation of confidentiality and undertake to comply with it.

7.3. The obligations of confidentiality and restricted use set out in Clauses 7.1 and 7.2 are not applicable to Confidential Information that:

7.3.1. was previously or becomes known to the receiving Party, free from any obligation to keep the same confidential (provided that Confidential Information disclosed in contemplation of the provision of the Services shall still remain subject to such obligations);

7.3.2. is or becomes generally available to the public, other than as a direct or indirect result of unauthorized disclosure by the receiving Party, its affiliates or a person engaged by the receiving Party or its affiliates contrary to their respective obligations of confidentiality;

7.3.3. is shown to have been independently developed by the receiving Party, its officers, employees, agents or contractors;

7.3.4. the Parties agree in writing that it need not be kept confidential; or

Doc ID: 0576bfab07d364f2cb98c7a9e3e9486c52860acc
RHOD-BK-00015566

7.3.5. is required to be disclosed by law or by regulation or by the order of any governmental authority or court provided that, to the extent permitted by law, prior to any disclosure, the receiving Party notifies the disclosing Party of the information to be disclosed and the circumstances in which the disclosure is alleged to be required as early as reasonably possible before such disclosure must be made and, at the disclosing Party's request and cost, assists the disclosing Party in avoiding or limiting any such disclosure.

7.4. Without prejudice to any other rights and remedies that the disclosing Party may have, the receiving Party agrees that if Confidential Information is used or disclosed or threatened to be used or disclosed other than in accordance with the terms of this Agreement, the disclosing Party shall, without proof of special damage, be entitled to seek an injunction, specific performance or other equitable relief for any actual or threatened breach of this Clause 7.

7.5. Notwithstanding Clause 7.1, Whinstone will request in writing to the Customer and request the Customer to participate in its advertising and/or promotional literature and other materials. The Customer has the right to opt out of any and all advertising request.

7.6. In order for Whinstone to provide the Services, the Customer will need to supply certain information or data. Where such information or data constitutes Personal Data, Whinstone will comply with the Data Protection Laws. The Parties shall duly observe and comply with all their obligations under the Data Protection Laws in relation to any Personal Data processed in connection with this Agreement and shall render such assistance and cooperation as is reasonably necessary or reasonably requested by the other Party in respect thereto.

7.7. It shall be the Customer’s responsibility to keep any Personal Data provided to Whinstone up to date and the Customer warrants and undertakes to Whinstone that all of its Personal Data and contact details are accurate and complete.

7.8. Whinstone may pass the Customer’s Personal Data to Whinstone affiliates and to any third-party suppliers Whinstone may use to provide services that involve processing data on Whinstone’s behalf for the purpose of providing the Services and as contemplated by the terms of this Agreement; provided, however, that Whinstone shall be responsible for any breach of the obligations set forth in this Clause 7 by such affiliates and third party suppliers.

8. LIABILITY, REPRESENTATIONS, WARRANTIES, AND INDEMNIFICATIONS

8.1. Both Parties represent and warrant that they have the right and capacity to enter into this Agreement and fully perform their respective obligations hereunder;

8.2. Whinstone shall perform the Services as described herein and shall provide the Services in a professional manner consistent with industry standards.

8.3. Whinstone hereby agrees to indemnify and hold harmless the Customer and any of its managers, owners, successors, licensees and assignees, from any and all losses, costs, liabilities, damages and expenses, including but not limited to, reasonable attorney fees resulting from any breach of any obligations, representation, warranty and/or covenant under this Agreement. Notwithstanding any provisions herein, Whinstone agrees to indemnify the Customer for any losses directly or indirectly caused by negligence or intentional or willful misconduct of Whinstone in its performance of obligations under this Agreement, including but not limited to, faulty operations, bad design, or misuse of the facilities in the datacenter.

Doc ID: 0576fabd07d3641e2b98c7a9e3e9486c652860cc
RHOD-BK-00015567

8.4. If electrical supply is suspended for five (5) or more consecutive days, or more than seven (7) days in any twelve (12) month period due to any cause other than due to Force Majeure event, the Customer is entitled to suspend or terminate this Agreement by giving a written notice to Whinstone. Written notice will be signed and emailed to Whinstone, and a physical copy will be sent to Whinstone's registered address. The timestamp of the email will be considered the date of the receipt of such notice. If the Customer terminates this Agreement for the aforementioned reason, Whinstone shall pay for the costs to decommission, clean, package onto pallets and for the shipping cost to transport all Customer's Customer Equipment to a new location.

8.5. Neither Party excludes or limits its liability to the other Party for:

8.5.1. death or personal injury caused by its negligence;

8.5.2. fraud or fraudulent misrepresentation.

8.6. Subject to Clauses 6, 8.5, 8.7, and claims for outstanding payment, the aggregate liability of each Party to the other in contract, tort (including negligence), for breach of a statutory duty or otherwise arising under or in connection with this Agreement or its subject matter shall be limited to a sum equal to the greater of: (i) the aggregate charges payable by the Customer to Whinstone in the twelve-month period immediately prior to the date on which the cause of action first arose or, if the Agreement had been in force for less than twelve months at that date, the annualized amount of the charges payable by that date; and (ii) USD $250,000.

8.7. Subject to Clause 8.5 but notwithstanding anything else in this Agreement, the aggregate liability of:

8.7.1. the Customer to Whinstone for damage to property, in contract, (including negligence) or otherwise arising under or in connection with this Agreement shall be limited to a sum equal to the aggregate charges payable by the Customer to Whinstone in the twelve-month period immediately prior to the date on which the cause of action first arose or, if the Agreement has been in force for less than twelve months on such date, the annualized amount of the charges payable by that date; and

8.7.2. Whinstone to the Customer for damage to property, in contract, tort (including negligence) or otherwise arising under or in connection with this Agreement shall be limited to a sum equal to the aggregate charges payable by the Customer to Whinstone in the twelve-month period immediately prior to the date on which the cause of action first arose or, if the Agreement has been in force for less than twelve months on such date, the annualized amount of the charges payable by that date.

8.8. In no event will Whinstone have any liability for non-provision or delay in the provision of the Services which:

8.8.1. can be reasonably attributed to the acts or omissions of the Customer, its affiliates, employees, workers, sub-contractors, agents or customers including but not limited to failure to provide complete, accurate information in a timely manner for Whinstone;

8.8.2. arises from or as a consequence of use of the Services other than in accordance with the express terms of this Agreement; and/or

Doc ID: 0576bfab07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015568

8.8.3. occurs during any period of suspension in accordance with Clause 12, provided, however, that this Clause 8.8 shall not apply in the case of willful misconduct or negligence by Whinstone, its affiliates, employees, workers, sub-contractors or agents.

8.9. The Customer acknowledges that Whinstone would not enter into this Agreement at the prices herein without the foregoing limitations of liability. Each Party acknowledges that the allocation of risk in this Agreement (including the exclusions and limitations set out in this Clause 8) has been freely negotiated at arm's length and is regarded by it as reasonable. The Customer acknowledges that it has had an opportunity to consider adequate insurance cover and to obtain professional advice in relation to this Clause 8.

8.10. Whinstone shall not be liable for any claim arising under this Agreement unless the Customer gives Whinstone written notice of the claim within twelve months of becoming aware of the circumstances giving rise to the claim.

8.11. Whinstone shall maintain minimum general business liability insurance in the amount of ten million US Dollars per occurrence or replacement value of the Customer's Customer Equipment, whichever is lower. This coverage will not include business income interruption coverage. The Customer is responsible for insuring their equipment and business income interruption insurance.

8.12. Whinstone represents to the Customer that it has secured rights to at least 100 acres of leased land for two years for the Data Center and secured for commercial access up to one (1) gigawatt of aggregated electricity that can be delivered to the Data Center, of which a portion of that may be incrementally offered to the Customer under an Extended Term.

9. ASSIGNMENT

9.1. This Agreement and all rights and obligations hereunder, in whole or in part, may be assigned or transferred by the Customer without the prior written consent of Whinstone. The Customer shall provide prompt written notice to Whinstone of any such assignment or transfer. Following such assignment or transfer, but provided that the Customer has provided written notice thereof to Whinstone, (i) the assignee or transferee shall assume and be liable to Whinstone for the full and faithful performance of all of the Customer's obligations under this Agreement and be considered the "Customer" for all purposes under this Agreement and (ii) Rhodium JV LLC shall have no further liability to Whinstone..

9.2. Whinstone may, upon receipt of the Customer's prior written consent, assign, sub-license or deal in any other manner with this Agreement or any rights under the Agreement, or sub-contract any or all of any or all of obligations under this Agreement to one or more of its affiliates or to any third party upon a sale of all or substantially all of its assets and will provide notice to the Customer of any such assignment, provided, however, that the Customer is provided with the Services under the same terms and conditions as those of this Agreement until the expiration of the Initial Term or the relevant Extended Term, as the case may be, of this Agreement.

10. FORCE MAJEURE

10.1. Neither Party shall in any circumstances be liable to the other for any loss of any kind whatsoever including any damages whether directly or indirectly caused or incurred by the

Doc ID: 0576fabd07d364f2b98c7a9e3a9486c52860acc
RHOD-BK-00015569

other Party by reason of any failure or delay in the performance of its obligations hereunder which is due to Force Majeure.

10.2. If either of the Parties becomes aware of circumstances of Force Majeure which give rise to or which are likely to prevent the performance of any obligations on its part, it shall as soon as reasonably possible and in any event within five (5) Business Days after commencement of the Force Majeure serve notice in writing on the other Party specifying the nature and extent of the circumstances giving rise to Force Majeure.

10.3. If either Party is prevented from performance of substantially all of its obligations by Force Majeure for more than two (2) months in total, the other Party may terminate this Agreement by giving notice in writing to the other Party at any time, in which case neither Party shall have any liability to the other except that rights and liabilities which accrued prior to such termination shall continue to subsist.

11. NOTICES

11.1. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt, or (a) personal delivery to the Party to be notified, (b) when sent, if sent by electronic mail or facsimile during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the respective Parties at their address as set forth below, or to such e-mail address, as subsequently modified by written notice given in accordance with this Clause 11 herein:

11.2. The addresses of the parties for the purposes of Clause 11.1 are:

11.2.1. Whinstone US, Inc.

2721 Charles Martin Hall Road
Rockdale, Texas 76567
Marked for the attention of: Lyle Theriot
Email: Lyle.Theriot@whinstone.us
Attention: Lyle Theriot

11.2.2. Rhodium JV LLC.

7546 Pebble Drive
Fort Worth, Texas 76118
Marked for the attention of: Cameron Blackmon
Email: cameronblackmon@imperiumpartners.io
Attention: Cameron Blackmon

11.3. In proving service, it shall be sufficient to prove that the envelope containing such notice was addressed to the address of the relevant party set out in Clause 11.2 (or as otherwise notified by that party under this Clause) and delivered to that address.

12. SUSPENSION OF SERVICE

12.1. Whinstone reserves the right to suspend the Services for the following reasons:

12.1.1. to carry out Maintenance with the prior written consent of the Customer;

Doc ID: 0876fa8e96c274b2be8c744ce8858a4d38b8acc
RHOD-BK-00015570

12.1.2. to make any modification, change, addition to, or replacement of, the Whinstone Equipment or any part of the IP Connection Service or the Services where this is required to conform with any applicable safety, statutory or legal requirements, provided that such modification, change, addition or replacement does not detract from, reduce or impair the overall quality or performance of the Services with prior written consent of the Customer;

12.1.3. where the Customer fails to pay any undisputed Charges in accordance with Clause 3;

12.1.4. where Whinstone is obliged to comply with an order, instruction or request of Government, court, law enforcement agency or other competent administrative or regulatory authority, in which case Whinstone shall provide notice to the Customer as soon as possible, and cooperate with the Customer to mitigate losses or take other appropriate actions;

12.1.5. in an emergency; or

12.1.6. where Whinstone has reason to terminate this Agreement in accordance with its terms.

12.2. Where suspension of the Services is necessary in accordance with the provisions of Clause 12.1.2, Whinstone will carry out such work as Scheduled Maintenance but in circumstances where this is not possible, Whinstone shall use all reasonable endeavors to perform such work between the hours of midnight and 6am and shall restore the Services as soon as reasonably practical in the circumstances.

12.3. If Whinstone exercises its right of suspension under this Clause, this will not exclude its right to terminate this Agreement later in respect of that or any other event, nor will it prevent Whinstone claiming damages from the Customer in respect of any breach.

13. TERMINATION

13.1. This Agreement shall commence on the Effective Date and shall continue for a period of One hundred twenty (120) months from the RFU Date ("**Initial Term**") unless and until terminated in accordance with this Clause 13.

This Agreement shall be automatically extended for a period of 12 months ("**Extended Term**") at the end of the Initial Term and at the end of each Extended Term. The Customer can terminate the contract at the end of the twelfth month of the Initial Term or any Extended Term with no penalty by notifying Whinstone in writing sixty (60) days prior to the end of the contract. Unless notified in writing of termination by the Customer as mentioned above, the Customer contract will renew automatically for an additional twelve (12) months under the same conditions.

13.2. Customer Elected Termination. Whinstone understands and agrees that the Customer shall have the right to elect not to provide a RFU Notice in relation to this Agreement. If no RFU Notice is provided to Whinstone prior to June 1, 2028, this Agreement shall be considered terminated with immediate effect and any rights or obligations of either Party under this Agreement shall be null and void.

13.3. Termination for Cause. Either party (the "**Non-Defaulting Party**") may terminate this Agreement (without prejudice to its other rights and remedies) with immediate effect by written notice to the other party (the "**Defaulting Party**") if:

13.3.1. the Defaulting Party commits a material breach of any of its material obligations under this Agreement (including failing to pay any sums payable under this Agreement by the due date) and if the breach is capable of remedy, fails to remedy it during the period of 30

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c652860acc
RHOD-BK-00015571

days starting on the date of receipt of notice from the Non- Defaulting Party specifying the breach and requiring it to be remedied; or

13.3.2. the Defaulting Party becomes insolvent including being unable to pay its debts as they fall due and/or that the value of its assets is less than the amount of its liabilities, taking into account its contingent and prospective liabilities, proposes an individual, company or partnership voluntary arrangement, has a receiver, administrator or manager appointed over the whole or any part of its business or assets; if any petition shall be presented, order shall be made or resolution passed for its winding up (except for the purpose of a bona fide amalgamation or reconstruction), bankruptcy or dissolution (including the appointment of provisional liquidators/interim receivers or special managers); if it shall otherwise propose or enter into any composition or arrangement with its creditors or any class of them; if it ceases or threatens to cease to carry on business or if it claims the benefit of any statutory moratorium; or

13.3.3. the Defaulting Party suffers, or there occurs in relation to that party, any event which is analogous to any of the events referred to in Clause 13.2.2 in any part of the world.

13.3.4. In the case that the Customer terminates this Agreement due to Whinstone's failure to cure a default, or the matters specified in Clause 13.3 or 13.4, Whinstone will pay for the costs to decommission, clean, package onto pallets and ship the Customer equipment to a new location. Whinstone will also pay Customer's lost revenue from mining resulting from such termination converted to US dollars, which shall be calculated based on the average market price of the mined digital asset and mining difficulty levels for a period of four calendar weeks from the date of the termination.

13.4. It is in the best interest of both Parties to pursue all reasonable efforts to remedy any issues with the Services or Service Level Agreement without termination or penalties. In cases of negligence or failure to maintain the Service Level Agreement for more than two (2) consecutive months, the Customer shall be entitled to the right to terminate the Agreement.

13.5. If Whinstone fails to install all of the Customer Equipment within 60 days of the RFU Date, the Customer shall be entitled to terminate or suspend the Agreement, and Whinstone shall refund the customer the 90% of the installation charges.

13.6. Either Party may terminate this Agreement with immediate effect by written notice and without further obligation or liability to the Customer if required by any law enforcement or other government or regulatory organization or authority or by the courts.

13.7. All rights and obligations of the Parties shall cease to have effect immediately upon termination of this Agreement, except that termination shall not affect:

13.7.1. accrued rights and obligations of the Parties at the date of termination; and

13.7.2. the continued survival and validity of the rights and obligations of the Parties under Clauses 7, 8, this Clause 13.4 and Clauses 15, 17 and 19 and any other provisions of this Agreement necessary for the interpretation or enforcement of this Agreement.

13.8. For the avoidance of doubt, save where otherwise agreed in writing between the Parties, termination of any Services at a site does not constitute termination of this Agreement, and, where this Agreement has been terminated in accordance with its terms, all Services will automatically terminate upon such termination.

13.9. Upon termination of this Agreement, the Customer shall at its own cost and expense return to Whinstone all IP addresses provided to it by Whinstone.

Doc ID: 0576fabd9d6274d2be64744ce0553a4d73f0da

14. ANTI-BRIBERY AND CORRUPTION

Each Party warrants and represents that it has not and will not carry out any act that could be an offense under anti-bribery laws.

15. APPLICABLE LAW

This Agreement shall be governed by Texas Law and the parties hereby submit to the exclusive jurisdiction of the Texas courts.

16. GENERAL

16.1. No failure or delay of either Party in exercising its rights hereunder (including the right to require performance of any provision of this Agreement) shall be deemed to be a waiver or release of such rights. Any waiver or release must be specifically granted in writing signed by the Party waiving its rights and shall:

16.1.1. be confined to the specific circumstances in which it is given;

16.1.2. not affect any other enforcement of the same or any other right; and

16.1.3. unless it is expressed to be irrevocable, be revocable at any time in writing.

Any single or partial exercise of any right, power or remedy provided by law or under this Agreement shall not preclude any other or further exercise of it or the exercise of any other right, power or remedy.

16.2. If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:

16.2.1. the legality, validity, or enforceability in that jurisdiction of any other provision of this Agreement; or

16.2.2. the legality, validity, or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

16.3. All work performed by Whinstone under this Agreement shall be performed as an independent contractor and not as an agent of the Customer and neither Party shall be, nor represent itself to be, the employee, agent, representative, partner or joint venture of the other. Neither Party shall have the right or authority to assume or create an obligation on behalf of or in the name of the other or to otherwise act on behalf of the other. The performing Party shall be responsible for its employees' compliance with all applicable laws, rules, and regulations while performing work under this Agreement.

16.4. No modification, amendment or other change may be made to this Agreement or any part thereof unless reduced to writing and executed by authorized representatives of Whinstone and the Customer. Unless expressly so agreed, no modification or variation of this Agreement shall constitute or be construed as a general waiver of any provisions of this Agreement, nor shall it affect any rights, obligations or liabilities under this Agreement which have already accrued up to the date of such modification or waiver, and the rights and obligations of the Parties under this Agreement shall remain in full force and effect, except and only to the extent that they are so modified or varied.

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015573

17. ENTIRE AGREEMENT

17.1. This Agreement constitutes the entire understanding between the Parties concerning the subject matter of the Agreement and supersedes any previous agreement or understanding between the Parties in relation to the subject matter.

17.2. With effect from the date of this Agreement all Services shall be provided solely in accordance with the terms of this Agreement and all prior agreements and understandings between the Parties in relation to the same shall be deemed terminated from the date hereof. Save in respect of rights and liabilities arising prior to such date, all such prior agreements and understandings shall cease to be of effect from the date of signature of this Agreement. In no event shall the pre-printed terms and conditions found on any Customer purchase order, acknowledgement, or other form be considered an amendment or modification of this Agreement, even if such documents are signed by representatives of both Parties; such pre- printed terms and conditions shall be null and void and of no force and effect.

17.3. Each Party acknowledges and agrees that in entering into the Agreement or in amending any part of this Agreement, it has not relied on any statement, representation, warranty, understanding, undertaking, promise or assurance (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in the Agreement. Each Party irrevocably and unconditionally waives all claims, rights and remedies which but for this clause it might otherwise have had in relation to any of the foregoing.

17.4. Nothing in Clauses 17.1 to 17.3 (inclusive) shall limit or exclude any liability for fraud.

18. COUNTERPARTS

18.1. This Agreement shall be executed in two originals, each Party shall retain one original respectively This Agreement shall not be effective until each of the Parties has executed at least one counterpart.

18.2. Each counterpart shall constitute an original, but all the counterparts shall together constitute one and the same instrument.

19. THIRD PARTIES

It is agreed that this Agreement is not intended to and does not give to any other person who is not a party to this Agreement any rights to enforce directly any provisions contained in this Agreement except for any person to whom the benefit of this Agreement is assigned or transferred in accordance with Clause 9.

20. FURTHER ASSURANCE

Each Party shall, if requested by the other Party and at the other Party's cost, execute or cause to be executed all documents and do or cause to be done all further acts and things as may be necessary in order to vest in and secure to the other Party and its successors in title the full benefit of the assets, rights and benefits to be transferred or granted to the other Party under this Agreement and for the protection and enforcement of the same and otherwise to give effect to this Agreement and to the rights and obligations contained within this Agreement.

Doc ID: 0576bfab07d364f2b98c7a9e3e9486c652860acc
0576fabe07d364f2b98c7a9e3e9486c652860acc
RHOD-BK-00015574

The Agreement shall come into force from the seal or signature date by both Parties. This Agreement is made out in two original copies, one copy to be held by each Party in witness thereof.

CUSTOMER:

On behalf of Rhodium JV LLC,
By: Imperium Investments Holdings LLC
Its: Manager

x Cameron Blackmon

By: Cameron Blackmon

Its: Manager

Date: 06 / 30 / 2020

WHINSTONE:

On behalf of Whinstone US, Inc.

x Chad Everett Harris

Name: Chad Everett Harris

Title: Director

Date: 07 / 09 / 2020

Doc ID: 0576[illegible]cc

EXHIBIT 1

Doc ID: 0576bfab07d3641[illegible]

New Hosting Service Agreement No. #R-5MW-005

THIS AGREEMENT (defined below) shall be effective upon the date of receipt of the electronic signature by Whinstone US, Inc.

BY AND BETWEEN

Whinstone US, Inc., a company having its registered office located at 2721 Charles Martin Hall Road, Rockdale, Texas 76567("**Whinstone**")

AND

Rhodium JV LLC of 7546 Pebble Drive, Fort Worth, Texas 76118, (the "**Customer**").

Whinstone and the Customer are referred to individually as "**Party**" and collectively as "**Parties**".

WHEREAS

(A) Whinstone wishes to provide electrical power at its site under the terms and conditions contained in this New Hosting Service Agreement entered into by and between the Parties as of the seal or signature date of both Parties with a Ready For Use ("**RFU**") Date to be set by the Customer no sooner than thirty (30) days from the date of the RFU Notice (as hereinafter defined); and

(B) The Customer desires to utilize Whinstone's services and intends operate 5 MW of Miners and immersible equipment on Whinstone's property in Rockdale, Texas.

NOW THEREFORE, the parties hereby agree as follows:

1. DEFINITIONS

1.1. In this Agreement the following words and expressions shall have the meanings set out below. Additional terms may be defined in the context of particular provisions of this Agreement:

"**Agreement**" means these terms and conditions, any orders placed under them, and any amendments or additions or replacements to any of the aforementioned;

"**AUP**" or "**Acceptable Usage Policy**" means Whinstone Acceptable Usage Policy from time to time which, at the date of this Agreement, is set out in a Schedule to this Agreement;

"**Advanced Remote Hands Service**" means repair and maintenance services that require taking Customer Equipment off rack as detailed in Clause 2.4 below;

"**Background IP**" shall have the meaning set out in Clause 6.5 below;

"**Basic Remote Hands Service**" means repair and maintenance services performed without taking Customer Equipment off rack as detailed in Clause 2.3 below;

"**Business Day**" means a day which is not a Saturday, Sunday or a public holiday in the United States;

"**Capital Expenditure**" shall have the meaning ascribed to that term in Clause 3.14.1 below.

"**Confidential Information**" means the terms of this Agreement and all information whether in written or any other form which has been or may be disclosed in the course of the discussions leading up to the entering into or performance of this Agreement and which is identified as confidential or is clearly by its nature confidential including information relating to this Agreement or the Services, data used or generated in the provision of the Services, or any of Customer's products, operations, processes, plans or intentions, know- how, trade secrets, market opportunities, customers and business affairs;

"**Customer Equipment**" means the Customer's Miners and other Customer equipment installed in the Licensed Area;

"**Data Center**" means the Whinstone leased site located at the former Alcoa Rockdale Energy Sandow Mine facility in Rockdale, Texas;

"**Data Center Rules**" means the rules applying to the Customer's use of the Data Center;

"**Data Protection Laws**" means the laws and regulations governing the use of personal data;

"**Defaulting Party**" shall have the meaning set out in Clause 13.2 below;

"**Developed IP**" shall have the meaning set out in Clause 6.5 below;

"**Extended Term**" shall have the meaning set out in Clause 13.1 below;

"**Force Majeure**" means any event beyond the reasonable control of either or both of the parties including but without limitation to war, civil war, armed conflict or acts of terrorism or a public enemy or other catastrophes, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule or regulation or direction coming into force after the date of this Agreement, epidemics, pressure waves caused by devices traveling at supersonic speeds, nuclear accident, and acts of God and strikes, slowdowns, lockouts or other labor stoppages excluding employee(s) of Whinstone affecting third parties which in each case causes either party to be unable to comply with all or a material part of its obligations under this Agreement;

"**Hosting Service**" means service providing electrical power and ventilation to the Customer Equipment as detailed in Clause 2.2 below;

"**Initial Term**" shall have the meaning set out in Clause 13.1 below;

"**Intellectual Property**" means all intellectual property, including patents, utility models, trade and service marks, trade names, domain names, rights in designs, copyrights, moral rights, topography rights, rights in databases, trade secrets and know-how, in all cases whether or not registered or registrable and including registrations and applications for registration of any of these and rights to apply for the same, rights to receive equitable remuneration in respect of any of these and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world;

"**IP Connection Service**" means the connection to the Customer Equipment permitting communication with the Internet as specified in the Service Details;

"**Licensed Area**" means the Building C where the Customer Equipment will be placed;

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c652860cc
RHOD-BK-00015578

"**Maintenance**" means any work carried out by Whinstone in order to upgrade, improve or maintain the Service including any modification, change, addition or replacement which does not detract from, reduce or impair the overall quality or performance of the Service;

"**Miners**" means cryptocurrency mining machines, which are part of the Customer Equipment, which connect using the IP Connection Service and send computation results to the Mining Pool.

"**Mining Pool**" is the pooling of resources by Miners, who share their processing power over a network, to split the reward equally, according to the amount of work they contributed to the probability of finding a block.

"**Services**" collectively means Hosting Service, Basic Remote Hands Service, and Advanced Remote Hands Service, with the Hosting Service and Basic Remote Hands Service provided as needed to the Customer;

"**Service Details**" means service details in the format provided by Whinstone pursuant to which the Customer may request Services;

"**Party**" means Whinstone and the Customer (as the case may be) and shall include their permitted assignees and "**Parties**" shall mean both of them;

"**Pass Through Rate**" shall have the meaning set out in Clause 3.11.2 below;

"**Personal Data**" shall have the meaning as defined under the Data Protection Laws;

"**PPM Agreement**" shall have the meaning set out in Clause 3.11.2 below;

"RFU Date" means the Ready For Use Date, which is the date Whinstone will fully provide the Customer the Services;

"RFU Notice" means the written notice provided by the Customer to Whinstone setting the Ready For Use Date. This RFU Notice shall be provided to Whinstone no less than thirty (30) days prior to the Ready For Use Date set forth in the RFU Notice.

"**Representatives**" means, in relation to any party, its officers, employees and agents;

"**Scheduled Maintenance**" means Maintenance that is: (i) carried out between the hours of 12:00 am to 6:00 am; and (ii) notified to the Customer at least five (5) Business Days in advance;

"**Specified Power Draw**" shall have the meaning set out in Clause 3.13 below;

"**Whinstone Equipment**" means any equipment which is supplied by or on behalf of Whinstone to the Customer for the purpose of providing the Services and includes any equipment specified in Service Details; and

1.2. In the event of any conflict between any of the documents referred to in this Clause 1.2, they shall be given the following order of priority:

1.2.1. the terms of the relevant Service Details;

1.2.2. the terms set out in this Agreement; and

1.2.3. the terms set out in the AUP.

Doc ID: 0576fabd9662f4b2be647ee0553a4d3f0da
RHOD-BK-00015579

1.3. In the Agreement:

1.3.1. references to Clauses, paragraphs and subparagraphs are references to clauses, paragraphs, subparagraphs of or to this Agreement;

1.3.2. the headings contained in this Agreement are for convenience only and shall not influence the interpretation of this Agreement;

1.3.3. any reference to a statute, statutory provision, subordinate legislation, code or guideline ("legislation") is a reference to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation.

1.4. Whinstone and the Customer each represents and warrants to each other that it has the power to enter into, exercise its rights under and perform and comply with its obligations under this Agreement and all actions, conditions and things required to be taken, fulfilled and done by it to so enter into, exercise its rights under and perform and comply with its obligations under this Agreement and ensure that those obligations are valid, legally binding and enforceable have been taken, fulfilled and done.

2. SERVICE DESCRIPTION

2.1. Data Center Facilities

2.1.1. Whinstone will provide an installation environment for the Customer Equipment including, but not limited to, the Licensed Area in two buildings, rack systems, electricity supply (including PDU), transforming equipment, free air cooling (including evaporative cooling and single phase liquid cooling), smoke detection, IP Connection Service and physical security. Physical security includes 24-hour patrol, camera security, and a fence around the Licensed Area.

2.1.2. Whinstone shall grant the Customer, free of charge, escorted access to the property in Rockdale, TX for equipment inspections, installation, removal, additions, subtractions or physical maintenance by prior appointment.

2.1.3. With written prior consent of the Customer, Whinstone may relocate the Customer Equipment within the Data Center or to another facility operated by Whinstone provided that there are no changes to the terms of this Agreement. Any such relocation of the Customer Equipment will be carried out by Whinstone. Any costs incurred in relation to such relocation will be borne by Whinstone. The Customer shall reserve the right to inspect the new facility beforehand.

2.1.4. When the Customer visits the property in Rockdale, TX or accesses the Data Center network remotely the Customer shall at all times comply with the Data Center Rules that have been provided to the Customer in advance; provided, however, that the Customer shall only be obligated to comply with such Data Center Rules to the extent that they are reasonable. Whinstone shall provide the Customer a copy of the Data Center Rules and shall send a new copy if there are any changes made therein.

2.1.5. Whinstone represents and warrants that building or other permits, city inspection, or certification is not required with regard to providing services under this Agreement.

2.1.6. Whinstone represents and warrants that the Data Center has been certified by the Texas Comptroller of Public Accounts as, and is presently publicly registered with the Texas Comptroller as a "Qualifying Data Center" within the meaning of the Texas Tax Code Section 151.359 and the rules promulgated thereunder, and, as such, is entitled to claim an exemption from the Texas state sales tax for qualifying purchases. Whinstone

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c652860acc
RHOD-BK-00015580

covenants and agrees that the Data Center shall remain certified by and publicly registered with the Texas Comptroller as a "Qualifying Data Center" during and throughout the Initial Term.

2.2. Overview of Hosting Service

Whinstone shall be responsible for the following:

2.2.1. License of the Licensed Area.

2.2.2. Provision of the cabling for a connection to the IP Connection Service by way of a CAT 5e Ethernet cable.

2.2.3. Escorted access by the Customer's employees to the Customer Equipment at any time from 10 am to 5 pm Monday through Friday.

2.2.4. Monitored alarm and security call out service.

2.2.5. Physical Security: The facility will be surrounded by fencing and monitored by security cameras. Whinstone shall implement access control policies to ensure non-authorized persons are not able to enter the facility. Armed personnel will be onsite at all times.

2.2.6. IT Security: Whinstone will install a firewall and implement an IT security policy to prevent unauthorized access physically or remotely, viruses and ransomware. However, the Customer shall have the right to install its own firewall and implement its own security policies in the place of or in addition to Whinstone as mutually agreed to by both parties.

2.2.7. Fire detection and alarm system.

2.2.8. Equipment parts storage and inventory management.

2.2.9. After the RFU Date, acceptance of delivery of the Customer Equipment between 10:00 am to 4:00 pm on Business Days, subject to two (2) Business Days' notice to Whinstone, to be stored prior to installation.

2.2.10. Whinstone will be solely responsible for handling any complaints from third parties with respect to the noise from the Customer Equipment and shall hold the Customer harmless from any responsibility or costs arising out of or in relation to such complaints.

2.2.11. Whinstone will install all Customer Equipment on the data center racks, provide power and internet connection within thirty days of RFU Date. Installation includes unpacking, assembly and installation, LAN cable and power connection, initial setting, and garbage disposal.

2.2.12. Whinstone will provide stable power supply to the Customer's equipment at 240V. The equipment's power consumption may be adjusted by following instructions from the manufacturer. Whinstone will comply with any request from the Customer to adjust the power consumption if the total power consumption of all Customer equipment does not exceed the Specified Power Draw, or fall below eighty percent (80%) of the Specified Power Draw, unless both Parties mutually agree to do so.

2.2.13. Whinstone will follow the Service Level Agreement in Clause 4 and make its best efforts to ensure:

i. Average air intake temperature into the Customer's Miners is not greater than 30 degrees Celsius by maintaining sufficient airflow, preventing mixing of cool and

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c652860acc
RHOD-BK-00015581

hot exhaust air from the equipment in the data center, and using evaporative cooling;

ii. Filters are used in the air intake system of the data center facility, and the air inside the data center is free of dust, insects, corrosion, precipitation and condensation.

iii. Intake and exhaust fans are free of obstruction or debris.

2.2.14. Whinstone will label all the Customer Equipment, cables, replacement parts to track inventory, replacement parts, and to make Basic Remote Hand Service the most efficient.

i. Whinstone will reference Miners with a unique identifiable identification number when giving reports to the Customer;

ii. For equipment other than Miners which may not have a unique ID number, Whinstone will properly label and store the equipment separate from other customers in the data center.

2.2.15. Whinstone will provide monthly reports to the Customer. These reports shall contain a summary of monthly power draw as measured from power consumption meters and include appropriate billing owed to Whinstone by the Customer.

2.2.16. Whinstone will provide Basic Remote Hands Service at no extra charge as outlined in Clause 2.3.1 and will offer Advanced Remote Hands Service for additional cost as outlined in Clause 2.4.1.

2.2.17. Customers may inspect the site before shipping its equipment and supplies to bring the Customer's Miners online. Upon completion of the inspection, the Customer may reduce the Specified Power Draw cited in Clause 3.12.1 if the site does not meet Customer's expectations and reduce the Advanced Remote Hands Service fee by the same proportionate amount as the reduction of Specified Power Draw.

2.3. Basic Remote Hands Service

2.3.1. Basic Remote Hands Service is available twenty-four (24) hours a day, seven (7) days a week. Where requested by the Customer, Whinstone staff shall be available to perform the following tasks only on the instructions of the Customer in respect of the Customer Equipment:

i. Remote monitoring of equipment performance and status;

ii. Remote fault diagnosis;

iii. Pushing a button;

iv. Switching a toggle;

v. Power cycling (turning on/off) the Customer Equipment;

vi. Re-setting, rebooting the Customer Equipment;

vii. Securing cabling to connections

viii. Observing, describing and/or reporting to the Customer indicator lights or display information on machines or consoles;

ix. Cable organization;

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015582

x. Modifying basic cable layout, labelling and/or re-labelling of the Customer Equipment;

xi. Cable patching;

xii. Checking alarms for faults; and/or

xiii. Inserting/removing discs or equivalent storage devices into/ from the Customer Equipment.

2.4. Advance Remote Hands Service

2.4.1. The following Advanced Remote Hands Services are not included in the Basic Remote Hands Service but may be provided by Whinstone to the Customer on a best effort basis. Unless explicitly expressed in Clause 2.3.1, in cases of ambiguity between Advanced Remote Hands Services and Basic Remote Hands Services, Advanced Remote Hands Services shall come into effect if the Customer Equipment must be taken off the rack:

i. Installing applications or software to the Customer Equipment;

ii. Uploading of data to the Customer Equipment;

iii. Configuring the Customer Equipment operating system;

iv. Configuring any software or applications on the Customer Equipment;

v. Customer Equipment component fault diagnosis;

vi. Software component fault diagnosis;

vii. Rectifying problems caused by the Customer Equipment or software;

viii. Rectifying problems caused by the Customer; or

ix. Any service whatsoever requiring the opening of the outer casing of any of the Customer Equipment.

2.4.2. Communication for Advance Remote Hands Service shall be done via email or Whinstone's ticketing system. Whinstone will follow the Service Level Agreement as well as the work schedule specified in Clause 4.

2.4.3. Advanced Remote Hands Service shall be provided by Whinstone to the Customer for a fixed monthly fee as detailed in Clause 3.12, separately from Hosting Fees which includes only the Basic Remote Hands Service.

3. CHARGES AND PAYMENTS

3.1. In consideration of the provision of the Services, the Customer shall pay charges in accordance with this Clause 3.

3.2. Whinstone shall issue a monthly invoice to the Customer no later than the tenth day of the following month containing all charges and fees for providing the Services under this contract, including the Hosting Fees prepayment under 3.11.2. The Customer shall pay the undisputed amounts of such invoice no later than the last day of the month in which the Customer receives it.

Doc ID: 0576fab07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015583

3.3. If the Customer requests Whinstone to provide any services other than contemplated in this Agreement, Whinstone shall be entitled to invoice the Customer for any and all changes to such services pursuant to the agreement between the parties.

3.4. If either Party fails to pay any amount owed under this Agreement by the dates set forth herein:

3.4.1. The Party to receive payment shall be entitled but not obliged to charge the Customer interest at a rate of 5% per year on the overdue amount commencing 14 business days after the due date up to the date of actual payment.

3.4.2. Actual power consumption is measured at the end of each month, and a credit or debit is applied toward the next hosting fee prepayment invoice. If the credit or debit is not paid or applied on that invoice, the Party to receive payment shall be entitled but not obliged to charge the other Party interest 5% per year on the overdue amount commencing 14 business days after the due date of the invoice to the date of actual payment.

3.5. All charges and payments referred to in this Agreement are inclusive of sales tax (if applicable) and all similar taxes and duties payable in respect of such payments. To the extent that additional tax is properly chargeable to the Customer, the Customer shall pay at the time that the payment becomes due.

3.6. All amounts due under this Agreement shall be paid in accordance with all work performed and services provided. In the event that the Parties change the scope of the services, Whinstone and the Customer will agree on all billing changes and handle each credit or debit once there is a mutual agreed amount.

3.7. In the event of any failure by either Party to make full payment to the other Party of any and all amounts due pursuant to this Agreement, the Party owing payment shall be responsible for all costs and expenses which the other Party reasonably incurs in collecting such amounts.

3.8. The Parties may combine charges and invoices and offset any amounts owed to the other Party.

3.9. This Clause intentionally left blank.

3.10. Installation Fees

3.10.1. This Clause intentionally left blank.

3.10.2. Installation is considered complete when the Miner is seen remotely connecting to the Mining Pool and sending computation. In cases of faulty equipment, installation will be considered complete when Whinstone diagnoses the fault, sends a report to the Customer, and completes installation of alternative equipment.

3.10.3. This Clause intentionally left blank.

3.11. Hosting Fees

3.11.1. The Hosting Fees cover all services and items specified in this Agreement except for Advanced Remote Hands Service in Clause 3.12 and is calculated based on the power consumption of the Customer Equipment and shall not include Whinstone's own equipment (PUE) or the equipment of Whinstone's other customers.

3.11.2. The Hosting Fee rate is the lesser of either (i) $0.01705 USD or (ii) the "Pass Through Rate" as hereinafter defined. As used herein, the "**Pass Through Rate**" is defined as the lesser of either (i) the "Net Effective Rate" as that rate is defined and calculated in the

Doc ID: 0576bfab07d364f2b98c7a9e3e9486c652860cc
RHOD-BK-00015584

Pro Forma Pricing Model attached as Attachment C to that certain Power Services Agreement entered into by and between Whinstone and Priority Power Management LLC on April 3, 2020 (the "**PPM Agreement**") or (ii) the exact price at which Whinstone is billed monthly for electricity provided to Customer per kilowatt-hour. The Hosting Fee rate shall remain unchanged for 3 (three) consecutive years under any Extended Term under Clause 13.1. Whinstone will install power consumption meters at the transformers.

3.11.3. Whinstone, to the best of its knowledge, confirms that the "Pass Through Rate" is presently $14.74 per Megawatt Hour as shown in the Pro Forma Pricing Model attached as Attachment C to the PPM Agreement, a materially accurate copy of which is attached hereto as Exhibit "1". Customer understands that this rate is variable.

3.11.4. Hosting Fee rate = $17.05 per Megawatt Hour or lower depending on the "Pass Through Rate" for 3 years, with the option to renew for the remainder of the Initial Term at the same pre-agreed upon terms seen in 3.11.2, in one year increments. Whinstone will invoice a 5,000 kW upon deployment of the Customer Equipment. Whinstone will require the payment to be made fifteen days prior to powering the Licensed Area.

3.12. Advanced Remote Hands Service Fee

3.12.1. Whinstone will invoice the Customer a fixed monthly fee of $1,667.00 (USD) for the Advanced Remote Hands Services based on a scale of 1317 Miners, or 5mW equivalent. Whinstone will invoice Advanced Remote Hands Services together with the Hosting Fees and the applicable period for services rendered shall be the same month as the Hosting Fees unless otherwise specified. Notwithstanding the prior sentence, until all Specified Power Draw is provided, and all the Miners have been installed, Whinstone will invoice the Customer for Advanced Remote Hands Services based on the average number of installed Miners during the prior month. This fixed monthly fee will be credited towards Customer's power bill in the result that there is greater than or equal to eighty percent (80%) of the Specified Power Draw at the rate specified in Clause 3.11.1

3.12.2. Whinstone will adhere to all sections of the Service Level Agreement in Clause 4 as well as those specifically detailed for the Advanced Remote Hands Service.

3.12.3. In the likely result that the Advanced Remote Hands Service Fee is not necessary for Customer because they are monitoring their own systems with on-site staff, Customer will elect, in writing, that this service is no longer needed. Upon election and acceptance from Whinstone, this fixed monthly fee will be waived indefinitely.

3.13. Specified Power Draw

3.13.1. Whinstone will provide the Customer with at least 5,000 kW (5) MW of power available for the Services by the RFU Date. As a minimum commitment, regardless of power consumption, the Customer shall pay for Hosting Fees for greater than or equal to eighty percent (80%) of the Specified Power Draw at the rate specified in Clause 3.11.1.

3.13.2. Customer and Whinstone agree, to the best of their ability, to be fair in negotiations and working to a mutually beneficial decision in the result of unforeseen circumstances.

For Purpose of Example and Reference, a cost of power calculation has been provided below based on $17.05/mWh ($0.01705/kWh), the "Hosting Fee rate"

30-day month: 5,000 kW * Hosting Fee * 24 hours * 30days = $61,380.00
31-day month: 5,000kW * Hosting Fee * 24 hours * 31days = $63,426.00

3.13.3. If Whinstone determines that the over-usage of power cannot be reasonably permitted, Whinstone reserves the right to require the Customer to remove or deactivate sufficient

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015585

Customer Equipment to prevent such over-usage within 24 hours of notification, which will describe in detail the reasons for the removal or deactivation. Whinstone shall consult with the Customer in good faith before determining to remove or deactivate.

3.14. The Customer will pay to Whinstone the "Capital Expenditure" (as defined in the following sentence) not to exceed $800,000. The Capital Expenditure shall be paid in full to Whinstone no later than five (5) business days after the RFU Notice is provided. The "**Capital Expenditure**" is defined as the lesser of either (i) the actual costs of construction and buildout of the infrastructure, building and power requirements of the Licensed Area or (ii) Eight Hundred Thousand U.S. Dollars ($800,000.00 USD). No later than thirty (30) days after the the RFU date, Whinstone shall provide to Customer a full accounting of the actual costs of construction and buildout of the infrastructure, building and power requirements of the Licensed Area along with accurate receipts, bookkeeping, and proof of purchase for all invoices exceeding $5,000 per line item.

3.15. This Clause intentionally left blank.

3.16. Whinstone agrees that all costs of construction and buildout of the infrastructure, building and power requirements of the Licensed Area greater than $800,000 will be at the sole cost and expense of Whinstone. Whinstone agrees that, in the result of which this $800,000 is more than necessary for the Capital Expenditure, Whinstone will refund the remaining funds to Customer.

3.17. Whinstone represents and warrants that the Capital Expenditure and Hosting Fees shall be exempt from Texas state sales tax because the expenditures for which the Capital Expenditure and Hosting Fees will be allocated are qualifying purchases for a "qualifying data center" within the meaning of Texas Tax Code Section 151.359 and the rules promulgated thereunder. In the event that, at any time during the Initial Term, any Texas state sales tax should be assessed on any portion of the Capital Expenditure or any portion of the Hosting Fees, Whinstone shall pay such Texas state sales tax solely from its own funds and shall indemnify and hold harmless the Customer from any and all liability, charges, costs, assessments, fees, fines, penalties and interest arising out of such assessment.

3.18. Whinstone agrees that the Capital Expenditure allows Customer complete use of the Licensed Area for a continuous, uninterrupted period of ten (10) years, unless otherwise mutually agreed upon by both Parties in writing at a later date.

4. OPERATIONS AND SERVICE LEVEL AGREEMENT ("SLA")

4.1. Whinstone reserves the right to vary the technical specifications of the Services where necessary for operational reasons and without detracting from, reducing or impairing the overall quality or performance of the Services, after giving reasonable written notice to the Customer (except in the case of an emergency where notice is not possible; provided, however, that in such case, Whinstone shall provide notice to the Customer then as soon as reasonably possible).

4.2. Without prejudice to Clause 4.1, Whinstone reserves the right to, after providing the Customer with reasonable advance written notice (provided, however, that in the event of an emergency, as soon as reasonably possible) at any time to make any change, addition to or replacement of any part of the Services where this is required to conform with any applicable safety, statutory or legal requirement, provided that this does not detract from, reduce or impair the overall quality or performance of the Services.

4.3. The Customer may report any claims including failures of performance of the Services by Whinstone to the Whinstone support center at any time. Whinstone shall take all actions necessary to remedy such failures as soon as possible.

Doc ID: 0576bfab07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015586

4.4. Interface or access to inventory, monitoring and Hashtrend software is provided to the Customer at no additional charge.

4.5. Uptime Guarantee

4.5.1. Whinstone guarantees an uptime percentage (percentage of time to maintain uninterrupted performance of the total Customer Equipment) of 96.35% and no more than 6 days of planned downtime due to loss of power, construction, or network outage.

4.5.2. Whinstone will not charge Customer for any power cost during the period of which there is interrupted performance of the total Customer Equipment.

4.5.3. Whinstone will give at least twenty-four (24) hours advance notice to the Customer via email before any datacenter downtime, or any downtime affecting more than one hundred (100) machines at one time.

4.5.4. If any unplanned event causes more than 10% of equipment to go offline, Whinstone will acknowledge the alert within 1 hour and report immediately to the Customer. Whinstone will attempt to begin remedy of the issue within 1 hour of alert acknowledgement and shall provide a full incident report within 5 business days of alert acknowledgement to the Customer.

4.6. Performance Guarantee

4.6.1. Whinstone will perform maintenance and repairs to ensure the total daily average hashrate of all machines does not fall by more than 5% below the Customer Equipment manufacturer's specified range.

4.6.2. If total hourly average hashrate of all Customer Equipment falls more than 10% compared to the previous hour, Whinstone will respond to the incident within 1 hour and provide a full incident report within 5 business days of the incident to the Customer.

4.6.3. Whinstone will make the best effort to employ a monitoring system to monitor uptime, performance and other machine metrics.

4.6.4. Whinstone shall maintain average hashrate overall for Customer Equipment within the tolerance range of the equipment manufacturer's specifications.

4.6.5. Whinstone shall acknowledge alerts from its monitoring system within 30 minutes and respond within 1 hour. If the problem cannot be corrected, the Customer Equipment affected will be place in a maintenance queue and reported to the Customer by the next business day.

4.6.6. Whinstone will reply to notices from the Customer on the same business day.

4.6.7. Whinstone shall maintain an intake temperature suitable for proper operation of the machines. If any machines do overheat, Whinstone shall turn them off as soon as possible and report the issue to the Customer.

4.7. Advanced Remote Hands Service

4.7.1. Whinstone will provide Advanced Remote Hands Service from 9 am to 9 pm, seven days a week. This service includes repairs, unracking/racking units, and replacement of parts such as hashboards, fans, controller boards.

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c652860acc
RHOD-BK-00015587

4.7.2. If the hourly hashrate performance of a single Miner drops more than 10%, Whinstone will respond within 30 minutes, and attempt to repair or replace faulty parts and components within 1 hour. If the issue cannot be resolved within 1 hour, Whinstone will place the equipment into a maintenance repair queue.

4.7.3. Whinstone shall reduce the maintenance repair queue at all times it is not responding to any incidents.

4.8. Whinstone will sell electricity in lieu of providing electricity to the Customer if the Ercot Market profitability exceeds the 250% of the contract price. The profit will be distributed 100% to the Customer.

5. WHITELABELING OF SERVICES

The Customer may white label the Services and arrangements under this Agreement on a back-to-back basis to specifically named third parties upon thirty-day notification to Whinstone, and Whinstone shall accept such execution of this right provided there are no changes to the terms of this Agreement. Any requested changes to warranties, representations, obligations, or service levels to be provided by Whinstone shall be negotiated in good faith by the Parties. Unless prior arrangement is made, the Customer shall be responsible for billing and collection associated with any white label offering.

6. OWNERSHIP AND INTELLECTUAL PROPERTY

6.1. The Parties acknowledge and agree that the Customer Equipment is the sole property of the Customer. In no event shall Whinstone claim ownership of any of the equipment.

6.2. The Parties acknowledge and agree that any outcomes or productivities, including but not limited to, block chains, hash and digital currencies, generated from the operation of the equipment are the sole property of the Customer. In no event shall Whinstone claim the ownership of any of such outcomes or productivities.

6.3. Whinstone shall not sell or create any mortgage, lien, or any kind of encumbrance on the Customer Equipment, the Intellectual Property, or any outcomes or productivities owned by the Customer.

6.4. The Customer will have a non-transferable license to use any IP address allocated by Whinstone to the Customer for the duration of this Agreement. If this Agreement is terminated for any reason, the Customer's license to use the IP address shall automatically terminate.

6.5. Customer owns any Developed IP. "**Developed IP**" means any intellectual property other than Background IP created or discovered by the Parties in connection with this Agreement, including without limitation any reports Whinstone provides to Customer. "**Background IP**" means all intellectual property owned or licensed by a Party before starting services under this Agreement or independent of services under this Agreement. The Developed IP is a work made for hire for the Customer to the extent permitted by applicable law, and Customer retains all intellectual property rights in the Developed IP. To the extent that Whinstone or its personnel own any rights in the Developed IP, Whinstone assigns, or will procure the assignment of, all rights, title, and interest in the Developed IP to Customer. If applicable law prevents future assignments, Whinstone will assign, or will procure the assignment of, such rights as these are created. If applicable law prevents Whinstone from transferring ownership of any

Doc ID: 0576fabd96627d2b6647446e0553a4d7360a
RHOD-BK-00015588

Developed IP to Customer, Whinstone grants Customer a perpetual, irrevocable, exclusive, royalty-free, fully-paid, transferable, worldwide license, with the right to sublicense, to: (1) reproduce, prepare derivative works of, distribute, publicly perform, publicly display, and otherwise use such Developed IP; and (2) make, use, sell, offer for sale, import, export any component of, and otherwise dispose of such Developed IP. This agreement does not transfer any rights associated with Background IP, which will remain vested with their owners.

6.6 Whinstone will defend Customer and its affiliates, and indemnify them against liabilities in any third-party legal proceeding to the extent arising from an unaffiliated third party's allegation that Customer or its affiliate's use of the Services or any deliverable under this Agreement from Whinstone infringes or misappropriates the third party's Intellectual Property Rights.

7. CONFIDENTIALITY

7.1. The parties agree that Confidential Information:

7.1.1. shall be used solely for the purpose for which it was furnished in connection with performance of this Agreement;

7.1.2. shall be maintained in strict confidence and shall not be disclosed to third parties, provided, however, that Whinstone and the Customer may disclose Confidential Information to their respective affiliates and sub-contractors and their respective employees who need to have access to such Confidential Information for the purposes of providing the Services on the condition that Whinstone and the Customer shall procure compliance by such sub-contractors or affiliates and their respective employees with the terms of this Clause 7; provided, however, that Whinstone and the Customer shall be responsible for any breach of the obligations set forth in this Clause 7 by such sub-contractors or affiliates and their respective employees; and

7.1.3. upon termination of this Agreement shall be returned to the disclosing Party, together with all copies, or (at the disclosing Party's option) destroyed.

7.2. Any disclosure of Confidential Information permitted under Clause 7.1.2 shall be in confidence, and only be to the extent that any persons to whom the information is disclosed need to know the same for the performance of their duties and the receiving Party shall be obliged to procure that all such persons are aware of the obligation of confidentiality and undertake to comply with it.

7.3. The obligations of confidentiality and restricted use set out in Clauses 7.1 and 7.2 are not applicable to Confidential Information that:

7.3.1. was previously or becomes known to the receiving Party, free from any obligation to keep the same confidential (provided that Confidential Information disclosed in contemplation of the provision of the Services shall still remain subject to such obligations);

7.3.2. is or becomes generally available to the public, other than as a direct or indirect result of unauthorized disclosure by the receiving Party, its affiliates or a person engaged by the receiving Party or its affiliates contrary to their respective obligations of confidentiality;

7.3.3. is shown to have been independently developed by the receiving Party, its officers, employees, agents or contractors;

7.3.4. the Parties agree in writing that it need not be kept confidential; or

Doc ID: 0576fab07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015589

7.3.5. is required to be disclosed by law or by regulation or by the order of any governmental authority or court provided that, to the extent permitted by law, prior to any disclosure, the receiving Party notifies the disclosing Party of the information to be disclosed and the circumstances in which the disclosure is alleged to be required as early as reasonably possible before such disclosure must be made and, at the disclosing Party's request and cost, assists the disclosing Party in avoiding or limiting any such disclosure.

7.4. Without prejudice to any other rights and remedies that the disclosing Party may have, the receiving Party agrees that if Confidential Information is used or disclosed or threatened to be used or disclosed other than in accordance with the terms of this Agreement, the disclosing Party shall, without proof of special damage, be entitled to seek an injunction, specific performance or other equitable relief for any actual or threatened breach of this Clause 7.

7.5. Notwithstanding Clause 7.1, Whinstone will request in writing to the Customer and request the Customer to participate in its advertising and/or promotional literature and other materials. The Customer has the right to opt out of any and all advertising request.

7.6. In order for Whinstone to provide the Services, the Customer will need to supply certain information or data. Where such information or data constitutes Personal Data, Whinstone will comply with the Data Protection Laws. The Parties shall duly observe and comply with all their obligations under the Data Protection Laws in relation to any Personal Data processed in connection with this Agreement and shall render such assistance and cooperation as is reasonably necessary or reasonably requested by the other Party in respect thereto.

7.7. It shall be the Customer’s responsibility to keep any Personal Data provided to Whinstone up to date and the Customer warrants and undertakes to Whinstone that all of its Personal Data and contact details are accurate and complete.

7.8. Whinstone may pass the Customer’s Personal Data to Whinstone affiliates and to any third-party suppliers Whinstone may use to provide services that involve processing data on Whinstone’s behalf for the purpose of providing the Services and as contemplated by the terms of this Agreement; provided, however, that Whinstone shall be responsible for any breach of the obligations set forth in this Clause 7 by such affiliates and third party suppliers.

8. LIABILITY, REPRESENTATIONS, WARRANTIES, AND INDEMNIFICATIONS

8.1. Both Parties represent and warrant that they have the right and capacity to enter into this Agreement and fully perform their respective obligations hereunder;

8.2. Whinstone shall perform the Services as described herein and shall provide the Services in a professional manner consistent with industry standards.

8.3. Whinstone hereby agrees to indemnify and hold harmless the Customer and any of its managers, owners, successors, licensees and assignees, from any and all losses, costs, liabilities, damages and expenses, including but not limited to, reasonable attorney fees resulting from any breach of any obligations, representation, warranty and/or covenant under this Agreement. Notwithstanding any provisions herein, Whinstone agrees to indemnify the Customer for any losses directly or indirectly caused by negligence or intentional or willful misconduct of Whinstone in its performance of obligations under this Agreement, including but not limited to, faulty operations, bad design, or misuse of the facilities in the datacenter.

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c652860acc
RHOD-BK-00015590

8.4. If electrical supply is suspended for five (5) or more consecutive days, or more than seven (7) days in any twelve (12) month period due to any cause other than due to Force Majeure event, the Customer is entitled to suspend or terminate this Agreement by giving a written notice to Whinstone. Written notice will be signed and emailed to Whinstone, and a physical copy will be sent to Whinstone's registered address. The timestamp of the email will be considered the date of the receipt of such notice. If the Customer terminates this Agreement for the aforementioned reason, Whinstone shall pay for the costs to decommission, clean, package onto pallets and for the shipping cost to transport all Customer's Customer Equipment to a new location.

8.5. Neither Party excludes or limits its liability to the other Party for:

8.5.1. death or personal injury caused by its negligence;

8.5.2. fraud or fraudulent misrepresentation.

8.6. Subject to Clauses 6, 8.5, 8.7, and claims for outstanding payment, the aggregate liability of each Party to the other in contract, tort (including negligence), for breach of a statutory duty or otherwise arising under or in connection with this Agreement or its subject matter shall be limited to a sum equal to the greater of: (i) the aggregate charges payable by the Customer to Whinstone in the twelve-month period immediately prior to the date on which the cause of action first arose or, if the Agreement had been in force for less than twelve months at that date, the annualized amount of the charges payable by that date; and (ii) USD $250,000.

8.7. Subject to Clause 8.5 but notwithstanding anything else in this Agreement, the aggregate liability of:

8.7.1. the Customer to Whinstone for damage to property, in contract, (including negligence) or otherwise arising under or in connection with this Agreement shall be limited to a sum equal to the aggregate charges payable by the Customer to Whinstone in the twelve-month period immediately prior to the date on which the cause of action first arose or, if the Agreement has been in force for less than twelve months on such date, the annualized amount of the charges payable by that date; and

8.7.2. Whinstone to the Customer for damage to property, in contract, tort (including negligence) or otherwise arising under or in connection with this Agreement shall be limited to a sum equal to the aggregate charges payable by the Customer to Whinstone in the twelve-month period immediately prior to the date on which the cause of action first arose or, if the Agreement has been in force for less than twelve months on such date, the annualized amount of the charges payable by that date.

8.8. In no event will Whinstone have any liability for non-provision or delay in the provision of the Services which:

8.8.1. can be reasonably attributed to the acts or omissions of the Customer, its affiliates, employees, workers, sub-contractors, agents or customers including but not limited to failure to provide complete, accurate information in a timely manner for Whinstone;

8.8.2. arises from or as a consequence of use of the Services other than in accordance with the express terms of this Agreement; and/or

Doc ID: 0576bfab07d364f2b98c7a9e3e9486c652860acc
RHOD-BK-00015591

8.8.3. occurs during any period of suspension in accordance with Clause 12, provided, however, that this Clause 8.8 shall not apply in the case of willful misconduct or negligence by Whinstone, its affiliates, employees, workers, sub-contractors or agents.

8.9. The Customer acknowledges that Whinstone would not enter into this Agreement at the prices herein without the foregoing limitations of liability. Each Party acknowledges that the allocation of risk in this Agreement (including the exclusions and limitations set out in this Clause 8) has been freely negotiated at arm's length and is regarded by it as reasonable. The Customer acknowledges that it has had an opportunity to consider adequate insurance cover and to obtain professional advice in relation to this Clause 8.

8.10. Whinstone shall not be liable for any claim arising under this Agreement unless the Customer gives Whinstone written notice of the claim within twelve months of becoming aware of the circumstances giving rise to the claim.

8.11. Whinstone shall maintain minimum general business liability insurance in the amount of ten million US Dollars per occurrence or replacement value of the Customer's Customer Equipment, whichever is lower. This coverage will not include business income interruption coverage. The Customer is responsible for insuring their equipment and business income interruption insurance.

8.12. Whinstone represents to the Customer that it has secured rights to at least 100 acres of leased land for two years for the Data Center and secured for commercial access up to one (1) gigawatt of aggregated electricity that can be delivered to the Data Center, of which a portion of that may be incrementally offered to the Customer under an Extended Term.

9. ASSIGNMENT

9.1. This Agreement and all rights and obligations hereunder, in whole or in part, may be assigned or transferred by the Customer without the prior written consent of Whinstone. The Customer shall provide prompt written notice to Whinstone of any such assignment or transfer. Following such assignment or transfer, but provided that the Customer has provided written notice thereof to Whinstone, (i) the assignee or transferee shall assume and be liable to Whinstone for the full and faithful performance of all of the Customer's obligations under this Agreement and be considered the "Customer" for all purposes under this Agreement and (ii) Rhodium JV LLC shall have no further liability to Whinstone..

9.2. Whinstone may, upon receipt of the Customer's prior written consent, assign, sub-license or deal in any other manner with this Agreement or any rights under the Agreement, or sub-contract any or all of any or all of obligations under this Agreement to one or more of its affiliates or to any third party upon a sale of all or substantially all of its assets and will provide notice to the Customer of any such assignment, provided, however, that the Customer is provided with the Services under the same terms and conditions as those of this Agreement until the expiration of the Initial Term or the relevant Extended Term, as the case may be, of this Agreement.

10. FORCE MAJEURE

10.1. Neither Party shall in any circumstances be liable to the other for any loss of any kind whatsoever including any damages whether directly or indirectly caused or incurred by the

Doc ID: 0576fabd07d364f2b98c7a9e3a9486c52860acc
RHOD-BK-00015592

other Party by reason of any failure or delay in the performance of its obligations hereunder which is due to Force Majeure.

10.2. If either of the Parties becomes aware of circumstances of Force Majeure which give rise to or which are likely to prevent the performance of any obligations on its part, it shall as soon as reasonably possible and in any event within five (5) Business Days after commencement of the Force Majeure serve notice in writing on the other Party specifying the nature and extent of the circumstances giving rise to Force Majeure.

10.3. If either Party is prevented from performance of substantially all of its obligations by Force Majeure for more than two (2) months in total, the other Party may terminate this Agreement by giving notice in writing to the other Party at any time, in which case neither Party shall have any liability to the other except that rights and liabilities which accrued prior to such termination shall continue to subsist.

11. NOTICES

11.1. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt, or (a) personal delivery to the Party to be notified, (b) when sent, if sent by electronic mail or facsimile during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the respective Parties at their address as set forth below, or to such e-mail address, as subsequently modified by written notice given in accordance with this Clause 11 herein:

11.2. The addresses of the parties for the purposes of Clause 11.1 are:

11.2.1. Whinstone US, Inc.

2721 Charles Martin Hall Road
Rockdale, Texas 76567
Marked for the attention of: Lyle Theriot
Email: Lyle.Theriot@whinstone.us
Attention: Lyle Theriot

11.2.2. Rhodium JV LLC.

7546 Pebble Drive
Fort Worth, Texas 76118
Marked for the attention of: Cameron Blackmon
Email: cameronblackmon@imperiumpartners.io
Attention: Cameron Blackmon

11.3. In proving service, it shall be sufficient to prove that the envelope containing such notice was addressed to the address of the relevant party set out in Clause 11.2 (or as otherwise notified by that party under this Clause) and delivered to that address.

12. SUSPENSION OF SERVICE

12.1. Whinstone reserves the right to suspend the Services for the following reasons:

12.1.1. to carry out Maintenance with the prior written consent of the Customer;

Doc ID: 0876fa8e96d274b2be8744ce8958a4d38a6cc
RHOD-BK-00015593

12.1.2. to make any modification, change, addition to, or replacement of, the Whinstone Equipment or any part of the IP Connection Service or the Services where this is required to conform with any applicable safety, statutory or legal requirements, provided that such modification, change, addition or replacement does not detract from, reduce or impair the overall quality or performance of the Services with prior written consent of the Customer;

12.1.3. where the Customer fails to pay any undisputed Charges in accordance with Clause 3;

12.1.4. where Whinstone is obliged to comply with an order, instruction or request of Government, court, law enforcement agency or other competent administrative or regulatory authority, in which case Whinstone shall provide notice to the Customer as soon as possible, and cooperate with the Customer to mitigate losses or take other appropriate actions;

12.1.5. in an emergency; or

12.1.6. where Whinstone has reason to terminate this Agreement in accordance with its terms.

12.2. Where suspension of the Services is necessary in accordance with the provisions of Clause 12.1.2, Whinstone will carry out such work as Scheduled Maintenance but in circumstances where this is not possible, Whinstone shall use all reasonable endeavors to perform such work between the hours of midnight and 6am and shall restore the Services as soon as reasonably practical in the circumstances.

12.3. If Whinstone exercises its right of suspension under this Clause, this will not exclude its right to terminate this Agreement later in respect of that or any other event, nor will it prevent Whinstone claiming damages from the Customer in respect of any breach.

13. TERMINATION

13.1. This Agreement shall commence on the Effective Date and shall continue for a period of One hundred twenty (120) months from the RFU Date ("**Initial Term**") unless and until terminated in accordance with this Clause 13.

This Agreement shall be automatically extended for a period of 12 months ("**Extended Term**") at the end of the Initial Term and at the end of each Extended Term. The Customer can terminate the contract at the end of the twelfth month of the Initial Term or any Extended Term with no penalty by notifying Whinstone in writing sixty (60) days prior to the end of the contract. Unless notified in writing of termination by the Customer as mentioned above, the Customer contract will renew automatically for an additional twelve (12) months under the same conditions.

13.2. Customer Elected Termination. Whinstone understands and agrees that the Customer shall have the right to elect not to provide a RFU Notice in relation to this Agreement. If no RFU Notice is provided to Whinstone prior to June 1, 2028, this Agreement shall be considered terminated with immediate effect and any rights or obligations of either Party under this Agreement shall be null and void.

13.3. Termination for Cause. Either party (the "**Non-Defaulting Party**") may terminate this Agreement (without prejudice to its other rights and remedies) with immediate effect by written notice to the other party (the "**Defaulting Party**") if:

13.3.1. the Defaulting Party commits a material breach of any of its material obligations under this Agreement (including failing to pay any sums payable under this Agreement by the due date) and if the breach is capable of remedy, fails to remedy it during the period of 30

Doc ID: 0576fabd07d3641[illegible]
RHOD-BK-00015594

days starting on the date of receipt of notice from the Non- Defaulting Party specifying the breach and requiring it to be remedied; or

13.3.2. the Defaulting Party becomes insolvent including being unable to pay its debts as they fall due and/or that the value of its assets is less than the amount of its liabilities, taking into account its contingent and prospective liabilities, proposes an individual, company or partnership voluntary arrangement, has a receiver, administrator or manager appointed over the whole or any part of its business or assets; if any petition shall be presented, order shall be made or resolution passed for its winding up (except for the purpose of a bona fide amalgamation or reconstruction), bankruptcy or dissolution (including the appointment of provisional liquidators/interim receivers or special managers); if it shall otherwise propose or enter into any composition or arrangement with its creditors or any class of them; if it ceases or threatens to cease to carry on business or if it claims the benefit of any statutory moratorium; or

13.3.3. the Defaulting Party suffers, or there occurs in relation to that party, any event which is analogous to any of the events referred to in Clause 13.2.2 in any part of the world.

13.3.4. In the case that the Customer terminates this Agreement due to Whinstone's failure to cure a default, or the matters specified in Clause 13.3 or 13.4, Whinstone will pay for the costs to decommission, clean, package onto pallets and ship the Customer equipment to a new location. Whinstone will also pay Customer's lost revenue from mining resulting from such termination converted to US dollars, which shall be calculated based on the average market price of the mined digital asset and mining difficulty levels for a period of four calendar weeks from the date of the termination.

13.4. It is in the best interest of both Parties to pursue all reasonable efforts to remedy any issues with the Services or Service Level Agreement without termination or penalties. In cases of negligence or failure to maintain the Service Level Agreement for more than two (2) consecutive months, the Customer shall be entitled to the right to terminate the Agreement.

13.5. If Whinstone fails to install all of the Customer Equipment within 60 days of the RFU Date, the Customer shall be entitled to terminate or suspend the Agreement, and Whinstone shall refund the customer the 90% of the installation charges.

13.6. Either Party may terminate this Agreement with immediate effect by written notice and without further obligation or liability to the Customer if required by any law enforcement or other government or regulatory organization or authority or by the courts.

13.7. All rights and obligations of the Parties shall cease to have effect immediately upon termination of this Agreement, except that termination shall not affect:

13.7.1. accrued rights and obligations of the Parties at the date of termination; and

13.7.2. the continued survival and validity of the rights and obligations of the Parties under Clauses 7, 8, this Clause 13.4 and Clauses 15, 17 and 19 and any other provisions of this Agreement necessary for the interpretation or enforcement of this Agreement.

13.8. For the avoidance of doubt, save where otherwise agreed in writing between the Parties, termination of any Services at a site does not constitute termination of this Agreement, and, where this Agreement has been terminated in accordance with its terms, all Services will automatically terminate upon such termination.

13.9. Upon termination of this Agreement, the Customer shall at its own cost and expense return to Whinstone all IP addresses provided to it by Whinstone.

Doc ID: 0576fabd9d2641bb98c7a9e3a9486c52860acc
RHOD-BK-00015595

14. ANTI-BRIBERY AND CORRUPTION

Each Party warrants and represents that it has not and will not carry out any act that could be an offense under anti-bribery laws.

15. APPLICABLE LAW

This Agreement shall be governed by Texas Law and the parties hereby submit to the exclusive jurisdiction of the Texas courts.

16. GENERAL

16.1. No failure or delay of either Party in exercising its rights hereunder (including the right to require performance of any provision of this Agreement) shall be deemed to be a waiver or release of such rights. Any waiver or release must be specifically granted in writing signed by the Party waiving its rights and shall:

16.1.1. be confined to the specific circumstances in which it is given;

16.1.2. not affect any other enforcement of the same or any other right; and

16.1.3. unless it is expressed to be irrevocable, be revocable at any time in writing.

Any single or partial exercise of any right, power or remedy provided by law or under this Agreement shall not preclude any other or further exercise of it or the exercise of any other right, power or remedy.

16.2. If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:

16.2.1. the legality, validity, or enforceability in that jurisdiction of any other provision of this Agreement; or

16.2.2. the legality, validity, or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

16.3. All work performed by Whinstone under this Agreement shall be performed as an independent contractor and not as an agent of the Customer and neither Party shall be, nor represent itself to be, the employee, agent, representative, partner or joint venture of the other. Neither Party shall have the right or authority to assume or create an obligation on behalf of or in the name of the other or to otherwise act on behalf of the other. The performing Party shall be responsible for its employees' compliance with all applicable laws, rules, and regulations while performing work under this Agreement.

16.4. No modification, amendment or other change may be made to this Agreement or any part thereof unless reduced to writing and executed by authorized representatives of Whinstone and the Customer. Unless expressly so agreed, no modification or variation of this Agreement shall constitute or be construed as a general waiver of any provisions of this Agreement, nor shall it affect any rights, obligations or liabilities under this Agreement which have already accrued up to the date of such modification or waiver, and the rights and obligations of the Parties under this Agreement shall remain in full force and effect, except and only to the extent that they are so modified or varied.

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c652860acc
RHOD-BK-00015596

17. ENTIRE AGREEMENT

17.1. This Agreement constitutes the entire understanding between the Parties concerning the subject matter of the Agreement and supersedes any previous agreement or understanding between the Parties in relation to the subject matter.

17.2. With effect from the date of this Agreement all Services shall be provided solely in accordance with the terms of this Agreement and all prior agreements and understandings between the Parties in relation to the same shall be deemed terminated from the date hereof. Save in respect of rights and liabilities arising prior to such date, all such prior agreements and understandings shall cease to be of effect from the date of signature of this Agreement. In no event shall the pre-printed terms and conditions found on any Customer purchase order, acknowledgement, or other form be considered an amendment or modification of this Agreement, even if such documents are signed by representatives of both Parties; such pre- printed terms and conditions shall be null and void and of no force and effect.

17.3. Each Party acknowledges and agrees that in entering into the Agreement or in amending any part of this Agreement, it has not relied on any statement, representation, warranty, understanding, undertaking, promise or assurance (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in the Agreement. Each Party irrevocably and unconditionally waives all claims, rights and remedies which but for this clause it might otherwise have had in relation to any of the foregoing.

17.4. Nothing in Clauses 17.1 to 17.3 (inclusive) shall limit or exclude any liability for fraud.

18. COUNTERPARTS

18.1. This Agreement shall be executed in two originals, each Party shall retain one original respectively This Agreement shall not be effective until each of the Parties has executed at least one counterpart.

18.2. Each counterpart shall constitute an original, but all the counterparts shall together constitute one and the same instrument.

19. THIRD PARTIES

It is agreed that this Agreement is not intended to and does not give to any other person who is not a party to this Agreement any rights to enforce directly any provisions contained in this Agreement except for any person to whom the benefit of this Agreement is assigned or transferred in accordance with Clause 9.

20. FURTHER ASSURANCE

Each Party shall, if requested by the other Party and at the other Party's cost, execute or cause to be executed all documents and do or cause to be done all further acts and things as may be necessary in order to vest in and secure to the other Party and its successors in title the full benefit of the assets, rights and benefits to be transferred or granted to the other Party under this Agreement and for the protection and enforcement of the same and otherwise to give effect to this Agreement and to the rights and obligations contained within this Agreement.

Doc ID: 0576bfab07d364f2b98c7a9e3a9486c652860acc
0576fabe07d364f2b98c7a9e3a9486c652860acc
RHOD-BK-00015597

The Agreement shall come into force from the seal or signature date by both Parties. This Agreement is made out in two original copies, one copy to be held by each Party in witness thereof.

CUSTOMER:

On behalf of Rhodium JV LLC,
By: Imperium Investments Holdings LLC
Its: Manager

x Cameron Blackmon

By: Cameron Blackmon

Its: Manager

Date: 06 / 30 / 2020

WHINSTONE:

On behalf of Whinstone US, Inc.

x Chad Everett Harris

Name: Chad Everett Harris

Title: Director

Date: 07 / 09 / 2020

Doc ID: 0876fade96d2[illegible]cc

EXHIBIT 1

Doc ID: 0876fade9662f4f22be6c744ce0955a4d7e8da

New Hosting Service Agreement No. #R-5MW-006

THIS AGREEMENT (defined below) shall be effective upon the date of receipt of the electronic signature by Whinstone US, Inc.

BY AND BETWEEN

Whinstone US, Inc., a company having its registered office located at 2721 Charles Martin Hall Road, Rockdale, Texas 76567("**Whinstone**")

AND

Rhodium JV LLC of 7546 Pebble Drive, Fort Worth, Texas 76118, (the "**Customer**").

Whinstone and the Customer are referred to individually as "**Party**" and collectively as "**Parties**".

WHEREAS

(A) Whinstone wishes to provide electrical power at its site under the terms and conditions contained in this New Hosting Service Agreement entered into by and between the Parties as of the seal or signature date of both Parties with a Ready For Use ("**RFU**") Date to be set by the Customer no sooner than thirty (30) days from the date of the RFU Notice (as hereinafter defined); and

(B) The Customer desires to utilize Whinstone's services and intends operate 5 MW of Miners and immersible equipment on Whinstone's property in Rockdale, Texas.

NOW THEREFORE, the parties hereby agree as follows:

1. DEFINITIONS

1.1. In this Agreement the following words and expressions shall have the meanings set out below. Additional terms may be defined in the context of particular provisions of this Agreement:

"**Agreement**" means these terms and conditions, any orders placed under them, and any amendments or additions or replacements to any of the aforementioned;

"**AUP**" or "**Acceptable Usage Policy**" means Whinstone Acceptable Usage Policy from time to time which, at the date of this Agreement, is set out in a Schedule to this Agreement;

"**Advanced Remote Hands Service**" means repair and maintenance services that require taking Customer Equipment off rack as detailed in Clause 2.4 below;

"**Background IP**" shall have the meaning set out in Clause 6.5 below;

"**Basic Remote Hands Service**" means repair and maintenance services performed without taking Customer Equipment off rack as detailed in Clause 2.3 below;

"**Business Day**" means a day which is not a Saturday, Sunday or a public holiday in the United States;

"**Capital Expenditure**" shall have the meaning ascribed to that term in Clause 3.14.1 below.

"**Confidential Information**" means the terms of this Agreement and all information whether in written or any other form which has been or may be disclosed in the course of the discussions leading up to the entering into or performance of this Agreement and which is identified as confidential or is clearly by its nature confidential including information relating to this Agreement or the Services, data used or generated in the provision of the Services, or any of Customer's products, operations, processes, plans or intentions, know- how, trade secrets, market opportunities, customers and business affairs;

"**Customer Equipment**" means the Customer's Miners and other Customer equipment installed in the Licensed Area;

"**Data Center**" means the Whinstone leased site located at the former Alcoa Rockdale Energy Sandow Mine facility in Rockdale, Texas;

"**Data Center Rules**" means the rules applying to the Customer's use of the Data Center;

"**Data Protection Laws**" means the laws and regulations governing the use of personal data;

"**Defaulting Party**" shall have the meaning set out in Clause 13.2 below;

"**Developed IP**" shall have the meaning set out in Clause 6.5 below;

"**Extended Term**" shall have the meaning set out in Clause 13.1 below;

"**Force Majeure**" means any event beyond the reasonable control of either or both of the parties including but without limitation to war, civil war, armed conflict or acts of terrorism or a public enemy or other catastrophes, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule or regulation or direction coming into force after the date of this Agreement, epidemics, pressure waves caused by devices traveling at supersonic speeds, nuclear accident, and acts of God and strikes, slowdowns, lockouts or other labor stoppages excluding employee(s) of Whinstone affecting third parties which in each case causes either party to be unable to comply with all or a material part of its obligations under this Agreement;

"**Hosting Service**" means service providing electrical power and ventilation to the Customer Equipment as detailed in Clause 2.2 below;

"**Initial Term**" shall have the meaning set out in Clause 13.1 below;

"**Intellectual Property**" means all intellectual property, including patents, utility models, trade and service marks, trade names, domain names, rights in designs, copyrights, moral rights, topography rights, rights in databases, trade secrets and know-how, in all cases whether or not registered or registrable and including registrations and applications for registration of any of these and rights to apply for the same, rights to receive equitable remuneration in respect of any of these and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world;

"**IP Connection Service**" means the connection to the Customer Equipment permitting communication with the Internet as specified in the Service Details;

"**Licensed Area**" means the Building C where the Customer Equipment will be placed;

Doc ID: 0576fabd07d364f2cb98c7a9e3e9486c52860cc
RHOD-BK-00015601

"**Maintenance**" means any work carried out by Whinstone in order to upgrade, improve or maintain the Service including any modification, change, addition or replacement which does not detract from, reduce or impair the overall quality or performance of the Service;

"**Miners**" means cryptocurrency mining machines, which are part of the Customer Equipment, which connect using the IP Connection Service and send computation results to the Mining Pool.

"**Mining Pool**" is the pooling of resources by Miners, who share their processing power over a network, to split the reward equally, according to the amount of work they contributed to the probability of finding a block.

"**Services**" collectively means Hosting Service, Basic Remote Hands Service, and Advanced Remote Hands Service, with the Hosting Service and Basic Remote Hands Service provided as needed to the Customer;

"**Service Details**" means service details in the format provided by Whinstone pursuant to which the Customer may request Services;

"**Party**" means Whinstone and the Customer (as the case may be) and shall include their permitted assignees and "**Parties**" shall mean both of them;

"**Pass Through Rate**" shall have the meaning set out in Clause 3.11.2 below;

"**Personal Data**" shall have the meaning as defined under the Data Protection Laws;

"**PPM Agreement**" shall have the meaning set out in Clause 3.11.2 below;

"RFU Date" means the Ready For Use Date, which is the date Whinstone will fully provide the Customer the Services;

"RFU Notice" means the written notice provided by the Customer to Whinstone setting the Ready For Use Date. This RFU Notice shall be provided to Whinstone no less than thirty (30) days prior to the Ready For Use Date set forth in the RFU Notice.

"**Representatives**" means, in relation to any party, its officers, employees and agents;

"**Scheduled Maintenance**" means Maintenance that is: (i) carried out between the hours of 12:00 am to 6:00 am; and (ii) notified to the Customer at least five (5) Business Days in advance;

"**Specified Power Draw**" shall have the meaning set out in Clause 3.13 below;

"**Whinstone Equipment**" means any equipment which is supplied by or on behalf of Whinstone to the Customer for the purpose of providing the Services and includes any equipment specified in Service Details; and

1.2. In the event of any conflict between any of the documents referred to in this Clause 1.2, they shall be given the following order of priority:

1.2.1. the terms of the relevant Service Details;

1.2.2. the terms set out in this Agreement; and

1.2.3. the terms set out in the AUP.

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015602

1.3. In the Agreement:

1.3.1. references to Clauses, paragraphs and subparagraphs are references to clauses, paragraphs, subparagraphs of or to this Agreement;

1.3.2. the headings contained in this Agreement are for convenience only and shall not influence the interpretation of this Agreement;

1.3.3. any reference to a statute, statutory provision, subordinate legislation, code or guideline ("legislation") is a reference to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation.

1.4. Whinstone and the Customer each represents and warrants to each other that it has the power to enter into, exercise its rights under and perform and comply with its obligations under this Agreement and all actions, conditions and things required to be taken, fulfilled and done by it to so enter into, exercise its rights under and perform and comply with its obligations under this Agreement and ensure that those obligations are valid, legally binding and enforceable have been taken, fulfilled and done.

2. SERVICE DESCRIPTION

2.1. Data Center Facilities

2.1.1. Whinstone will provide an installation environment for the Customer Equipment including, but not limited to, the Licensed Area in two buildings, rack systems, electricity supply (including PDU), transforming equipment, free air cooling (including evaporative cooling and single phase liquid cooling), smoke detection, IP Connection Service and physical security. Physical security includes 24-hour patrol, camera security, and a fence around the Licensed Area.

2.1.2. Whinstone shall grant the Customer, free of charge, escorted access to the property in Rockdale, TX for equipment inspections, installation, removal, additions, subtractions or physical maintenance by prior appointment.

2.1.3. With written prior consent of the Customer, Whinstone may relocate the Customer Equipment within the Data Center or to another facility operated by Whinstone provided that there are no changes to the terms of this Agreement. Any such relocation of the Customer Equipment will be carried out by Whinstone. Any costs incurred in relation to such relocation will be borne by Whinstone. The Customer shall reserve the right to inspect the new facility beforehand.

2.1.4. When the Customer visits the property in Rockdale, TX or accesses the Data Center network remotely the Customer shall at all times comply with the Data Center Rules that have been provided to the Customer in advance; provided, however, that the Customer shall only be obligated to comply with such Data Center Rules to the extent that they are reasonable. Whinstone shall provide the Customer a copy of the Data Center Rules and shall send a new copy if there are any changes made therein.

2.1.5. Whinstone represents and warrants that building or other permits, city inspection, or certification is not required with regard to providing services under this Agreement.

2.1.6. Whinstone represents and warrants that the Data Center has been certified by the Texas Comptroller of Public Accounts as, and is presently publicly registered with the Texas Comptroller as a "Qualifying Data Center" within the meaning of the Texas Tax Code Section 151.359 and the rules promulgated thereunder, and, as such, is entitled to claim an exemption from the Texas state sales tax for qualifying purchases. Whinstone

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c652860cc
RHOD-BK-00015603

covenants and agrees that the Data Center shall remain certified by and publicly registered with the Texas Comptroller as a "Qualifying Data Center" during and throughout the Initial Term.

2.2. Overview of Hosting Service

Whinstone shall be responsible for the following:

2.2.1. License of the Licensed Area.

2.2.2. Provision of the cabling for a connection to the IP Connection Service by way of a CAT 5e Ethernet cable.

2.2.3. Escorted access by the Customer's employees to the Customer Equipment at any time from 10 am to 5 pm Monday through Friday.

2.2.4. Monitored alarm and security call out service.

2.2.5. Physical Security: The facility will be surrounded by fencing and monitored by security cameras. Whinstone shall implement access control policies to ensure non-authorized persons are not able to enter the facility. Armed personnel will be onsite at all times.

2.2.6. IT Security: Whinstone will install a firewall and implement an IT security policy to prevent unauthorized access physically or remotely, viruses and ransomware. However, the Customer shall have the right to install its own firewall and implement its own security policies in the place of or in addition to Whinstone as mutually agreed to by both parties.

2.2.7. Fire detection and alarm system.

2.2.8. Equipment parts storage and inventory management.

2.2.9. After the RFU Date, acceptance of delivery of the Customer Equipment between 10:00 am to 4:00 pm on Business Days, subject to two (2) Business Days' notice to Whinstone, to be stored prior to installation.

2.2.10. Whinstone will be solely responsible for handling any complaints from third parties with respect to the noise from the Customer Equipment and shall hold the Customer harmless from any responsibility or costs arising out of or in relation to such complaints.

2.2.11. Whinstone will install all Customer Equipment on the data center racks, provide power and internet connection within thirty days of RFU Date. Installation includes unpacking, assembly and installation, LAN cable and power connection, initial setting, and garbage disposal.

2.2.12. Whinstone will provide stable power supply to the Customer's equipment at 240V. The equipment's power consumption may be adjusted by following instructions from the manufacturer. Whinstone will comply with any request from the Customer to adjust the power consumption if the total power consumption of all Customer equipment does not exceed the Specified Power Draw, or fall below eighty percent (80%) of the Specified Power Draw, unless both Parties mutually agree to do so.

2.2.13. Whinstone will follow the Service Level Agreement in Clause 4 and make its best efforts to ensure:

i. Average air intake temperature into the Customer's Miners is not greater than 30 degrees Celsius by maintaining sufficient airflow, preventing mixing of cool and

Doc ID: 0576fabb07d364f2b98c7a9e3e9486c652860acc
RHOD-BK-00015604

hot exhaust air from the equipment in the data center, and using evaporative cooling;

ii. Filters are used in the air intake system of the data center facility, and the air inside the data center is free of dust, insects, corrosion, precipitation and condensation.

iii. Intake and exhaust fans are free of obstruction or debris.

2.2.14. Whinstone will label all the Customer Equipment, cables, replacement parts to track inventory, replacement parts, and to make Basic Remote Hand Service the most efficient.

i. Whinstone will reference Miners with a unique identifiable identification number when giving reports to the Customer;

ii. For equipment other than Miners which may not have a unique ID number, Whinstone will properly label and store the equipment separate from other customers in the data center.

2.2.15. Whinstone will provide monthly reports to the Customer. These reports shall contain a summary of monthly power draw as measured from power consumption meters and include appropriate billing owed to Whinstone by the Customer.

2.2.16. Whinstone will provide Basic Remote Hands Service at no extra charge as outlined in Clause 2.3.1 and will offer Advanced Remote Hands Service for additional cost as outlined in Clause 2.4.1.

2.2.17. Customers may inspect the site before shipping its equipment and supplies to bring the Customer's Miners online. Upon completion of the inspection, the Customer may reduce the Specified Power Draw cited in Clause 3.12.1 if the site does not meet Customer's expectations and reduce the Advanced Remote Hands Service fee by the same proportionate amount as the reduction of Specified Power Draw.

2.3. Basic Remote Hands Service

2.3.1. Basic Remote Hands Service is available twenty-four (24) hours a day, seven (7) days a week. Where requested by the Customer, Whinstone staff shall be available to perform the following tasks only on the instructions of the Customer in respect of the Customer Equipment:

i. Remote monitoring of equipment performance and status;

ii. Remote fault diagnosis;

iii. Pushing a button;

iv. Switching a toggle;

v. Power cycling (turning on/off) the Customer Equipment;

vi. Re-setting, rebooting the Customer Equipment;

vii. Securing cabling to connections

viii. Observing, describing and/or reporting to the Customer indicator lights or display information on machines or consoles;

ix. Cable organization;

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015605

x. Modifying basic cable layout, labelling and/or re-labelling of the Customer Equipment;

xi. Cable patching;

xii. Checking alarms for faults; and/or

xiii. Inserting/removing discs or equivalent storage devices into/ from the Customer Equipment.

2.4. Advance Remote Hands Service

2.4.1. The following Advanced Remote Hands Services are not included in the Basic Remote Hands Service but may be provided by Whinstone to the Customer on a best effort basis. Unless explicitly expressed in Clause 2.3.1, in cases of ambiguity between Advanced Remote Hands Services and Basic Remote Hands Services, Advanced Remote Hands Services shall come into effect if the Customer Equipment must be taken off the rack:

i. Installing applications or software to the Customer Equipment;

ii. Uploading of data to the Customer Equipment;

iii. Configuring the Customer Equipment operating system;

iv. Configuring any software or applications on the Customer Equipment;

v. Customer Equipment component fault diagnosis;

vi. Software component fault diagnosis;

vii. Rectifying problems caused by the Customer Equipment or software;

viii. Rectifying problems caused by the Customer; or

ix. Any service whatsoever requiring the opening of the outer casing of any of the Customer Equipment.

2.4.2. Communication for Advance Remote Hands Service shall be done via email or Whinstone's ticketing system. Whinstone will follow the Service Level Agreement as well as the work schedule specified in Clause 4.

2.4.3. Advanced Remote Hands Service shall be provided by Whinstone to the Customer for a fixed monthly fee as detailed in Clause 3.12, separately from Hosting Fees which includes only the Basic Remote Hands Service.

3. CHARGES AND PAYMENTS

3.1. In consideration of the provision of the Services, the Customer shall pay charges in accordance with this Clause 3.

3.2. Whinstone shall issue a monthly invoice to the Customer no later than the tenth day of the following month containing all charges and fees for providing the Services under this contract, including the Hosting Fees prepayment under 3.11.2. The Customer shall pay the undisputed amounts of such invoice no later than the last day of the month in which the Customer receives it.

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015606

3.3. If the Customer requests Whinstone to provide any services other than contemplated in this Agreement, Whinstone shall be entitled to invoice the Customer for any and all changes to such services pursuant to the agreement between the parties.

3.4. If either Party fails to pay any amount owed under this Agreement by the dates set forth herein:

3.4.1. The Party to receive payment shall be entitled but not obliged to charge the Customer interest at a rate of 5% per year on the overdue amount commencing 14 business days after the due date up to the date of actual payment.

3.4.2. Actual power consumption is measured at the end of each month, and a credit or debit is applied toward the next hosting fee prepayment invoice. If the credit or debit is not paid or applied on that invoice, the Party to receive payment shall be entitled but not obliged to charge the other Party interest 5% per year on the overdue amount commencing 14 business days after the due date of the invoice to the date of actual payment.

3.5. All charges and payments referred to in this Agreement are inclusive of sales tax (if applicable) and all similar taxes and duties payable in respect of such payments. To the extent that additional tax is properly chargeable to the Customer, the Customer shall pay at the time that the payment becomes due.

3.6. All amounts due under this Agreement shall be paid in accordance with all work performed and services provided. In the event that the Parties change the scope of the services, Whinstone and the Customer will agree on all billing changes and handle each credit or debit once there is a mutual agreed amount.

3.7. In the event of any failure by either Party to make full payment to the other Party of any and all amounts due pursuant to this Agreement, the Party owing payment shall be responsible for all costs and expenses which the other Party reasonably incurs in collecting such amounts.

3.8. The Parties may combine charges and invoices and offset any amounts owed to the other Party.

3.9. This Clause intentionally left blank.

3.10. Installation Fees

3.10.1. This Clause intentionally left blank.

3.10.2. Installation is considered complete when the Miner is seen remotely connecting to the Mining Pool and sending computation. In cases of faulty equipment, installation will be considered complete when Whinstone diagnoses the fault, sends a report to the Customer, and completes installation of alternative equipment.

3.10.3. This Clause intentionally left blank.

3.11. Hosting Fees

3.11.1. The Hosting Fees cover all services and items specified in this Agreement except for Advanced Remote Hands Service in Clause 3.12 and is calculated based on the power consumption of the Customer Equipment and shall not include Whinstone's own equipment (PUE) or the equipment of Whinstone's other customers.

3.11.2. The Hosting Fee rate is the lesser of either (i) $0.01705 USD or (ii) the "Pass Through Rate" as hereinafter defined. As used herein, the "**Pass Through Rate**" is defined as the lesser of either (i) the "Net Effective Rate" as that rate is defined and calculated in the

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c652860cc
RHOD-BK-00015607

Pro Forma Pricing Model attached as Attachment C to that certain Power Services Agreement entered into by and between Whinstone and Priority Power Management LLC on April 3, 2020 (the "**PPM Agreement**") or (ii) the exact price at which Whinstone is billed monthly for electricity provided to Customer per kilowatt-hour. The Hosting Fee rate shall remain unchanged for 3 (three) consecutive years under any Extended Term under Clause 13.1. Whinstone will install power consumption meters at the transformers.

3.11.3. Whinstone, to the best of its knowledge, confirms that the "Pass Through Rate" is presently $14.74 per Megawatt Hour as shown in the Pro Forma Pricing Model attached as Attachment C to the PPM Agreement, a materially accurate copy of which is attached hereto as Exhibit "1". Customer understands that this rate is variable.

3.11.4. Hosting Fee rate = $17.05 per Megawatt Hour or lower depending on the "Pass Through Rate" for 3 years, with the option to renew for the remainder of the Initial Term at the same pre-agreed upon terms seen in 3.11.2, in one year increments. Whinstone will invoice a 5,000 kW upon deployment of the Customer Equipment. Whinstone will require the payment to be made fifteen days prior to powering the Licensed Area.

3.12. Advanced Remote Hands Service Fee

3.12.1. Whinstone will invoice the Customer a fixed monthly fee of $1,667.00 (USD) for the Advanced Remote Hands Services based on a scale of 1317 Miners, or 5mW equivalent. Whinstone will invoice Advanced Remote Hands Services together with the Hosting Fees and the applicable period for services rendered shall be the same month as the Hosting Fees unless otherwise specified. Notwithstanding the prior sentence, until all Specified Power Draw is provided, and all the Miners have been installed, Whinstone will invoice the Customer for Advanced Remote Hands Services based on the average number of installed Miners during the prior month. This fixed monthly fee will be credited towards Customer's power bill in the result that there is greater than or equal to eighty percent (80%) of the Specified Power Draw at the rate specified in Clause 3.11.1

3.12.2. Whinstone will adhere to all sections of the Service Level Agreement in Clause 4 as well as those specifically detailed for the Advanced Remote Hands Service.

3.12.3. In the likely result that the Advanced Remote Hands Service Fee is not necessary for Customer because they are monitoring their own systems with on-site staff, Customer will elect, in writing, that this service is no longer needed. Upon election and acceptance from Whinstone, this fixed monthly fee will be waived indefinitely.

3.13. Specified Power Draw

3.13.1. Whinstone will provide the Customer with at least 5,000 kW (5) MW of power available for the Services by the RFU Date. As a minimum commitment, regardless of power consumption, the Customer shall pay for Hosting Fees for greater than or equal to eighty percent (80%) of the Specified Power Draw at the rate specified in Clause 3.11.1.

3.13.2. Customer and Whinstone agree, to the best of their ability, to be fair in negotiations and working to a mutually beneficial decision in the result of unforeseen circumstances.

For Purpose of Example and Reference, a cost of power calculation has been provided below based on $17.05/mWh ($0.01705/kWh), the "Hosting Fee rate"

30-day month: 5,000 kW * Hosting Fee * 24 hours * 30days = $61,380.00
31-day month: 5,000kW * Hosting Fee * 24 hours * 31days = $63,426.00

3.13.3. If Whinstone determines that the over-usage of power cannot be reasonably permitted, Whinstone reserves the right to require the Customer to remove or deactivate sufficient

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c652860acc
RHOD-BK-00015608

Customer Equipment to prevent such over-usage within 24 hours of notification, which will describe in detail the reasons for the removal or deactivation. Whinstone shall consult with the Customer in good faith before determining to remove or deactivate.

3.14. The Customer will pay to Whinstone the "Capital Expenditure" (as defined in the following sentence) not to exceed $800,000. The Capital Expenditure shall be paid in full to Whinstone no later than five (5) business days after the RFU Notice is provided. The "**Capital Expenditure**" is defined as the lesser of either (i) the actual costs of construction and buildout of the infrastructure, building and power requirements of the Licensed Area or (ii) Eight Hundred Thousand U.S. Dollars ($800,000.00 USD). No later than thirty (30) days after the the RFU date, Whinstone shall provide to Customer a full accounting of the actual costs of construction and buildout of the infrastructure, building and power requirements of the Licensed Area along with accurate receipts, bookkeeping, and proof of purchase for all invoices exceeding $5,000 per line item.

3.15. This Clause intentionally left blank.

3.16. Whinstone agrees that all costs of construction and buildout of the infrastructure, building and power requirements of the Licensed Area greater than $800,000 will be at the sole cost and expense of Whinstone. Whinstone agrees that, in the result of which this $800,000 is more than necessary for the Capital Expenditure, Whinstone will refund the remaining funds to Customer.

3.17. Whinstone represents and warrants that the Capital Expenditure and Hosting Fees shall be exempt from Texas state sales tax because the expenditures for which the Capital Expenditure and Hosting Fees will be allocated are qualifying purchases for a "qualifying data center" within the meaning of Texas Tax Code Section 151.359 and the rules promulgated thereunder. In the event that, at any time during the Initial Term, any Texas state sales tax should be assessed on any portion of the Capital Expenditure or any portion of the Hosting Fees, Whinstone shall pay such Texas state sales tax solely from its own funds and shall indemnify and hold harmless the Customer from any and all liability, charges, costs, assessments, fees, fines, penalties and interest arising out of such assessment.

3.18. Whinstone agrees that the Capital Expenditure allows Customer complete use of the Licensed Area for a continuous, uninterrupted period of ten (10) years, unless otherwise mutually agreed upon by both Parties in writing at a later date.

4. OPERATIONS AND SERVICE LEVEL AGREEMENT ("SLA")

4.1. Whinstone reserves the right to vary the technical specifications of the Services where necessary for operational reasons and without detracting from, reducing or impairing the overall quality or performance of the Services, after giving reasonable written notice to the Customer (except in the case of an emergency where notice is not possible; provided, however, that in such case, Whinstone shall provide notice to the Customer then as soon as reasonably possible).

4.2. Without prejudice to Clause 4.1, Whinstone reserves the right to, after providing the Customer with reasonable advance written notice (provided, however, that in the event of an emergency, as soon as reasonably possible) at any time to make any change, addition to or replacement of any part of the Services where this is required to conform with any applicable safety, statutory or legal requirement, provided that this does not detract from, reduce or impair the overall quality or performance of the Services.

4.3. The Customer may report any claims including failures of performance of the Services by Whinstone to the Whinstone support center at any time. Whinstone shall take all actions necessary to remedy such failures as soon as possible.

Doc ID: 0576bfab07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015609

4.4. Interface or access to inventory, monitoring and Hashtrend software is provided to the Customer at no additional charge.

4.5. Uptime Guarantee

4.5.1. Whinstone guarantees an uptime percentage (percentage of time to maintain uninterrupted performance of the total Customer Equipment) of 96.35% and no more than 6 days of planned downtime due to loss of power, construction, or network outage.

4.5.2. Whinstone will not charge Customer for any power cost during the period of which there is interrupted performance of the total Customer Equipment.

4.5.3. Whinstone will give at least twenty-four (24) hours advance notice to the Customer via email before any datacenter downtime, or any downtime affecting more than one hundred (100) machines at one time.

4.5.4. If any unplanned event causes more than 10% of equipment to go offline, Whinstone will acknowledge the alert within 1 hour and report immediately to the Customer. Whinstone will attempt to begin remedy of the issue within 1 hour of alert acknowledgement and shall provide a full incident report within 5 business days of alert acknowledgement to the Customer.

4.6. Performance Guarantee

4.6.1. Whinstone will perform maintenance and repairs to ensure the total daily average hashrate of all machines does not fall by more than 5% below the Customer Equipment manufacturer's specified range.

4.6.2. If total hourly average hashrate of all Customer Equipment falls more than 10% compared to the previous hour, Whinstone will respond to the incident within 1 hour and provide a full incident report within 5 business days of the incident to the Customer.

4.6.3. Whinstone will make the best effort to employ a monitoring system to monitor uptime, performance and other machine metrics.

4.6.4. Whinstone shall maintain average hashrate overall for Customer Equipment within the tolerance range of the equipment manufacturer's specifications.

4.6.5. Whinstone shall acknowledge alerts from its monitoring system within 30 minutes and respond within 1 hour. If the problem cannot be corrected, the Customer Equipment affected will be place in a maintenance queue and reported to the Customer by the next business day.

4.6.6. Whinstone will reply to notices from the Customer on the same business day.

4.6.7. Whinstone shall maintain an intake temperature suitable for proper operation of the machines. If any machines do overheat, Whinstone shall turn them off as soon as possible and report the issue to the Customer.

4.7. Advanced Remote Hands Service

4.7.1. Whinstone will provide Advanced Remote Hands Service from 9 am to 9 pm, seven days a week. This service includes repairs, unracking/racking units, and replacement of parts such as hashboards, fans, controller boards.

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015610

4.7.2. If the hourly hashrate performance of a single Miner drops more than 10%, Whinstone will respond within 30 minutes, and attempt to repair or replace faulty parts and components within 1 hour. If the issue cannot be resolved within 1 hour, Whinstone will place the equipment into a maintenance repair queue.

4.7.3. Whinstone shall reduce the maintenance repair queue at all times it is not responding to any incidents.

4.8. Whinstone will sell electricity in lieu of providing electricity to the Customer if the Ercot Market profitability exceeds the 250% of the contract price. The profit will be distributed 100% to the Customer.

5. WHITELABELING OF SERVICES

The Customer may white label the Services and arrangements under this Agreement on a back-to-back basis to specifically named third parties upon thirty-day notification to Whinstone, and Whinstone shall accept such execution of this right provided there are no changes to the terms of this Agreement. Any requested changes to warranties, representations, obligations, or service levels to be provided by Whinstone shall be negotiated in good faith by the Parties. Unless prior arrangement is made, the Customer shall be responsible for billing and collection associated with any white label offering.

6. OWNERSHIP AND INTELLECTUAL PROPERTY

6.1. The Parties acknowledge and agree that the Customer Equipment is the sole property of the Customer. In no event shall Whinstone claim ownership of any of the equipment.

6.2. The Parties acknowledge and agree that any outcomes or productivities, including but not limited to, block chains, hash and digital currencies, generated from the operation of the equipment are the sole property of the Customer. In no event shall Whinstone claim the ownership of any of such outcomes or productivities.

6.3. Whinstone shall not sell or create any mortgage, lien, or any kind of encumbrance on the Customer Equipment, the Intellectual Property, or any outcomes or productivities owned by the Customer.

6.4. The Customer will have a non-transferable license to use any IP address allocated by Whinstone to the Customer for the duration of this Agreement. If this Agreement is terminated for any reason, the Customer's license to use the IP address shall automatically terminate.

6.5. Customer owns any Developed IP. "**Developed IP**" means any intellectual property other than Background IP created or discovered by the Parties in connection with this Agreement, including without limitation any reports Whinstone provides to Customer. "**Background IP**" means all intellectual property owned or licensed by a Party before starting services under this Agreement or independent of services under this Agreement. The Developed IP is a work made for hire for the Customer to the extent permitted by applicable law, and Customer retains all intellectual property rights in the Developed IP. To the extent that Whinstone or its personnel own any rights in the Developed IP, Whinstone assigns, or will procure the assignment of, all rights, title, and interest in the Developed IP to Customer. If applicable law prevents future assignments, Whinstone will assign, or will procure the assignment of, such rights as these are created. If applicable law prevents Whinstone from transferring ownership of any

Doc ID: 0576fabd96624f42be8647ee0853a4d1e0da
RHOD-BK-00015611

Developed IP to Customer, Whinstone grants Customer a perpetual, irrevocable, exclusive, royalty-free, fully-paid, transferable, worldwide license, with the right to sublicense, to: (1) reproduce, prepare derivative works of, distribute, publicly perform, publicly display, and otherwise use such Developed IP; and (2) make, use, sell, offer for sale, import, export any component of, and otherwise dispose of such Developed IP. This agreement does not transfer any rights associated with Background IP, which will remain vested with their owners.

6.6 Whinstone will defend Customer and its affiliates, and indemnify them against liabilities in any third-party legal proceeding to the extent arising from an unaffiliated third party's allegation that Customer or its affiliate's use of the Services or any deliverable under this Agreement from Whinstone infringes or misappropriates the third party's Intellectual Property Rights.

7. CONFIDENTIALITY

7.1. The parties agree that Confidential Information:

7.1.1. shall be used solely for the purpose for which it was furnished in connection with performance of this Agreement;

7.1.2. shall be maintained in strict confidence and shall not be disclosed to third parties, provided, however, that Whinstone and the Customer may disclose Confidential Information to their respective affiliates and sub-contractors and their respective employees who need to have access to such Confidential Information for the purposes of providing the Services on the condition that Whinstone and the Customer shall procure compliance by such sub-contractors or affiliates and their respective employees with the terms of this Clause 7; provided, however, that Whinstone and the Customer shall be responsible for any breach of the obligations set forth in this Clause 7 by such sub-contractors or affiliates and their respective employees; and

7.1.3. upon termination of this Agreement shall be returned to the disclosing Party, together with all copies, or (at the disclosing Party's option) destroyed.

7.2. Any disclosure of Confidential Information permitted under Clause 7.1.2 shall be in confidence, and only be to the extent that any persons to whom the information is disclosed need to know the same for the performance of their duties and the receiving Party shall be obliged to procure that all such persons are aware of the obligation of confidentiality and undertake to comply with it.

7.3. The obligations of confidentiality and restricted use set out in Clauses 7.1 and 7.2 are not applicable to Confidential Information that:

7.3.1. was previously or becomes known to the receiving Party, free from any obligation to keep the same confidential (provided that Confidential Information disclosed in contemplation of the provision of the Services shall still remain subject to such obligations);

7.3.2. is or becomes generally available to the public, other than as a direct or indirect result of unauthorized disclosure by the receiving Party, its affiliates or a person engaged by the receiving Party or its affiliates contrary to their respective obligations of confidentiality;

7.3.3. is shown to have been independently developed by the receiving Party, its officers, employees, agents or contractors;

7.3.4. the Parties agree in writing that it need not be kept confidential; or

Doc ID: 0576fab07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015612

7.3.5. is required to be disclosed by law or by regulation or by the order of any governmental authority or court provided that, to the extent permitted by law, prior to any disclosure, the receiving Party notifies the disclosing Party of the information to be disclosed and the circumstances in which the disclosure is alleged to be required as early as reasonably possible before such disclosure must be made and, at the disclosing Party's request and cost, assists the disclosing Party in avoiding or limiting any such disclosure.

7.4. Without prejudice to any other rights and remedies that the disclosing Party may have, the receiving Party agrees that if Confidential Information is used or disclosed or threatened to be used or disclosed other than in accordance with the terms of this Agreement, the disclosing Party shall, without proof of special damage, be entitled to seek an injunction, specific performance or other equitable relief for any actual or threatened breach of this Clause 7.

7.5. Notwithstanding Clause 7.1, Whinstone will request in writing to the Customer and request the Customer to participate in its advertising and/or promotional literature and other materials. The Customer has the right to opt out of any and all advertising request.

7.6. In order for Whinstone to provide the Services, the Customer will need to supply certain information or data. Where such information or data constitutes Personal Data, Whinstone will comply with the Data Protection Laws. The Parties shall duly observe and comply with all their obligations under the Data Protection Laws in relation to any Personal Data processed in connection with this Agreement and shall render such assistance and cooperation as is reasonably necessary or reasonably requested by the other Party in respect thereto.

7.7. It shall be the Customer’s responsibility to keep any Personal Data provided to Whinstone up to date and the Customer warrants and undertakes to Whinstone that all of its Personal Data and contact details are accurate and complete.

7.8. Whinstone may pass the Customer’s Personal Data to Whinstone affiliates and to any third-party suppliers Whinstone may use to provide services that involve processing data on Whinstone’s behalf for the purpose of providing the Services and as contemplated by the terms of this Agreement; provided, however, that Whinstone shall be responsible for any breach of the obligations set forth in this Clause 7 by such affiliates and third party suppliers.

8. LIABILITY, REPRESENTATIONS, WARRANTIES, AND INDEMNIFICATIONS

8.1. Both Parties represent and warrant that they have the right and capacity to enter into this Agreement and fully perform their respective obligations hereunder;

8.2. Whinstone shall perform the Services as described herein and shall provide the Services in a professional manner consistent with industry standards.

8.3. Whinstone hereby agrees to indemnify and hold harmless the Customer and any of its managers, owners, successors, licensees and assignees, from any and all losses, costs, liabilities, damages and expenses, including but not limited to, reasonable attorney fees resulting from any breach of any obligations, representation, warranty and/or covenant under this Agreement. Notwithstanding any provisions herein, Whinstone agrees to indemnify the Customer for any losses directly or indirectly caused by negligence or intentional or willful misconduct of Whinstone in its performance of obligations under this Agreement, including but not limited to, faulty operations, bad design, or misuse of the facilities in the datacenter.

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c652860acc
RHOD-BK-00015613

8.4. If electrical supply is suspended for five (5) or more consecutive days, or more than seven (7) days in any twelve (12) month period due to any cause other than due to Force Majeure event, the Customer is entitled to suspend or terminate this Agreement by giving a written notice to Whinstone. Written notice will be signed and emailed to Whinstone, and a physical copy will be sent to Whinstone's registered address. The timestamp of the email will be considered the date of the receipt of such notice. If the Customer terminates this Agreement for the aforementioned reason, Whinstone shall pay for the costs to decommission, clean, package onto pallets and for the shipping cost to transport all Customer's Customer Equipment to a new location.

8.5. Neither Party excludes or limits its liability to the other Party for:

8.5.1. death or personal injury caused by its negligence;

8.5.2. fraud or fraudulent misrepresentation.

8.6. Subject to Clauses 6, 8.5, 8.7, and claims for outstanding payment, the aggregate liability of each Party to the other in contract, tort (including negligence), for breach of a statutory duty or otherwise arising under or in connection with this Agreement or its subject matter shall be limited to a sum equal to the greater of: (i) the aggregate charges payable by the Customer to Whinstone in the twelve-month period immediately prior to the date on which the cause of action first arose or, if the Agreement had been in force for less than twelve months at that date, the annualized amount of the charges payable by that date; and (ii) USD $250,000.

8.7. Subject to Clause 8.5 but notwithstanding anything else in this Agreement, the aggregate liability of:

8.7.1. the Customer to Whinstone for damage to property, in contract, (including negligence) or otherwise arising under or in connection with this Agreement shall be limited to a sum equal to the aggregate charges payable by the Customer to Whinstone in the twelve-month period immediately prior to the date on which the cause of action first arose or, if the Agreement has been in force for less than twelve months on such date, the annualized amount of the charges payable by that date; and

8.7.2. Whinstone to the Customer for damage to property, in contract, tort (including negligence) or otherwise arising under or in connection with this Agreement shall be limited to a sum equal to the aggregate charges payable by the Customer to Whinstone in the twelve-month period immediately prior to the date on which the cause of action first arose or, if the Agreement has been in force for less than twelve months on such date, the annualized amount of the charges payable by that date.

8.8. In no event will Whinstone have any liability for non-provision or delay in the provision of the Services which:

8.8.1. can be reasonably attributed to the acts or omissions of the Customer, its affiliates, employees, workers, sub-contractors, agents or customers including but not limited to failure to provide complete, accurate information in a timely manner for Whinstone;

8.8.2. arises from or as a consequence of use of the Services other than in accordance with the express terms of this Agreement; and/or

Doc ID: 0576bfab07d364f2b98c7a9e3e9486c652860acc
RHOD-BK-00015614

8.8.3. occurs during any period of suspension in accordance with Clause 12, provided, however, that this Clause 8.8 shall not apply in the case of willful misconduct or negligence by Whinstone, its affiliates, employees, workers, sub-contractors or agents.

8.9. The Customer acknowledges that Whinstone would not enter into this Agreement at the prices herein without the foregoing limitations of liability. Each Party acknowledges that the allocation of risk in this Agreement (including the exclusions and limitations set out in this Clause 8) has been freely negotiated at arm's length and is regarded by it as reasonable. The Customer acknowledges that it has had an opportunity to consider adequate insurance cover and to obtain professional advice in relation to this Clause 8.

8.10. Whinstone shall not be liable for any claim arising under this Agreement unless the Customer gives Whinstone written notice of the claim within twelve months of becoming aware of the circumstances giving rise to the claim.

8.11. Whinstone shall maintain minimum general business liability insurance in the amount of ten million US Dollars per occurrence or replacement value of the Customer's Customer Equipment, whichever is lower. This coverage will not include business income interruption coverage. The Customer is responsible for insuring their equipment and business income interruption insurance.

8.12. Whinstone represents to the Customer that it has secured rights to at least 100 acres of leased land for two years for the Data Center and secured for commercial access up to one (1) gigawatt of aggregated electricity that can be delivered to the Data Center, of which a portion of that may be incrementally offered to the Customer under an Extended Term.

9. ASSIGNMENT

9.1. This Agreement and all rights and obligations hereunder, in whole or in part, may be assigned or transferred by the Customer without the prior written consent of Whinstone. The Customer shall provide prompt written notice to Whinstone of any such assignment or transfer. Following such assignment or transfer, but provided that the Customer has provided written notice thereof to Whinstone, (i) the assignee or transferee shall assume and be liable to Whinstone for the full and faithful performance of all of the Customer's obligations under this Agreement and be considered the "Customer" for all purposes under this Agreement and (ii) Rhodium JV LLC shall have no further liability to Whinstone..

9.2. Whinstone may, upon receipt of the Customer's prior written consent, assign, sub-license or deal in any other manner with this Agreement or any rights under the Agreement, or sub-contract any or all of any or all of obligations under this Agreement to one or more of its affiliates or to any third party upon a sale of all or substantially all of its assets and will provide notice to the Customer of any such assignment, provided, however, that the Customer is provided with the Services under the same terms and conditions as those of this Agreement until the expiration of the Initial Term or the relevant Extended Term, as the case may be, of this Agreement.

10. FORCE MAJEURE

10.1. Neither Party shall in any circumstances be liable to the other for any loss of any kind whatsoever including any damages whether directly or indirectly caused or incurred by the

Doc ID: 0576fabd07d364f2b98c7a9e3a9486c52860acc
RHOD-BK-00015615

other Party by reason of any failure or delay in the performance of its obligations hereunder which is due to Force Majeure.

10.2. If either of the Parties becomes aware of circumstances of Force Majeure which give rise to or which are likely to prevent the performance of any obligations on its part, it shall as soon as reasonably possible and in any event within five (5) Business Days after commencement of the Force Majeure serve notice in writing on the other Party specifying the nature and extent of the circumstances giving rise to Force Majeure.

10.3. If either Party is prevented from performance of substantially all of its obligations by Force Majeure for more than two (2) months in total, the other Party may terminate this Agreement by giving notice in writing to the other Party at any time, in which case neither Party shall have any liability to the other except that rights and liabilities which accrued prior to such termination shall continue to subsist.

11. NOTICES

11.1. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt, or (a) personal delivery to the Party to be notified, (b) when sent, if sent by electronic mail or facsimile during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the respective Parties at their address as set forth below, or to such e-mail address, as subsequently modified by written notice given in accordance with this Clause 11 herein:

11.2. The addresses of the parties for the purposes of Clause 11.1 are:

11.2.1. Whinstone US, Inc.

2721 Charles Martin Hall Road
Rockdale, Texas 76567
Marked for the attention of: Lyle Theriot
Email: Lyle.Theriot@whinstone.us
Attention: Lyle Theriot

11.2.2. Rhodium JV LLC.

7546 Pebble Drive
Fort Worth, Texas 76118
Marked for the attention of: Cameron Blackmon
Email: cameronblackmon@imperiumpartners.io
Attention: Cameron Blackmon

11.3. In proving service, it shall be sufficient to prove that the envelope containing such notice was addressed to the address of the relevant party set out in Clause 11.2 (or as otherwise notified by that party under this Clause) and delivered to that address.

12. SUSPENSION OF SERVICE

12.1. Whinstone reserves the right to suspend the Services for the following reasons:

12.1.1. to carry out Maintenance with the prior written consent of the Customer;

Doc ID: 0876fa8e96627d42be8c744ce8858a4d38bda

12.1.2. to make any modification, change, addition to, or replacement of, the Whinstone Equipment or any part of the IP Connection Service or the Services where this is required to conform with any applicable safety, statutory or legal requirements, provided that such modification, change, addition or replacement does not detract from, reduce or impair the overall quality or performance of the Services with prior written consent of the Customer;

12.1.3. where the Customer fails to pay any undisputed Charges in accordance with Clause 3;

12.1.4. where Whinstone is obliged to comply with an order, instruction or request of Government, court, law enforcement agency or other competent administrative or regulatory authority, in which case Whinstone shall provide notice to the Customer as soon as possible, and cooperate with the Customer to mitigate losses or take other appropriate actions;

12.1.5. in an emergency; or

12.1.6. where Whinstone has reason to terminate this Agreement in accordance with its terms.

12.2. Where suspension of the Services is necessary in accordance with the provisions of Clause 12.1.2, Whinstone will carry out such work as Scheduled Maintenance but in circumstances where this is not possible, Whinstone shall use all reasonable endeavors to perform such work between the hours of midnight and 6am and shall restore the Services as soon as reasonably practical in the circumstances.

12.3. If Whinstone exercises its right of suspension under this Clause, this will not exclude its right to terminate this Agreement later in respect of that or any other event, nor will it prevent Whinstone claiming damages from the Customer in respect of any breach.

13. TERMINATION

13.1. This Agreement shall commence on the Effective Date and shall continue for a period of One hundred twenty (120) months from the RFU Date ("**Initial Term**") unless and until terminated in accordance with this Clause 13.

This Agreement shall be automatically extended for a period of 12 months ("**Extended Term**") at the end of the Initial Term and at the end of each Extended Term. The Customer can terminate the contract at the end of the twelfth month of the Initial Term or any Extended Term with no penalty by notifying Whinstone in writing sixty (60) days prior to the end of the contract. Unless notified in writing of termination by the Customer as mentioned above, the Customer contract will renew automatically for an additional twelve (12) months under the same conditions.

13.2. Customer Elected Termination. Whinstone understands and agrees that the Customer shall have the right to elect not to provide a RFU Notice in relation to this Agreement. If no RFU Notice is provided to Whinstone prior to June 1, 2028, this Agreement shall be considered terminated with immediate effect and any rights or obligations of either Party under this Agreement shall be null and void.

13.3. Termination for Cause. Either party (the "**Non-Defaulting Party**") may terminate this Agreement (without prejudice to its other rights and remedies) with immediate effect by written notice to the other party (the "**Defaulting Party**") if:

13.3.1. the Defaulting Party commits a material breach of any of its material obligations under this Agreement (including failing to pay any sums payable under this Agreement by the due date) and if the breach is capable of remedy, fails to remedy it during the period of 30

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c652860cc
RHOD-BK-00015617

days starting on the date of receipt of notice from the Non- Defaulting Party specifying the breach and requiring it to be remedied; or

13.3.2. the Defaulting Party becomes insolvent including being unable to pay its debts as they fall due and/or that the value of its assets is less than the amount of its liabilities, taking into account its contingent and prospective liabilities, proposes an individual, company or partnership voluntary arrangement, has a receiver, administrator or manager appointed over the whole or any part of its business or assets; if any petition shall be presented, order shall be made or resolution passed for its winding up (except for the purpose of a bona fide amalgamation or reconstruction), bankruptcy or dissolution (including the appointment of provisional liquidators/interim receivers or special managers); if it shall otherwise propose or enter into any composition or arrangement with its creditors or any class of them; if it ceases or threatens to cease to carry on business or if it claims the benefit of any statutory moratorium; or

13.3.3. the Defaulting Party suffers, or there occurs in relation to that party, any event which is analogous to any of the events referred to in Clause 13.2.2 in any part of the world.

13.3.4. In the case that the Customer terminates this Agreement due to Whinstone's failure to cure a default, or the matters specified in Clause 13.3 or 13.4, Whinstone will pay for the costs to decommission, clean, package onto pallets and ship the Customer equipment to a new location. Whinstone will also pay Customer's lost revenue from mining resulting from such termination converted to US dollars, which shall be calculated based on the average market price of the mined digital asset and mining difficulty levels for a period of four calendar weeks from the date of the termination.

13.4. It is in the best interest of both Parties to pursue all reasonable efforts to remedy any issues with the Services or Service Level Agreement without termination or penalties. In cases of negligence or failure to maintain the Service Level Agreement for more than two (2) consecutive months, the Customer shall be entitled to the right to terminate the Agreement.

13.5. If Whinstone fails to install all of the Customer Equipment within 60 days of the RFU Date, the Customer shall be entitled to terminate or suspend the Agreement, and Whinstone shall refund the customer the 90% of the installation charges.

13.6. Either Party may terminate this Agreement with immediate effect by written notice and without further obligation or liability to the Customer if required by any law enforcement or other government or regulatory organization or authority or by the courts.

13.7. All rights and obligations of the Parties shall cease to have effect immediately upon termination of this Agreement, except that termination shall not affect:

13.7.1. accrued rights and obligations of the Parties at the date of termination; and

13.7.2. the continued survival and validity of the rights and obligations of the Parties under Clauses 7, 8, this Clause 13.4 and Clauses 15, 17 and 19 and any other provisions of this Agreement necessary for the interpretation or enforcement of this Agreement.

13.8. For the avoidance of doubt, save where otherwise agreed in writing between the Parties, termination of any Services at a site does not constitute termination of this Agreement, and, where this Agreement has been terminated in accordance with its terms, all Services will automatically terminate upon such termination.

13.9. Upon termination of this Agreement, the Customer shall at its own cost and expense return to Whinstone all IP addresses provided to it by Whinstone.

Doc ID: 0576fabd9d2641bb98c7a9e3a9486c52860acc
RHOD-BK-00015618

14. ANTI-BRIBERY AND CORRUPTION

Each Party warrants and represents that it has not and will not carry out any act that could be an offense under anti-bribery laws.

15. APPLICABLE LAW

This Agreement shall be governed by Texas Law and the parties hereby submit to the exclusive jurisdiction of the Texas courts.

16. GENERAL

16.1. No failure or delay of either Party in exercising its rights hereunder (including the right to require performance of any provision of this Agreement) shall be deemed to be a waiver or release of such rights. Any waiver or release must be specifically granted in writing signed by the Party waiving its rights and shall:

16.1.1. be confined to the specific circumstances in which it is given;

16.1.2. not affect any other enforcement of the same or any other right; and

16.1.3. unless it is expressed to be irrevocable, be revocable at any time in writing.

Any single or partial exercise of any right, power or remedy provided by law or under this Agreement shall not preclude any other or further exercise of it or the exercise of any other right, power or remedy.

16.2. If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:

16.2.1. the legality, validity, or enforceability in that jurisdiction of any other provision of this Agreement; or

16.2.2. the legality, validity, or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

16.3. All work performed by Whinstone under this Agreement shall be performed as an independent contractor and not as an agent of the Customer and neither Party shall be, nor represent itself to be, the employee, agent, representative, partner or joint venture of the other. Neither Party shall have the right or authority to assume or create an obligation on behalf of or in the name of the other or to otherwise act on behalf of the other. The performing Party shall be responsible for its employees' compliance with all applicable laws, rules, and regulations while performing work under this Agreement.

16.4. No modification, amendment or other change may be made to this Agreement or any part thereof unless reduced to writing and executed by authorized representatives of Whinstone and the Customer. Unless expressly so agreed, no modification or variation of this Agreement shall constitute or be construed as a general waiver of any provisions of this Agreement, nor shall it affect any rights, obligations or liabilities under this Agreement which have already accrued up to the date of such modification or waiver, and the rights and obligations of the Parties under this Agreement shall remain in full force and effect, except and only to the extent that they are so modified or varied.

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c652860acc
RHOD-BK-00015619

17. ENTIRE AGREEMENT

17.1. This Agreement constitutes the entire understanding between the Parties concerning the subject matter of the Agreement and supersedes any previous agreement or understanding between the Parties in relation to the subject matter.

17.2. With effect from the date of this Agreement all Services shall be provided solely in accordance with the terms of this Agreement and all prior agreements and understandings between the Parties in relation to the same shall be deemed terminated from the date hereof. Save in respect of rights and liabilities arising prior to such date, all such prior agreements and understandings shall cease to be of effect from the date of signature of this Agreement. In no event shall the pre-printed terms and conditions found on any Customer purchase order, acknowledgement, or other form be considered an amendment or modification of this Agreement, even if such documents are signed by representatives of both Parties; such pre- printed terms and conditions shall be null and void and of no force and effect.

17.3. Each Party acknowledges and agrees that in entering into the Agreement or in amending any part of this Agreement, it has not relied on any statement, representation, warranty, understanding, undertaking, promise or assurance (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in the Agreement. Each Party irrevocably and unconditionally waives all claims, rights and remedies which but for this clause it might otherwise have had in relation to any of the foregoing.

17.4. Nothing in Clauses 17.1 to 17.3 (inclusive) shall limit or exclude any liability for fraud.

18. COUNTERPARTS

18.1. This Agreement shall be executed in two originals, each Party shall retain one original respectively This Agreement shall not be effective until each of the Parties has executed at least one counterpart.

18.2. Each counterpart shall constitute an original, but all the counterparts shall together constitute one and the same instrument.

19. THIRD PARTIES

It is agreed that this Agreement is not intended to and does not give to any other person who is not a party to this Agreement any rights to enforce directly any provisions contained in this Agreement except for any person to whom the benefit of this Agreement is assigned or transferred in accordance with Clause 9.

20. FURTHER ASSURANCE

Each Party shall, if requested by the other Party and at the other Party's cost, execute or cause to be executed all documents and do or cause to be done all further acts and things as may be necessary in order to vest in and secure to the other Party and its successors in title the full benefit of the assets, rights and benefits to be transferred or granted to the other Party under this Agreement and for the protection and enforcement of the same and otherwise to give effect to this Agreement and to the rights and obligations contained within this Agreement.

Doc ID: 0576bfab07d364f2b98c7a9e3e9486c652860acc
0576fabe9662f4f2b98c7a9e3e9486c652860acc
RHOD-BK-00015620

The Agreement shall come into force from the seal or signature date by both Parties. This Agreement is made out in two original copies, one copy to be held by each Party in witness thereof.

CUSTOMER:

On behalf of Rhodium JV LLC,
By: Imperium Investments Holdings LLC
Its: Manager

x Cameron Blackmon

By: Cameron Blackmon

Its: Manager

Date: 06 / 30 / 2020

WHINSTONE:

On behalf of Whinstone US, Inc.

x Chad Everett Harris

Name: Chad Everett Harris

Title: Director

Date: 07 / 09 / 2020

Doc ID: 0876fade9662f4f22b867f44ce0855a4d7280dcc

EXHIBIT 1

Doc ID: 0876fade9662f4f22be8c7f49ce3e9486c052860cc

New Hosting Service Agreement No. #R-5MW-001

THIS AGREEMENT (defined below) shall be effective upon the date of receipt of the electronic signature by Whinstone US, Inc.

BY AND BETWEEN

Whinstone US, Inc., a company having its registered office located at 2721 Charles Martin Hall Road, Rockdale, Texas 76567("**Whinstone**")

AND

Rhodium JV LLC of 7546 Pebble Drive, Fort Worth, Texas 76118, (the "**Customer**").

Whinstone and the Customer are referred to individually as "**Party**" and collectively as "**Parties**".

WHEREAS

(A) Whinstone wishes to provide electrical power at its site under the terms and conditions contained in this New Hosting Service Agreement entered into by and between the Parties as of the seal or signature date of both Parties with a Ready For Use ("**RFU**") Date to be set by the Customer no sooner than thirty (30) days from the date of the RFU Notice (as hereinafter defined); and

(B) The Customer desires to utilize Whinstone's services and intends operate 5 MW of Miners and immersible equipment on Whinstone's property in Rockdale, Texas.

NOW THEREFORE, the parties hereby agree as follows:

1. DEFINITIONS

1.1. In this Agreement the following words and expressions shall have the meanings set out below. Additional terms may be defined in the context of particular provisions of this Agreement:

"**Agreement**" means these terms and conditions, any orders placed under them, and any amendments or additions or replacements to any of the aforementioned;

"**AUP**" or "**Acceptable Usage Policy**" means Whinstone Acceptable Usage Policy from time to time which, at the date of this Agreement, is set out in a Schedule to this Agreement;

"**Advanced Remote Hands Service**" means repair and maintenance services that require taking Customer Equipment off rack as detailed in Clause 2.4 below;

"**Background IP**" shall have the meaning set out in Clause 6.5 below;

"**Basic Remote Hands Service**" means repair and maintenance services performed without taking Customer Equipment off rack as detailed in Clause 2.3 below;

"**Business Day**" means a day which is not a Saturday, Sunday or a public holiday in the United States;

"**Capital Expenditure**" shall have the meaning ascribed to that term in Clause 3.14.1 below.

"**Confidential Information**" means the terms of this Agreement and all information whether in written or any other form which has been or may be disclosed in the course of the discussions leading up to the entering into or performance of this Agreement and which is identified as confidential or is clearly by its nature confidential including information relating to this Agreement or the Services, data used or generated in the provision of the Services, or any of Customer's products, operations, processes, plans or intentions, know- how, trade secrets, market opportunities, customers and business affairs;

"**Customer Equipment**" means the Customer's Miners and other Customer equipment installed in the Licensed Area;

"**Data Center**" means the Whinstone leased site located at the former Alcoa Rockdale Energy Sandow Mine facility in Rockdale, Texas;

"**Data Center Rules**" means the rules applying to the Customer's use of the Data Center;

"**Data Protection Laws**" means the laws and regulations governing the use of personal data;

"**Defaulting Party**" shall have the meaning set out in Clause 13.2 below;

"**Developed IP**" shall have the meaning set out in Clause 6.5 below;

"**Extended Term**" shall have the meaning set out in Clause 13.1 below;

"**Force Majeure**" means any event beyond the reasonable control of either or both of the parties including but without limitation to war, civil war, armed conflict or acts of terrorism or a public enemy or other catastrophes, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule or regulation or direction coming into force after the date of this Agreement, epidemics, pressure waves caused by devices traveling at supersonic speeds, nuclear accident, and acts of God and strikes, slowdowns, lockouts or other labor stoppages excluding employee(s) of Whinstone affecting third parties which in each case causes either party to be unable to comply with all or a material part of its obligations under this Agreement;

"**Hosting Service**" means service providing electrical power and ventilation to the Customer Equipment as detailed in Clause 2.2 below;

"**Initial Term**" shall have the meaning set out in Clause 13.1 below;

"**Intellectual Property**" means all intellectual property, including patents, utility models, trade and service marks, trade names, domain names, rights in designs, copyrights, moral rights, topography rights, rights in databases, trade secrets and know-how, in all cases whether or not registered or registrable and including registrations and applications for registration of any of these and rights to apply for the same, rights to receive equitable remuneration in respect of any of these and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world;

"**IP Connection Service**" means the connection to the Customer Equipment permitting communication with the Internet as specified in the Service Details;

"**Licensed Area**" means the Building C where the Customer Equipment will be placed;

Doc ID: 0576fabd07d364f2cb98c7a9e3e9486c52860acc
RHOD-BK-00015624

"**Maintenance**" means any work carried out by Whinstone in order to upgrade, improve or maintain the Service including any modification, change, addition or replacement which does not detract from, reduce or impair the overall quality or performance of the Service;

"**Miners**" means cryptocurrency mining machines, which are part of the Customer Equipment, which connect using the IP Connection Service and send computation results to the Mining Pool.

"**Mining Pool**" is the pooling of resources by Miners, who share their processing power over a network, to split the reward equally, according to the amount of work they contributed to the probability of finding a block.

"**Services**" collectively means Hosting Service, Basic Remote Hands Service, and Advanced Remote Hands Service, with the Hosting Service and Basic Remote Hands Service provided as needed to the Customer;

"**Service Details**" means service details in the format provided by Whinstone pursuant to which the Customer may request Services;

"**Party**" means Whinstone and the Customer (as the case may be) and shall include their permitted assignees and "**Parties**" shall mean both of them;

"**Pass Through Rate**" shall have the meaning set out in Clause 3.11.2 below;

"**Personal Data**" shall have the meaning as defined under the Data Protection Laws;

"**PPM Agreement**" shall have the meaning set out in Clause 3.11.2 below;

"RFU Date" means the Ready For Use Date, which is the date Whinstone will fully provide the Customer the Services;

"RFU Notice" means the written notice provided by the Customer to Whinstone setting the Ready For Use Date. This RFU Notice shall be provided to Whinstone no less than thirty (30) days prior to the Ready For Use Date set forth in the RFU Notice.

"**Representatives**" means, in relation to any party, its officers, employees and agents;

"**Scheduled Maintenance**" means Maintenance that is: (i) carried out between the hours of 12:00 am to 6:00 am; and (ii) notified to the Customer at least five (5) Business Days in advance;

"**Specified Power Draw**" shall have the meaning set out in Clause 3.13 below;

"**Whinstone Equipment**" means any equipment which is supplied by or on behalf of Whinstone to the Customer for the purpose of providing the Services and includes any equipment specified in Service Details; and

1.2. In the event of any conflict between any of the documents referred to in this Clause 1.2, they shall be given the following order of priority:

1.2.1. the terms of the relevant Service Details;

1.2.2. the terms set out in this Agreement; and

1.2.3. the terms set out in the AUP.

Doc ID: 0576fabd9662f4b2be647ee0553a4d3f0da
RHOD-BK-00015625

1.3. In the Agreement:

1.3.1. references to Clauses, paragraphs and subparagraphs are references to clauses, paragraphs, subparagraphs of or to this Agreement;

1.3.2. the headings contained in this Agreement are for convenience only and shall not influence the interpretation of this Agreement;

1.3.3. any reference to a statute, statutory provision, subordinate legislation, code or guideline ("legislation") is a reference to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation.

1.4. Whinstone and the Customer each represents and warrants to each other that it has the power to enter into, exercise its rights under and perform and comply with its obligations under this Agreement and all actions, conditions and things required to be taken, fulfilled and done by it to so enter into, exercise its rights under and perform and comply with its obligations under this Agreement and ensure that those obligations are valid, legally binding and enforceable have been taken, fulfilled and done.

2. SERVICE DESCRIPTION

2.1. Data Center Facilities

2.1.1. Whinstone will provide an installation environment for the Customer Equipment including, but not limited to, the Licensed Area in two buildings, rack systems, electricity supply (including PDU), transforming equipment, free air cooling (including evaporative cooling and single phase liquid cooling), smoke detection, IP Connection Service and physical security. Physical security includes 24-hour patrol, camera security, and a fence around the Licensed Area.

2.1.2. Whinstone shall grant the Customer, free of charge, escorted access to the property in Rockdale, TX for equipment inspections, installation, removal, additions, subtractions or physical maintenance by prior appointment.

2.1.3. With written prior consent of the Customer, Whinstone may relocate the Customer Equipment within the Data Center or to another facility operated by Whinstone provided that there are no changes to the terms of this Agreement. Any such relocation of the Customer Equipment will be carried out by Whinstone. Any costs incurred in relation to such relocation will be borne by Whinstone. The Customer shall reserve the right to inspect the new facility beforehand.

2.1.4. When the Customer visits the property in Rockdale, TX or accesses the Data Center network remotely the Customer shall at all times comply with the Data Center Rules that have been provided to the Customer in advance; provided, however, that the Customer shall only be obligated to comply with such Data Center Rules to the extent that they are reasonable. Whinstone shall provide the Customer a copy of the Data Center Rules and shall send a new copy if there are any changes made therein.

2.1.5. Whinstone represents and warrants that building or other permits, city inspection, or certification is not required with regard to providing services under this Agreement.

2.1.6. Whinstone represents and warrants that the Data Center has been certified by the Texas Comptroller of Public Accounts as, and is presently publicly registered with the Texas Comptroller as a "Qualifying Data Center" within the meaning of the Texas Tax Code Section 151.359 and the rules promulgated thereunder, and, as such, is entitled to claim an exemption from the Texas state sales tax for qualifying purchases. Whinstone

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c652860cc
RHOD-BK-00015626

covenants and agrees that the Data Center shall remain certified by and publicly registered with the Texas Comptroller as a "Qualifying Data Center" during and throughout the Initial Term.

2.2. Overview of Hosting Service

Whinstone shall be responsible for the following:

2.2.1. License of the Licensed Area.

2.2.2. Provision of the cabling for a connection to the IP Connection Service by way of a CAT 5e Ethernet cable.

2.2.3. Escorted access by the Customer's employees to the Customer Equipment at any time from 10 am to 5 pm Monday through Friday.

2.2.4. Monitored alarm and security call out service.

2.2.5. Physical Security: The facility will be surrounded by fencing and monitored by security cameras. Whinstone shall implement access control policies to ensure non-authorized persons are not able to enter the facility. Armed personnel will be onsite at all times.

2.2.6. IT Security: Whinstone will install a firewall and implement an IT security policy to prevent unauthorized access physically or remotely, viruses and ransomware. However, the Customer shall have the right to install its own firewall and implement its own security policies in the place of or in addition to Whinstone as mutually agreed to by both parties.

2.2.7. Fire detection and alarm system.

2.2.8. Equipment parts storage and inventory management.

2.2.9. After the RFU Date, acceptance of delivery of the Customer Equipment between 10:00 am to 4:00 pm on Business Days, subject to two (2) Business Days' notice to Whinstone, to be stored prior to installation.

2.2.10. Whinstone will be solely responsible for handling any complaints from third parties with respect to the noise from the Customer Equipment and shall hold the Customer harmless from any responsibility or costs arising out of or in relation to such complaints.

2.2.11. Whinstone will install all Customer Equipment on the data center racks, provide power and internet connection within thirty days of RFU Date. Installation includes unpacking, assembly and installation, LAN cable and power connection, initial setting, and garbage disposal.

2.2.12. Whinstone will provide stable power supply to the Customer's equipment at 240V. The equipment's power consumption may be adjusted by following instructions from the manufacturer. Whinstone will comply with any request from the Customer to adjust the power consumption if the total power consumption of all Customer equipment does not exceed the Specified Power Draw, or fall below eighty percent (80%) of the Specified Power Draw, unless both Parties mutually agree to do so.

2.2.13. Whinstone will follow the Service Level Agreement in Clause 4 and make its best efforts to ensure:

i. Average air intake temperature into the Customer's Miners is not greater than 30 degrees Celsius by maintaining sufficient airflow, preventing mixing of cool and

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c652860acc
RHOD-BK-00015627

hot exhaust air from the equipment in the data center, and using evaporative cooling;

ii. Filters are used in the air intake system of the data center facility, and the air inside the data center is free of dust, insects, corrosion, precipitation and condensation.

iii. Intake and exhaust fans are free of obstruction or debris.

2.2.14. Whinstone will label all the Customer Equipment, cables, replacement parts to track inventory, replacement parts, and to make Basic Remote Hand Service the most efficient.

i. Whinstone will reference Miners with a unique identifiable identification number when giving reports to the Customer;

ii. For equipment other than Miners which may not have a unique ID number, Whinstone will properly label and store the equipment separate from other customers in the data center.

2.2.15. Whinstone will provide monthly reports to the Customer. These reports shall contain a summary of monthly power draw as measured from power consumption meters and include appropriate billing owed to Whinstone by the Customer.

2.2.16. Whinstone will provide Basic Remote Hands Service at no extra charge as outlined in Clause 2.3.1 and will offer Advanced Remote Hands Service for additional cost as outlined in Clause 2.4.1.

2.2.17. Customers may inspect the site before shipping its equipment and supplies to bring the Customer's Miners online. Upon completion of the inspection, the Customer may reduce the Specified Power Draw cited in Clause 3.12.1 if the site does not meet Customer's expectations and reduce the Advanced Remote Hands Service fee by the same proportionate amount as the reduction of Specified Power Draw.

2.3. Basic Remote Hands Service

2.3.1. Basic Remote Hands Service is available twenty-four (24) hours a day, seven (7) days a week. Where requested by the Customer, Whinstone staff shall be available to perform the following tasks only on the instructions of the Customer in respect of the Customer Equipment:

i. Remote monitoring of equipment performance and status;

ii. Remote fault diagnosis;

iii. Pushing a button;

iv. Switching a toggle;

v. Power cycling (turning on/off) the Customer Equipment;

vi. Re-setting, rebooting the Customer Equipment;

vii. Securing cabling to connections

viii. Observing, describing and/or reporting to the Customer indicator lights or display information on machines or consoles;

ix. Cable organization;

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015628

x. Modifying basic cable layout, labelling and/or re-labelling of the Customer Equipment;

xi. Cable patching;

xii. Checking alarms for faults; and/or

xiii. Inserting/removing discs or equivalent storage devices into/ from the Customer Equipment.

2.4. Advance Remote Hands Service

2.4.1. The following Advanced Remote Hands Services are not included in the Basic Remote Hands Service but may be provided by Whinstone to the Customer on a best effort basis. Unless explicitly expressed in Clause 2.3.1, in cases of ambiguity between Advanced Remote Hands Services and Basic Remote Hands Services, Advanced Remote Hands Services shall come into effect if the Customer Equipment must be taken off the rack:

i. Installing applications or software to the Customer Equipment;

ii. Uploading of data to the Customer Equipment;

iii. Configuring the Customer Equipment operating system;

iv. Configuring any software or applications on the Customer Equipment;

v. Customer Equipment component fault diagnosis;

vi. Software component fault diagnosis;

vii. Rectifying problems caused by the Customer Equipment or software;

viii. Rectifying problems caused by the Customer; or

ix. Any service whatsoever requiring the opening of the outer casing of any of the Customer Equipment.

2.4.2. Communication for Advance Remote Hands Service shall be done via email or Whinstone's ticketing system. Whinstone will follow the Service Level Agreement as well as the work schedule specified in Clause 4.

2.4.3. Advanced Remote Hands Service shall be provided by Whinstone to the Customer for a fixed monthly fee as detailed in Clause 3.12, separately from Hosting Fees which includes only the Basic Remote Hands Service.

3. CHARGES AND PAYMENTS

3.1. In consideration of the provision of the Services, the Customer shall pay charges in accordance with this Clause 3.

3.2. Whinstone shall issue a monthly invoice to the Customer no later than the tenth day of the following month containing all charges and fees for providing the Services under this contract, including the Hosting Fees prepayment under 3.11.2. The Customer shall pay the undisputed amounts of such invoice no later than the last day of the month in which the Customer receives it.

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015629

3.3. If the Customer requests Whinstone to provide any services other than contemplated in this Agreement, Whinstone shall be entitled to invoice the Customer for any and all changes to such services pursuant to the agreement between the parties.

3.4. If either Party fails to pay any amount owed under this Agreement by the dates set forth herein:

3.4.1. The Party to receive payment shall be entitled but not obliged to charge the Customer interest at a rate of 5% per year on the overdue amount commencing 14 business days after the due date up to the date of actual payment.

3.4.2. Actual power consumption is measured at the end of each month, and a credit or debit is applied toward the next hosting fee prepayment invoice. If the credit or debit is not paid or applied on that invoice, the Party to receive payment shall be entitled but not obliged to charge the other Party interest 5% per year on the overdue amount commencing 14 business days after the due date of the invoice to the date of actual payment.

3.5. All charges and payments referred to in this Agreement are inclusive of sales tax (if applicable) and all similar taxes and duties payable in respect of such payments. To the extent that additional tax is properly chargeable to the Customer, the Customer shall pay at the time that the payment becomes due.

3.6. All amounts due under this Agreement shall be paid in accordance with all work performed and services provided. In the event that the Parties change the scope of the services, Whinstone and the Customer will agree on all billing changes and handle each credit or debit once there is a mutual agreed amount.

3.7. In the event of any failure by either Party to make full payment to the other Party of any and all amounts due pursuant to this Agreement, the Party owing payment shall be responsible for all costs and expenses which the other Party reasonably incurs in collecting such amounts.

3.8. The Parties may combine charges and invoices and offset any amounts owed to the other Party.

3.9. This Clause intentionally left blank.

3.10. Installation Fees

3.10.1. This Clause intentionally left blank.

3.10.2. Installation is considered complete when the Miner is seen remotely connecting to the Mining Pool and sending computation. In cases of faulty equipment, installation will be considered complete when Whinstone diagnoses the fault, sends a report to the Customer, and completes installation of alternative equipment.

3.10.3. This Clause intentionally left blank.

3.11. Hosting Fees

3.11.1. The Hosting Fees cover all services and items specified in this Agreement except for Advanced Remote Hands Service in Clause 3.12 and is calculated based on the power consumption of the Customer Equipment and shall not include Whinstone's own equipment (PUE) or the equipment of Whinstone's other customers.

3.11.2. The Hosting Fee rate is the lesser of either (i) $0.01705 USD or (ii) the "Pass Through Rate" as hereinafter defined. As used herein, the "**Pass Through Rate**" is defined as the lesser of either (i) the "Net Effective Rate" as that rate is defined and calculated in the

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c652860cc
RHOD-BK-00015630

Pro Forma Pricing Model attached as Attachment C to that certain Power Services Agreement entered into by and between Whinstone and Priority Power Management LLC on April 3, 2020 (the "**PPM Agreement**") or (ii) the exact price at which Whinstone is billed monthly for electricity provided to Customer per kilowatt-hour. The Hosting Fee rate shall remain unchanged for 3 (three) consecutive years under any Extended Term under Clause 13.1. Whinstone will install power consumption meters at the transformers.

3.11.3. Whinstone, to the best of its knowledge, confirms that the "Pass Through Rate" is presently $14.74 per Megawatt Hour as shown in the Pro Forma Pricing Model attached as Attachment C to the PPM Agreement, a materially accurate copy of which is attached hereto as Exhibit "1". Customer understands that this rate is variable.

3.11.4. Hosting Fee rate = $17.05 per Megawatt Hour or lower depending on the "Pass Through Rate" for 3 years, with the option to renew for the remainder of the Initial Term at the same pre-agreed upon terms seen in 3.11.2, in one year increments. Whinstone will invoice a 5,000 kW upon deployment of the Customer Equipment. Whinstone will require the payment to be made fifteen days prior to powering the Licensed Area.

3.12. Advanced Remote Hands Service Fee

3.12.1. Whinstone will invoice the Customer a fixed monthly fee of $1,667.00 (USD) for the Advanced Remote Hands Services based on a scale of 1317 Miners, or 5mW equivalent. Whinstone will invoice Advanced Remote Hands Services together with the Hosting Fees and the applicable period for services rendered shall be the same month as the Hosting Fees unless otherwise specified. Notwithstanding the prior sentence, until all Specified Power Draw is provided, and all the Miners have been installed, Whinstone will invoice the Customer for Advanced Remote Hands Services based on the average number of installed Miners during the prior month. This fixed monthly fee will be credited towards Customer's power bill in the result that there is greater than or equal to eighty percent (80%) of the Specified Power Draw at the rate specified in Clause 3.11.1

3.12.2. Whinstone will adhere to all sections of the Service Level Agreement in Clause 4 as well as those specifically detailed for the Advanced Remote Hands Service.

3.12.3. In the likely result that the Advanced Remote Hands Service Fee is not necessary for Customer because they are monitoring their own systems with on-site staff, Customer will elect, in writing, that this service is no longer needed. Upon election and acceptance from Whinstone, this fixed monthly fee will be waived indefinitely.

3.13. Specified Power Draw

3.13.1. Whinstone will provide the Customer with at least 5,000 kW (5) MW of power available for the Services by the RFU Date. As a minimum commitment, regardless of power consumption, the Customer shall pay for Hosting Fees for greater than or equal to eighty percent (80%) of the Specified Power Draw at the rate specified in Clause 3.11.1.

3.13.2. Customer and Whinstone agree, to the best of their ability, to be fair in negotiations and working to a mutually beneficial decision in the result of unforeseen circumstances.

For Purpose of Example and Reference, a cost of power calculation has been provided below based on $17.05/mWh ($0.01705/kWh), the "Hosting Fee rate"

30-day month: 5,000 kW * Hosting Fee * 24 hours * 30days = $61,380.00
31-day month: 5,000kW * Hosting Fee * 24 hours * 31days = $63,426.00

3.13.3. If Whinstone determines that the over-usage of power cannot be reasonably permitted, Whinstone reserves the right to require the Customer to remove or deactivate sufficient

Doc ID: 0576fabd07d3641[illegible]
RHOD-BK-00015631

Customer Equipment to prevent such over-usage within 24 hours of notification, which will describe in detail the reasons for the removal or deactivation. Whinstone shall consult with the Customer in good faith before determining to remove or deactivate.

3.14. The Customer will pay to Whinstone the "Capital Expenditure" (as defined in the following sentence) not to exceed $800,000. The Capital Expenditure shall be paid in full to Whinstone no later than five (5) business days after the RFU Notice is provided. The "**Capital Expenditure**" is defined as the lesser of either (i) the actual costs of construction and buildout of the infrastructure, building and power requirements of the Licensed Area or (ii) Eight Hundred Thousand U.S. Dollars ($800,000.00 USD). No later than thirty (30) days after the the RFU date, Whinstone shall provide to Customer a full accounting of the actual costs of construction and buildout of the infrastructure, building and power requirements of the Licensed Area along with accurate receipts, bookkeeping, and proof of purchase for all invoices exceeding $5,000 per line item.

3.15. This Clause intentionally left blank.

3.16. Whinstone agrees that all costs of construction and buildout of the infrastructure, building and power requirements of the Licensed Area greater than $800,000 will be at the sole cost and expense of Whinstone. Whinstone agrees that, in the result of which this $800,000 is more than necessary for the Capital Expenditure, Whinstone will refund the remaining funds to Customer.

3.17. Whinstone represents and warrants that the Capital Expenditure and Hosting Fees shall be exempt from Texas state sales tax because the expenditures for which the Capital Expenditure and Hosting Fees will be allocated are qualifying purchases for a "qualifying data center" within the meaning of Texas Tax Code Section 151.359 and the rules promulgated thereunder. In the event that, at any time during the Initial Term, any Texas state sales tax should be assessed on any portion of the Capital Expenditure or any portion of the Hosting Fees, Whinstone shall pay such Texas state sales tax solely from its own funds and shall indemnify and hold harmless the Customer from any and all liability, charges, costs, assessments, fees, fines, penalties and interest arising out of such assessment.

3.18. Whinstone agrees that the Capital Expenditure allows Customer complete use of the Licensed Area for a continuous, uninterrupted period of ten (10) years, unless otherwise mutually agreed upon by both Parties in writing at a later date.

4. OPERATIONS AND SERVICE LEVEL AGREEMENT ("SLA")

4.1. Whinstone reserves the right to vary the technical specifications of the Services where necessary for operational reasons and without detracting from, reducing or impairing the overall quality or performance of the Services, after giving reasonable written notice to the Customer (except in the case of an emergency where notice is not possible; provided, however, that in such case, Whinstone shall provide notice to the Customer then as soon as reasonably possible).

4.2. Without prejudice to Clause 4.1, Whinstone reserves the right to, after providing the Customer with reasonable advance written notice (provided, however, that in the event of an emergency, as soon as reasonably possible) at any time to make any change, addition to or replacement of any part of the Services where this is required to conform with any applicable safety, statutory or legal requirement, provided that this does not detract from, reduce or impair the overall quality or performance of the Services.

4.3. The Customer may report any claims including failures of performance of the Services by Whinstone to the Whinstone support center at any time. Whinstone shall take all actions necessary to remedy such failures as soon as possible.

Doc ID: 0576bfab07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015632

4.4. Interface or access to inventory, monitoring and Hashtrend software is provided to the Customer at no additional charge.

4.5. Uptime Guarantee

4.5.1. Whinstone guarantees an uptime percentage (percentage of time to maintain uninterrupted performance of the total Customer Equipment) of 96.35% and no more than 6 days of planned downtime due to loss of power, construction, or network outage.

4.5.2. Whinstone will not charge Customer for any power cost during the period of which there is interrupted performance of the total Customer Equipment.

4.5.3. Whinstone will give at least twenty-four (24) hours advance notice to the Customer via email before any datacenter downtime, or any downtime affecting more than one hundred (100) machines at one time.

4.5.4. If any unplanned event causes more than 10% of equipment to go offline, Whinstone will acknowledge the alert within 1 hour and report immediately to the Customer. Whinstone will attempt to begin remedy of the issue within 1 hour of alert acknowledgement and shall provide a full incident report within 5 business days of alert acknowledgement to the Customer.

4.6. Performance Guarantee

4.6.1. Whinstone will perform maintenance and repairs to ensure the total daily average hashrate of all machines does not fall by more than 5% below the Customer Equipment manufacturer's specified range.

4.6.2. If total hourly average hashrate of all Customer Equipment falls more than 10% compared to the previous hour, Whinstone will respond to the incident within 1 hour and provide a full incident report within 5 business days of the incident to the Customer.

4.6.3. Whinstone will make the best effort to employ a monitoring system to monitor uptime, performance and other machine metrics.

4.6.4. Whinstone shall maintain average hashrate overall for Customer Equipment within the tolerance range of the equipment manufacturer's specifications.

4.6.5. Whinstone shall acknowledge alerts from its monitoring system within 30 minutes and respond within 1 hour. If the problem cannot be corrected, the Customer Equipment affected will be place in a maintenance queue and reported to the Customer by the next business day.

4.6.6. Whinstone will reply to notices from the Customer on the same business day.

4.6.7. Whinstone shall maintain an intake temperature suitable for proper operation of the machines. If any machines do overheat, Whinstone shall turn them off as soon as possible and report the issue to the Customer.

4.7. Advanced Remote Hands Service

4.7.1. Whinstone will provide Advanced Remote Hands Service from 9 am to 9 pm, seven days a week. This service includes repairs, unracking/racking units, and replacement of parts such as hashboards, fans, controller boards.

Doc ID: 0576bfab07d364f2cb98c7a9e3e9486c52860acc
RHOD-BK-00015633

4.7.2. If the hourly hashrate performance of a single Miner drops more than 10%, Whinstone will respond within 30 minutes, and attempt to repair or replace faulty parts and components within 1 hour. If the issue cannot be resolved within 1 hour, Whinstone will place the equipment into a maintenance repair queue.

4.7.3. Whinstone shall reduce the maintenance repair queue at all times it is not responding to any incidents.

4.8. Whinstone will sell electricity in lieu of providing electricity to the Customer if the Ercot Market profitability exceeds the 250% of the contract price. The profit will be distributed 100% to the Customer.

5. WHITELABELING OF SERVICES

The Customer may white label the Services and arrangements under this Agreement on a back-to-back basis to specifically named third parties upon thirty-day notification to Whinstone, and Whinstone shall accept such execution of this right provided there are no changes to the terms of this Agreement. Any requested changes to warranties, representations, obligations, or service levels to be provided by Whinstone shall be negotiated in good faith by the Parties. Unless prior arrangement is made, the Customer shall be responsible for billing and collection associated with any white label offering.

6. OWNERSHIP AND INTELLECTUAL PROPERTY

6.1. The Parties acknowledge and agree that the Customer Equipment is the sole property of the Customer. In no event shall Whinstone claim ownership of any of the equipment.

6.2. The Parties acknowledge and agree that any outcomes or productivities, including but not limited to, block chains, hash and digital currencies, generated from the operation of the equipment are the sole property of the Customer. In no event shall Whinstone claim the ownership of any of such outcomes or productivities.

6.3. Whinstone shall not sell or create any mortgage, lien, or any kind of encumbrance on the Customer Equipment, the Intellectual Property, or any outcomes or productivities owned by the Customer.

6.4. The Customer will have a non-transferable license to use any IP address allocated by Whinstone to the Customer for the duration of this Agreement. If this Agreement is terminated for any reason, the Customer's license to use the IP address shall automatically terminate.

6.5. Customer owns any Developed IP. "**Developed IP**" means any intellectual property other than Background IP created or discovered by the Parties in connection with this Agreement, including without limitation any reports Whinstone provides to Customer. "**Background IP**" means all intellectual property owned or licensed by a Party before starting services under this Agreement or independent of services under this Agreement. The Developed IP is a work made for hire for the Customer to the extent permitted by applicable law, and Customer retains all intellectual property rights in the Developed IP. To the extent that Whinstone or its personnel own any rights in the Developed IP, Whinstone assigns, or will procure the assignment of, all rights, title, and interest in the Developed IP to Customer. If applicable law prevents future assignments, Whinstone will assign, or will procure the assignment of, such rights as these are created. If applicable law prevents Whinstone from transferring ownership of any

Doc ID: 0576bfab07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015634

Developed IP to Customer, Whinstone grants Customer a perpetual, irrevocable, exclusive, royalty-free, fully-paid, transferable, worldwide license, with the right to sublicense, to: (1) reproduce, prepare derivative works of, distribute, publicly perform, publicly display, and otherwise use such Developed IP; and (2) make, use, sell, offer for sale, import, export any component of, and otherwise dispose of such Developed IP. This agreement does not transfer any rights associated with Background IP, which will remain vested with their owners.

6.6 Whinstone will defend Customer and its affiliates, and indemnify them against liabilities in any third-party legal proceeding to the extent arising from an unaffiliated third party's allegation that Customer or its affiliate's use of the Services or any deliverable under this Agreement from Whinstone infringes or misappropriates the third party's Intellectual Property Rights.

7. CONFIDENTIALITY

7.1. The parties agree that Confidential Information:

7.1.1. shall be used solely for the purpose for which it was furnished in connection with performance of this Agreement;

7.1.2. shall be maintained in strict confidence and shall not be disclosed to third parties, provided, however, that Whinstone and the Customer may disclose Confidential Information to their respective affiliates and sub-contractors and their respective employees who need to have access to such Confidential Information for the purposes of providing the Services on the condition that Whinstone and the Customer shall procure compliance by such sub-contractors or affiliates and their respective employees with the terms of this Clause 7; provided, however, that Whinstone and the Customer shall be responsible for any breach of the obligations set forth in this Clause 7 by such sub-contractors or affiliates and their respective employees; and

7.1.3. upon termination of this Agreement shall be returned to the disclosing Party, together with all copies, or (at the disclosing Party's option) destroyed.

7.2. Any disclosure of Confidential Information permitted under Clause 7.1.2 shall be in confidence, and only be to the extent that any persons to whom the information is disclosed need to know the same for the performance of their duties and the receiving Party shall be obliged to procure that all such persons are aware of the obligation of confidentiality and undertake to comply with it.

7.3. The obligations of confidentiality and restricted use set out in Clauses 7.1 and 7.2 are not applicable to Confidential Information that:

7.3.1. was previously or becomes known to the receiving Party, free from any obligation to keep the same confidential (provided that Confidential Information disclosed in contemplation of the provision of the Services shall still remain subject to such obligations);

7.3.2. is or becomes generally available to the public, other than as a direct or indirect result of unauthorized disclosure by the receiving Party, its affiliates or a person engaged by the receiving Party or its affiliates contrary to their respective obligations of confidentiality;

7.3.3. is shown to have been independently developed by the receiving Party, its officers, employees, agents or contractors;

7.3.4. the Parties agree in writing that it need not be kept confidential; or

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015635

7.3.5. is required to be disclosed by law or by regulation or by the order of any governmental authority or court provided that, to the extent permitted by law, prior to any disclosure, the receiving Party notifies the disclosing Party of the information to be disclosed and the circumstances in which the disclosure is alleged to be required as early as reasonably possible before such disclosure must be made and, at the disclosing Party's request and cost, assists the disclosing Party in avoiding or limiting any such disclosure.

7.4. Without prejudice to any other rights and remedies that the disclosing Party may have, the receiving Party agrees that if Confidential Information is used or disclosed or threatened to be used or disclosed other than in accordance with the terms of this Agreement, the disclosing Party shall, without proof of special damage, be entitled to seek an injunction, specific performance or other equitable relief for any actual or threatened breach of this Clause 7.

7.5. Notwithstanding Clause 7.1, Whinstone will request in writing to the Customer and request the Customer to participate in its advertising and/or promotional literature and other materials. The Customer has the right to opt out of any and all advertising request.

7.6. In order for Whinstone to provide the Services, the Customer will need to supply certain information or data. Where such information or data constitutes Personal Data, Whinstone will comply with the Data Protection Laws. The Parties shall duly observe and comply with all their obligations under the Data Protection Laws in relation to any Personal Data processed in connection with this Agreement and shall render such assistance and cooperation as is reasonably necessary or reasonably requested by the other Party in respect thereto.

7.7. It shall be the Customer’s responsibility to keep any Personal Data provided to Whinstone up to date and the Customer warrants and undertakes to Whinstone that all of its Personal Data and contact details are accurate and complete.

7.8. Whinstone may pass the Customer’s Personal Data to Whinstone affiliates and to any third-party suppliers Whinstone may use to provide services that involve processing data on Whinstone’s behalf for the purpose of providing the Services and as contemplated by the terms of this Agreement; provided, however, that Whinstone shall be responsible for any breach of the obligations set forth in this Clause 7 by such affiliates and third party suppliers.

8. LIABILITY, REPRESENTATIONS, WARRANTIES, AND INDEMNIFICATIONS

8.1. Both Parties represent and warrant that they have the right and capacity to enter into this Agreement and fully perform their respective obligations hereunder;

8.2. Whinstone shall perform the Services as described herein and shall provide the Services in a professional manner consistent with industry standards.

8.3. Whinstone hereby agrees to indemnify and hold harmless the Customer and any of its managers, owners, successors, licensees and assignees, from any and all losses, costs, liabilities, damages and expenses, including but not limited to, reasonable attorney fees resulting from any breach of any obligations, representation, warranty and/or covenant under this Agreement. Notwithstanding any provisions herein, Whinstone agrees to indemnify the Customer for any losses directly or indirectly caused by negligence or intentional or willful misconduct of Whinstone in its performance of obligations under this Agreement, including but not limited to, faulty operations, bad design, or misuse of the facilities in the datacenter.

Doc ID: 0576bfab07d364f2b98c7a9e3e9486c652860cc
RHOD-BK-00015636

8.4. If electrical supply is suspended for five (5) or more consecutive days, or more than seven (7) days in any twelve (12) month period due to any cause other than due to Force Majeure event, the Customer is entitled to suspend or terminate this Agreement by giving a written notice to Whinstone. Written notice will be signed and emailed to Whinstone, and a physical copy will be sent to Whinstone's registered address. The timestamp of the email will be considered the date of the receipt of such notice. If the Customer terminates this Agreement for the aforementioned reason, Whinstone shall pay for the costs to decommission, clean, package onto pallets and for the shipping cost to transport all Customer's Customer Equipment to a new location.

8.5. Neither Party excludes or limits its liability to the other Party for:

8.5.1. death or personal injury caused by its negligence;

8.5.2. fraud or fraudulent misrepresentation.

8.6. Subject to Clauses 6, 8.5, 8.7, and claims for outstanding payment, the aggregate liability of each Party to the other in contract, tort (including negligence), for breach of a statutory duty or otherwise arising under or in connection with this Agreement or its subject matter shall be limited to a sum equal to the greater of: (i) the aggregate charges payable by the Customer to Whinstone in the twelve-month period immediately prior to the date on which the cause of action first arose or, if the Agreement had been in force for less than twelve months at that date, the annualized amount of the charges payable by that date; and (ii) USD $250,000.

8.7. Subject to Clause 8.5 but notwithstanding anything else in this Agreement, the aggregate liability of:

8.7.1. the Customer to Whinstone for damage to property, in contract, (including negligence) or otherwise arising under or in connection with this Agreement shall be limited to a sum equal to the aggregate charges payable by the Customer to Whinstone in the twelve-month period immediately prior to the date on which the cause of action first arose or, if the Agreement has been in force for less than twelve months on such date, the annualized amount of the charges payable by that date; and

8.7.2. Whinstone to the Customer for damage to property, in contract, tort (including negligence) or otherwise arising under or in connection with this Agreement shall be limited to a sum equal to the aggregate charges payable by the Customer to Whinstone in the twelve-month period immediately prior to the date on which the cause of action first arose or, if the Agreement has been in force for less than twelve months on such date, the annualized amount of the charges payable by that date.

8.8. In no event will Whinstone have any liability for non-provision or delay in the provision of the Services which:

8.8.1. can be reasonably attributed to the acts or omissions of the Customer, its affiliates, employees, workers, sub-contractors, agents or customers including but not limited to failure to provide complete, accurate information in a timely manner for Whinstone;

8.8.2. arises from or as a consequence of use of the Services other than in accordance with the express terms of this Agreement; and/or

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015637

8.8.3. occurs during any period of suspension in accordance with Clause 12, provided, however, that this Clause 8.8 shall not apply in the case of willful misconduct or negligence by Whinstone, its affiliates, employees, workers, sub-contractors or agents.

8.9. The Customer acknowledges that Whinstone would not enter into this Agreement at the prices herein without the foregoing limitations of liability. Each Party acknowledges that the allocation of risk in this Agreement (including the exclusions and limitations set out in this Clause 8) has been freely negotiated at arm's length and is regarded by it as reasonable. The Customer acknowledges that it has had an opportunity to consider adequate insurance cover and to obtain professional advice in relation to this Clause 8.

8.10. Whinstone shall not be liable for any claim arising under this Agreement unless the Customer gives Whinstone written notice of the claim within twelve months of becoming aware of the circumstances giving rise to the claim.

8.11. Whinstone shall maintain minimum general business liability insurance in the amount of ten million US Dollars per occurrence or replacement value of the Customer's Customer Equipment, whichever is lower. This coverage will not include business income interruption coverage. The Customer is responsible for insuring their equipment and business income interruption insurance.

8.12. Whinstone represents to the Customer that it has secured rights to at least 100 acres of leased land for two years for the Data Center and secured for commercial access up to one (1) gigawatt of aggregated electricity that can be delivered to the Data Center, of which a portion of that may be incrementally offered to the Customer under an Extended Term.

9. ASSIGNMENT

9.1. This Agreement and all rights and obligations hereunder, in whole or in part, may be assigned or transferred by the Customer without the prior written consent of Whinstone. The Customer shall provide prompt written notice to Whinstone of any such assignment or transfer. Following such assignment or transfer, but provided that the Customer has provided written notice thereof to Whinstone, (i) the assignee or transferee shall assume and be liable to Whinstone for the full and faithful performance of all of the Customer's obligations under this Agreement and be considered the "Customer" for all purposes under this Agreement and (ii) Rhodium JV LLC shall have no further liability to Whinstone..

9.2. Whinstone may, upon receipt of the Customer's prior written consent, assign, sub-license or deal in any other manner with this Agreement or any rights under the Agreement, or sub-contract any or all of any or all of obligations under this Agreement to one or more of its affiliates or to any third party upon a sale of all or substantially all of its assets and will provide notice to the Customer of any such assignment, provided, however, that the Customer is provided with the Services under the same terms and conditions as those of this Agreement until the expiration of the Initial Term or the relevant Extended Term, as the case may be, of this Agreement.

10. FORCE MAJEURE

10.1. Neither Party shall in any circumstances be liable to the other for any loss of any kind whatsoever including any damages whether directly or indirectly caused or incurred by the

Doc ID: 0576bfab07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015638

other Party by reason of any failure or delay in the performance of its obligations hereunder which is due to Force Majeure.

10.2. If either of the Parties becomes aware of circumstances of Force Majeure which give rise to or which are likely to prevent the performance of any obligations on its part, it shall as soon as reasonably possible and in any event within five (5) Business Days after commencement of the Force Majeure serve notice in writing on the other Party specifying the nature and extent of the circumstances giving rise to Force Majeure.

10.3. If either Party is prevented from performance of substantially all of its obligations by Force Majeure for more than two (2) months in total, the other Party may terminate this Agreement by giving notice in writing to the other Party at any time, in which case neither Party shall have any liability to the other except that rights and liabilities which accrued prior to such termination shall continue to subsist.

11. NOTICES

11.1. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt, or (a) personal delivery to the Party to be notified, (b) when sent, if sent by electronic mail or facsimile during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the respective Parties at their address as set forth below, or to such e-mail address, as subsequently modified by written notice given in accordance with this Clause 11 herein:

11.2. The addresses of the parties for the purposes of Clause 11.1 are:

11.2.1. Whinstone US, Inc.

2721 Charles Martin Hall Road
Rockdale, Texas 76567
Marked for the attention of: Lyle Theriot
Email: Lyle.Theriot@whinstone.us
Attention: Lyle Theriot

11.2.2. Rhodium JV LLC.

7546 Pebble Drive
Fort Worth, Texas 76118
Marked for the attention of: Cameron Blackmon
Email: cameronblackmon@imperiumpartners.io
Attention: Cameron Blackmon

11.3. In proving service, it shall be sufficient to prove that the envelope containing such notice was addressed to the address of the relevant party set out in Clause 11.2 (or as otherwise notified by that party under this Clause) and delivered to that address.

12. SUSPENSION OF SERVICE

12.1. Whinstone reserves the right to suspend the Services for the following reasons:

12.1.1. to carry out Maintenance with the prior written consent of the Customer;

Doc ID: 0876fade96627d42be8c744ce8058a4d38cc

12.1.2. to make any modification, change, addition to, or replacement of, the Whinstone Equipment or any part of the IP Connection Service or the Services where this is required to conform with any applicable safety, statutory or legal requirements, provided that such modification, change, addition or replacement does not detract from, reduce or impair the overall quality or performance of the Services with prior written consent of the Customer;

12.1.3. where the Customer fails to pay any undisputed Charges in accordance with Clause 3;

12.1.4. where Whinstone is obliged to comply with an order, instruction or request of Government, court, law enforcement agency or other competent administrative or regulatory authority, in which case Whinstone shall provide notice to the Customer as soon as possible, and cooperate with the Customer to mitigate losses or take other appropriate actions;

12.1.5. in an emergency; or

12.1.6. where Whinstone has reason to terminate this Agreement in accordance with its terms.

12.2. Where suspension of the Services is necessary in accordance with the provisions of Clause 12.1.2, Whinstone will carry out such work as Scheduled Maintenance but in circumstances where this is not possible, Whinstone shall use all reasonable endeavors to perform such work between the hours of midnight and 6am and shall restore the Services as soon as reasonably practical in the circumstances.

12.3. If Whinstone exercises its right of suspension under this Clause, this will not exclude its right to terminate this Agreement later in respect of that or any other event, nor will it prevent Whinstone claiming damages from the Customer in respect of any breach.

13. TERMINATION

13.1. This Agreement shall commence on the Effective Date and shall continue for a period of One hundred twenty (120) months from the RFU Date ("**Initial Term**") unless and until terminated in accordance with this Clause 13.

This Agreement shall be automatically extended for a period of 12 months ("**Extended Term**") at the end of the Initial Term and at the end of each Extended Term. The Customer can terminate the contract at the end of the twelfth month of the Initial Term or any Extended Term with no penalty by notifying Whinstone in writing sixty (60) days prior to the end of the contract. Unless notified in writing of termination by the Customer as mentioned above, the Customer contract will renew automatically for an additional twelve (12) months under the same conditions.

13.2. Customer Elected Termination. Whinstone understands and agrees that the Customer shall have the right to elect not to provide a RFU Notice in relation to this Agreement. If no RFU Notice is provided to Whinstone prior to June 1, 2028, this Agreement shall be considered terminated with immediate effect and any rights or obligations of either Party under this Agreement shall be null and void.

13.3. Termination for Cause. Either party (the "**Non-Defaulting Party**") may terminate this Agreement (without prejudice to its other rights and remedies) with immediate effect by written notice to the other party (the "**Defaulting Party**") if:

13.3.1. the Defaulting Party commits a material breach of any of its material obligations under this Agreement (including failing to pay any sums payable under this Agreement by the due date) and if the breach is capable of remedy, fails to remedy it during the period of 30

Doc ID: 0576bfab07d364f2b98c7a9e3e9486c652860acc0576fade9662f4f22be647ee0855a4d73f0da
RHOD-BK-00015640

days starting on the date of receipt of notice from the Non- Defaulting Party specifying the breach and requiring it to be remedied; or

13.3.2. the Defaulting Party becomes insolvent including being unable to pay its debts as they fall due and/or that the value of its assets is less than the amount of its liabilities, taking into account its contingent and prospective liabilities, proposes an individual, company or partnership voluntary arrangement, has a receiver, administrator or manager appointed over the whole or any part of its business or assets; if any petition shall be presented, order shall be made or resolution passed for its winding up (except for the purpose of a bona fide amalgamation or reconstruction), bankruptcy or dissolution (including the appointment of provisional liquidators/interim receivers or special managers); if it shall otherwise propose or enter into any composition or arrangement with its creditors or any class of them; if it ceases or threatens to cease to carry on business or if it claims the benefit of any statutory moratorium; or

13.3.3. the Defaulting Party suffers, or there occurs in relation to that party, any event which is analogous to any of the events referred to in Clause 13.2.2 in any part of the world.

13.3.4. In the case that the Customer terminates this Agreement due to Whinstone's failure to cure a default, or the matters specified in Clause 13.3 or 13.4, Whinstone will pay for the costs to decommission, clean, package onto pallets and ship the Customer equipment to a new location. Whinstone will also pay Customer's lost revenue from mining resulting from such termination converted to US dollars, which shall be calculated based on the average market price of the mined digital asset and mining difficulty levels for a period of four calendar weeks from the date of the termination.

13.4. It is in the best interest of both Parties to pursue all reasonable efforts to remedy any issues with the Services or Service Level Agreement without termination or penalties. In cases of negligence or failure to maintain the Service Level Agreement for more than two (2) consecutive months, the Customer shall be entitled to the right to terminate the Agreement.

13.5. If Whinstone fails to install all of the Customer Equipment within 60 days of the RFU Date, the Customer shall be entitled to terminate or suspend the Agreement, and Whinstone shall refund the customer the 90% of the installation charges.

13.6. Either Party may terminate this Agreement with immediate effect by written notice and without further obligation or liability to the Customer if required by any law enforcement or other government or regulatory organization or authority or by the courts.

13.7. All rights and obligations of the Parties shall cease to have effect immediately upon termination of this Agreement, except that termination shall not affect:

13.7.1. accrued rights and obligations of the Parties at the date of termination; and

13.7.2. the continued survival and validity of the rights and obligations of the Parties under Clauses 7, 8, this Clause 13.4 and Clauses 15, 17 and 19 and any other provisions of this Agreement necessary for the interpretation or enforcement of this Agreement.

13.8. For the avoidance of doubt, save where otherwise agreed in writing between the Parties, termination of any Services at a site does not constitute termination of this Agreement, and, where this Agreement has been terminated in accordance with its terms, all Services will automatically terminate upon such termination.

13.9. Upon termination of this Agreement, the Customer shall at its own cost and expense return to Whinstone all IP addresses provided to it by Whinstone.

Doc ID: 0576bfab07d364f2cb98c7a9e3e9486c52860acc
RHOD-BK-00015641

14. ANTI-BRIBERY AND CORRUPTION

Each Party warrants and represents that it has not and will not carry out any act that could be an offense under anti-bribery laws.

15. APPLICABLE LAW

This Agreement shall be governed by Texas Law and the parties hereby submit to the exclusive jurisdiction of the Texas courts.

16. GENERAL

16.1. No failure or delay of either Party in exercising its rights hereunder (including the right to require performance of any provision of this Agreement) shall be deemed to be a waiver or release of such rights. Any waiver or release must be specifically granted in writing signed by the Party waiving its rights and shall:

16.1.1. be confined to the specific circumstances in which it is given;

16.1.2. not affect any other enforcement of the same or any other right; and

16.1.3. unless it is expressed to be irrevocable, be revocable at any time in writing.

Any single or partial exercise of any right, power or remedy provided by law or under this Agreement shall not preclude any other or further exercise of it or the exercise of any other right, power or remedy.

16.2. If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:

16.2.1. the legality, validity, or enforceability in that jurisdiction of any other provision of this Agreement; or

16.2.2. the legality, validity, or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

16.3. All work performed by Whinstone under this Agreement shall be performed as an independent contractor and not as an agent of the Customer and neither Party shall be, nor represent itself to be, the employee, agent, representative, partner or joint venture of the other. Neither Party shall have the right or authority to assume or create an obligation on behalf of or in the name of the other or to otherwise act on behalf of the other. The performing Party shall be responsible for its employees' compliance with all applicable laws, rules, and regulations while performing work under this Agreement.

16.4. No modification, amendment or other change may be made to this Agreement or any part thereof unless reduced to writing and executed by authorized representatives of Whinstone and the Customer. Unless expressly so agreed, no modification or variation of this Agreement shall constitute or be construed as a general waiver of any provisions of this Agreement, nor shall it affect any rights, obligations or liabilities under this Agreement which have already accrued up to the date of such modification or waiver, and the rights and obligations of the Parties under this Agreement shall remain in full force and effect, except and only to the extent that they are so modified or varied.

Doc ID: 0576fabd07d364f2cb98c7a9e3e9486c52860cc
RHOD-BK-00015642

17. ENTIRE AGREEMENT

17.1. This Agreement constitutes the entire understanding between the Parties concerning the subject matter of the Agreement and supersedes any previous agreement or understanding between the Parties in relation to the subject matter.

17.2. With effect from the date of this Agreement all Services shall be provided solely in accordance with the terms of this Agreement and all prior agreements and understandings between the Parties in relation to the same shall be deemed terminated from the date hereof. Save in respect of rights and liabilities arising prior to such date, all such prior agreements and understandings shall cease to be of effect from the date of signature of this Agreement. In no event shall the pre-printed terms and conditions found on any Customer purchase order, acknowledgement, or other form be considered an amendment or modification of this Agreement, even if such documents are signed by representatives of both Parties; such pre- printed terms and conditions shall be null and void and of no force and effect.

17.3. Each Party acknowledges and agrees that in entering into the Agreement or in amending any part of this Agreement, it has not relied on any statement, representation, warranty, understanding, undertaking, promise or assurance (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in the Agreement. Each Party irrevocably and unconditionally waives all claims, rights and remedies which but for this clause it might otherwise have had in relation to any of the foregoing.

17.4. Nothing in Clauses 17.1 to 17.3 (inclusive) shall limit or exclude any liability for fraud.

18. COUNTERPARTS

18.1. This Agreement shall be executed in two originals, each Party shall retain one original respectively This Agreement shall not be effective until each of the Parties has executed at least one counterpart.

18.2. Each counterpart shall constitute an original, but all the counterparts shall together constitute one and the same instrument.

19. THIRD PARTIES

It is agreed that this Agreement is not intended to and does not give to any other person who is not a party to this Agreement any rights to enforce directly any provisions contained in this Agreement except for any person to whom the benefit of this Agreement is assigned or transferred in accordance with Clause 9.

20. FURTHER ASSURANCE

Each Party shall, if requested by the other Party and at the other Party's cost, execute or cause to be executed all documents and do or cause to be done all further acts and things as may be necessary in order to vest in and secure to the other Party and its successors in title the full benefit of the assets, rights and benefits to be transferred or granted to the other Party under this Agreement and for the protection and enforcement of the same and otherwise to give effect to this Agreement and to the rights and obligations contained within this Agreement.

Doc ID: 0576bfab07d364f2b98c7a9e3e9486c652860acc
RHOD-BK-00015643

The Agreement shall come into force from the seal or signature date by both Parties. This Agreement is made out in two original copies, one copy to be held by each Party in witness thereof.

CUSTOMER:

On behalf of Rhodium JV LLC,
By: Imperium Investments Holdings LLC
Its: Manager

x Cameron Blackmon

By: Cameron Blackmon

Its: Manager

Date: 06 / 30 / 2020

WHINSTONE:

On behalf of Whinstone US, Inc.

x Chad Everett Harris

Name: Chad Everett Harris

Title: Director

Date: 07 / 09 / 2020

Doc ID: 0876fabe96624f42be864744ce0855a4d7e8da

EXHIBIT 1

Doc ID: 0576bfab07d3674f2cb98c749e3e9486c052860cc
RHOD-BK-00015645

New Hosting Service Agreement No. #R-5MW-002

THIS AGREEMENT (defined below) shall be effective upon the date of receipt of the electronic signature by Whinstone US, Inc.

BY AND BETWEEN

Whinstone US, Inc., a company having its registered office located at 2721 Charles Martin Hall Road, Rockdale, Texas 76567("**Whinstone**")

AND

Rhodium JV LLC of 7546 Pebble Drive, Fort Worth, Texas 76118, (the "**Customer**").

Whinstone and the Customer are referred to individually as "**Party**" and collectively as "**Parties**".

WHEREAS

(A) Whinstone wishes to provide electrical power at its site under the terms and conditions contained in this New Hosting Service Agreement entered into by and between the Parties as of the seal or signature date of both Parties with a Ready For Use ("**RFU**") Date to be set by the Customer no sooner than thirty (30) days from the date of the RFU Notice (as hereinafter defined); and

(B) The Customer desires to utilize Whinstone's services and intends operate 5 MW of Miners and immersible equipment on Whinstone's property in Rockdale, Texas.

NOW THEREFORE, the parties hereby agree as follows:

1. DEFINITIONS

1.1. In this Agreement the following words and expressions shall have the meanings set out below. Additional terms may be defined in the context of particular provisions of this Agreement:

"**Agreement**" means these terms and conditions, any orders placed under them, and any amendments or additions or replacements to any of the aforementioned;

"**AUP**" or "**Acceptable Usage Policy**" means Whinstone Acceptable Usage Policy from time to time which, at the date of this Agreement, is set out in a Schedule to this Agreement;

"**Advanced Remote Hands Service**" means repair and maintenance services that require taking Customer Equipment off rack as detailed in Clause 2.4 below;

"**Background IP**" shall have the meaning set out in Clause 6.5 below;

"**Basic Remote Hands Service**" means repair and maintenance services performed without taking Customer Equipment off rack as detailed in Clause 2.3 below;

"**Business Day**" means a day which is not a Saturday, Sunday or a public holiday in the United States;

"**Capital Expenditure**" shall have the meaning ascribed to that term in Clause 3.14.1 below.

"**Confidential Information**" means the terms of this Agreement and all information whether in written or any other form which has been or may be disclosed in the course of the discussions leading up to the entering into or performance of this Agreement and which is identified as confidential or is clearly by its nature confidential including information relating to this Agreement or the Services, data used or generated in the provision of the Services, or any of Customer's products, operations, processes, plans or intentions, know- how, trade secrets, market opportunities, customers and business affairs;

"**Customer Equipment**" means the Customer's Miners and other Customer equipment installed in the Licensed Area;

"**Data Center**" means the Whinstone leased site located at the former Alcoa Rockdale Energy Sandow Mine facility in Rockdale, Texas;

"**Data Center Rules**" means the rules applying to the Customer's use of the Data Center;

"**Data Protection Laws**" means the laws and regulations governing the use of personal data;

"**Defaulting Party**" shall have the meaning set out in Clause 13.2 below;

"**Developed IP**" shall have the meaning set out in Clause 6.5 below;

"**Extended Term**" shall have the meaning set out in Clause 13.1 below;

"**Force Majeure**" means any event beyond the reasonable control of either or both of the parties including but without limitation to war, civil war, armed conflict or acts of terrorism or a public enemy or other catastrophes, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule or regulation or direction coming into force after the date of this Agreement, epidemics, pressure waves caused by devices traveling at supersonic speeds, nuclear accident, and acts of God and strikes, slowdowns, lockouts or other labor stoppages excluding employee(s) of Whinstone affecting third parties which in each case causes either party to be unable to comply with all or a material part of its obligations under this Agreement;

"**Hosting Service**" means service providing electrical power and ventilation to the Customer Equipment as detailed in Clause 2.2 below;

"**Initial Term**" shall have the meaning set out in Clause 13.1 below;

"**Intellectual Property**" means all intellectual property, including patents, utility models, trade and service marks, trade names, domain names, rights in designs, copyrights, moral rights, topography rights, rights in databases, trade secrets and know-how, in all cases whether or not registered or registrable and including registrations and applications for registration of any of these and rights to apply for the same, rights to receive equitable remuneration in respect of any of these and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world;

"**IP Connection Service**" means the connection to the Customer Equipment permitting communication with the Internet as specified in the Service Details;

"**Licensed Area**" means the Building C where the Customer Equipment will be placed;

Doc ID: 0576fabd07d364f2cb98c7a9e3e9486c52860cc
RHOD-BK-00015647

"**Maintenance**" means any work carried out by Whinstone in order to upgrade, improve or maintain the Service including any modification, change, addition or replacement which does not detract from, reduce or impair the overall quality or performance of the Service;

"**Miners**" means cryptocurrency mining machines, which are part of the Customer Equipment, which connect using the IP Connection Service and send computation results to the Mining Pool.

"**Mining Pool**" is the pooling of resources by Miners, who share their processing power over a network, to split the reward equally, according to the amount of work they contributed to the probability of finding a block.

"**Services**" collectively means Hosting Service, Basic Remote Hands Service, and Advanced Remote Hands Service, with the Hosting Service and Basic Remote Hands Service provided as needed to the Customer;

"**Service Details**" means service details in the format provided by Whinstone pursuant to which the Customer may request Services;

"**Party**" means Whinstone and the Customer (as the case may be) and shall include their permitted assignees and "**Parties**" shall mean both of them;

"**Pass Through Rate**" shall have the meaning set out in Clause 3.11.2 below;

"**Personal Data**" shall have the meaning as defined under the Data Protection Laws;

"**PPM Agreement**" shall have the meaning set out in Clause 3.11.2 below;

"RFU Date" means the Ready For Use Date, which is the date Whinstone will fully provide the Customer the Services;

"RFU Notice" means the written notice provided by the Customer to Whinstone setting the Ready For Use Date. This RFU Notice shall be provided to Whinstone no less than thirty (30) days prior to the Ready For Use Date set forth in the RFU Notice.

"**Representatives**" means, in relation to any party, its officers, employees and agents;

"**Scheduled Maintenance**" means Maintenance that is: (i) carried out between the hours of 12:00 am to 6:00 am; and (ii) notified to the Customer at least five (5) Business Days in advance;

"**Specified Power Draw**" shall have the meaning set out in Clause 3.13 below;

"**Whinstone Equipment**" means any equipment which is supplied by or on behalf of Whinstone to the Customer for the purpose of providing the Services and includes any equipment specified in Service Details; and

1.2. In the event of any conflict between any of the documents referred to in this Clause 1.2, they shall be given the following order of priority:

1.2.1. the terms of the relevant Service Details;

1.2.2. the terms set out in this Agreement; and

1.2.3. the terms set out in the AUP.

Doc ID: 0576fabd07d3641[illegible]

1.3. In the Agreement:

1.3.1. references to Clauses, paragraphs and subparagraphs are references to clauses, paragraphs, subparagraphs of or to this Agreement;

1.3.2. the headings contained in this Agreement are for convenience only and shall not influence the interpretation of this Agreement;

1.3.3. any reference to a statute, statutory provision, subordinate legislation, code or guideline ("legislation") is a reference to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation.

1.4. Whinstone and the Customer each represents and warrants to each other that it has the power to enter into, exercise its rights under and perform and comply with its obligations under this Agreement and all actions, conditions and things required to be taken, fulfilled and done by it to so enter into, exercise its rights under and perform and comply with its obligations under this Agreement and ensure that those obligations are valid, legally binding and enforceable have been taken, fulfilled and done.

2. SERVICE DESCRIPTION

2.1. Data Center Facilities

2.1.1. Whinstone will provide an installation environment for the Customer Equipment including, but not limited to, the Licensed Area in two buildings, rack systems, electricity supply (including PDU), transforming equipment, free air cooling (including evaporative cooling and single phase liquid cooling), smoke detection, IP Connection Service and physical security. Physical security includes 24-hour patrol, camera security, and a fence around the Licensed Area.

2.1.2. Whinstone shall grant the Customer, free of charge, escorted access to the property in Rockdale, TX for equipment inspections, installation, removal, additions, subtractions or physical maintenance by prior appointment.

2.1.3. With written prior consent of the Customer, Whinstone may relocate the Customer Equipment within the Data Center or to another facility operated by Whinstone provided that there are no changes to the terms of this Agreement. Any such relocation of the Customer Equipment will be carried out by Whinstone. Any costs incurred in relation to such relocation will be borne by Whinstone. The Customer shall reserve the right to inspect the new facility beforehand.

2.1.4. When the Customer visits the property in Rockdale, TX or accesses the Data Center network remotely the Customer shall at all times comply with the Data Center Rules that have been provided to the Customer in advance; provided, however, that the Customer shall only be obligated to comply with such Data Center Rules to the extent that they are reasonable. Whinstone shall provide the Customer a copy of the Data Center Rules and shall send a new copy if there are any changes made therein.

2.1.5. Whinstone represents and warrants that building or other permits, city inspection, or certification is not required with regard to providing services under this Agreement.

2.1.6. Whinstone represents and warrants that the Data Center has been certified by the Texas Comptroller of Public Accounts as, and is presently publicly registered with the Texas Comptroller as a "Qualifying Data Center" within the meaning of the Texas Tax Code Section 151.359 and the rules promulgated thereunder, and, as such, is entitled to claim an exemption from the Texas state sales tax for qualifying purchases. Whinstone

Doc ID: 0576fabb07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015649

covenants and agrees that the Data Center shall remain certified by and publicly registered with the Texas Comptroller as a "Qualifying Data Center" during and throughout the Initial Term.

2.2. Overview of Hosting Service

Whinstone shall be responsible for the following:

2.2.1. License of the Licensed Area.

2.2.2. Provision of the cabling for a connection to the IP Connection Service by way of a CAT 5e Ethernet cable.

2.2.3. Escorted access by the Customer's employees to the Customer Equipment at any time from 10 am to 5 pm Monday through Friday.

2.2.4. Monitored alarm and security call out service.

2.2.5. Physical Security: The facility will be surrounded by fencing and monitored by security cameras. Whinstone shall implement access control policies to ensure non-authorized persons are not able to enter the facility. Armed personnel will be onsite at all times.

2.2.6. IT Security: Whinstone will install a firewall and implement an IT security policy to prevent unauthorized access physically or remotely, viruses and ransomware. However, the Customer shall have the right to install its own firewall and implement its own security policies in the place of or in addition to Whinstone as mutually agreed to by both parties.

2.2.7. Fire detection and alarm system.

2.2.8. Equipment parts storage and inventory management.

2.2.9. After the RFU Date, acceptance of delivery of the Customer Equipment between 10:00 am to 4:00 pm on Business Days, subject to two (2) Business Days' notice to Whinstone, to be stored prior to installation.

2.2.10. Whinstone will be solely responsible for handling any complaints from third parties with respect to the noise from the Customer Equipment and shall hold the Customer harmless from any responsibility or costs arising out of or in relation to such complaints.

2.2.11. Whinstone will install all Customer Equipment on the data center racks, provide power and internet connection within thirty days of RFU Date. Installation includes unpacking, assembly and installation, LAN cable and power connection, initial setting, and garbage disposal.

2.2.12. Whinstone will provide stable power supply to the Customer's equipment at 240V. The equipment's power consumption may be adjusted by following instructions from the manufacturer. Whinstone will comply with any request from the Customer to adjust the power consumption if the total power consumption of all Customer equipment does not exceed the Specified Power Draw, or fall below eighty percent (80%) of the Specified Power Draw, unless both Parties mutually agree to do so.

2.2.13. Whinstone will follow the Service Level Agreement in Clause 4 and make its best efforts to ensure:

i. Average air intake temperature into the Customer's Miners is not greater than 30 degrees Celsius by maintaining sufficient airflow, preventing mixing of cool and

Doc ID: 0576fabd962f4b2be8474ce0853a4d1a0da
RHOD-BK-00015650

hot exhaust air from the equipment in the data center, and using evaporative cooling;

ii. Filters are used in the air intake system of the data center facility, and the air inside the data center is free of dust, insects, corrosion, precipitation and condensation.

iii. Intake and exhaust fans are free of obstruction or debris.

2.2.14. Whinstone will label all the Customer Equipment, cables, replacement parts to track inventory, replacement parts, and to make Basic Remote Hand Service the most efficient.

i. Whinstone will reference Miners with a unique identifiable identification number when giving reports to the Customer;

ii. For equipment other than Miners which may not have a unique ID number, Whinstone will properly label and store the equipment separate from other customers in the data center.

2.2.15. Whinstone will provide monthly reports to the Customer. These reports shall contain a summary of monthly power draw as measured from power consumption meters and include appropriate billing owed to Whinstone by the Customer.

2.2.16. Whinstone will provide Basic Remote Hands Service at no extra charge as outlined in Clause 2.3.1 and will offer Advanced Remote Hands Service for additional cost as outlined in Clause 2.4.1.

2.2.17. Customers may inspect the site before shipping its equipment and supplies to bring the Customer's Miners online. Upon completion of the inspection, the Customer may reduce the Specified Power Draw cited in Clause 3.12.1 if the site does not meet Customer's expectations and reduce the Advanced Remote Hands Service fee by the same proportionate amount as the reduction of Specified Power Draw.

2.3. Basic Remote Hands Service

2.3.1. Basic Remote Hands Service is available twenty-four (24) hours a day, seven (7) days a week. Where requested by the Customer, Whinstone staff shall be available to perform the following tasks only on the instructions of the Customer in respect of the Customer Equipment:

i. Remote monitoring of equipment performance and status;

ii. Remote fault diagnosis;

iii. Pushing a button;

iv. Switching a toggle;

v. Power cycling (turning on/off) the Customer Equipment;

vi. Re-setting, rebooting the Customer Equipment;

vii. Securing cabling to connections

viii. Observing, describing and/or reporting to the Customer indicator lights or display information on machines or consoles;

ix. Cable organization;

Doc ID: 0576bfab07d364f2cb98c7a9e3e9486c52860acc
RHOD-BK-00015651

x. Modifying basic cable layout, labelling and/or re-labelling of the Customer Equipment;

xi. Cable patching;

xii. Checking alarms for faults; and/or

xiii. Inserting/removing discs or equivalent storage devices into/ from the Customer Equipment.

2.4. Advance Remote Hands Service

2.4.1. The following Advanced Remote Hands Services are not included in the Basic Remote Hands Service but may be provided by Whinstone to the Customer on a best effort basis. Unless explicitly expressed in Clause 2.3.1, in cases of ambiguity between Advanced Remote Hands Services and Basic Remote Hands Services, Advanced Remote Hands Services shall come into effect if the Customer Equipment must be taken off the rack:

i. Installing applications or software to the Customer Equipment;

ii. Uploading of data to the Customer Equipment;

iii. Configuring the Customer Equipment operating system;

iv. Configuring any software or applications on the Customer Equipment;

v. Customer Equipment component fault diagnosis;

vi. Software component fault diagnosis;

vii. Rectifying problems caused by the Customer Equipment or software;

viii. Rectifying problems caused by the Customer; or

ix. Any service whatsoever requiring the opening of the outer casing of any of the Customer Equipment.

2.4.2. Communication for Advance Remote Hands Service shall be done via email or Whinstone's ticketing system. Whinstone will follow the Service Level Agreement as well as the work schedule specified in Clause 4.

2.4.3. Advanced Remote Hands Service shall be provided by Whinstone to the Customer for a fixed monthly fee as detailed in Clause 3.12, separately from Hosting Fees which includes only the Basic Remote Hands Service.

3. CHARGES AND PAYMENTS

3.1. In consideration of the provision of the Services, the Customer shall pay charges in accordance with this Clause 3.

3.2. Whinstone shall issue a monthly invoice to the Customer no later than the tenth day of the following month containing all charges and fees for providing the Services under this contract, including the Hosting Fees prepayment under 3.11.2. The Customer shall pay the undisputed amounts of such invoice no later than the last day of the month in which the Customer receives it.

Doc ID: 0576fabd07d364f2b98c749e3e9486c652860acc
RHOD-BK-00015652

3.3. If the Customer requests Whinstone to provide any services other than contemplated in this Agreement, Whinstone shall be entitled to invoice the Customer for any and all changes to such services pursuant to the agreement between the parties.

3.4. If either Party fails to pay any amount owed under this Agreement by the dates set forth herein:

3.4.1. The Party to receive payment shall be entitled but not obliged to charge the Customer interest at a rate of 5% per year on the overdue amount commencing 14 business days after the due date up to the date of actual payment.

3.4.2. Actual power consumption is measured at the end of each month, and a credit or debit is applied toward the next hosting fee prepayment invoice. If the credit or debit is not paid or applied on that invoice, the Party to receive payment shall be entitled but not obliged to charge the other Party interest 5% per year on the overdue amount commencing 14 business days after the due date of the invoice to the date of actual payment.

3.5. All charges and payments referred to in this Agreement are inclusive of sales tax (if applicable) and all similar taxes and duties payable in respect of such payments. To the extent that additional tax is properly chargeable to the Customer, the Customer shall pay at the time that the payment becomes due.

3.6. All amounts due under this Agreement shall be paid in accordance with all work performed and services provided. In the event that the Parties change the scope of the services, Whinstone and the Customer will agree on all billing changes and handle each credit or debit once there is a mutual agreed amount.

3.7. In the event of any failure by either Party to make full payment to the other Party of any and all amounts due pursuant to this Agreement, the Party owing payment shall be responsible for all costs and expenses which the other Party reasonably incurs in collecting such amounts.

3.8. The Parties may combine charges and invoices and offset any amounts owed to the other Party.

3.9. This Clause intentionally left blank.

3.10. Installation Fees

3.10.1. This Clause intentionally left blank.

3.10.2. Installation is considered complete when the Miner is seen remotely connecting to the Mining Pool and sending computation. In cases of faulty equipment, installation will be considered complete when Whinstone diagnoses the fault, sends a report to the Customer, and completes installation of alternative equipment.

3.10.3. This Clause intentionally left blank.

3.11. Hosting Fees

3.11.1. The Hosting Fees cover all services and items specified in this Agreement except for Advanced Remote Hands Service in Clause 3.12 and is calculated based on the power consumption of the Customer Equipment and shall not include Whinstone's own equipment (PUE) or the equipment of Whinstone's other customers.

3.11.2. The Hosting Fee rate is the lesser of either (i) $0.01705 USD or (ii) the "Pass Through Rate" as hereinafter defined. As used herein, the "**Pass Through Rate**" is defined as the lesser of either (i) the "Net Effective Rate" as that rate is defined and calculated in the

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015653

Pro Forma Pricing Model attached as Attachment C to that certain Power Services Agreement entered into by and between Whinstone and Priority Power Management LLC on April 3, 2020 (the "**PPM Agreement**") or (ii) the exact price at which Whinstone is billed monthly for electricity provided to Customer per kilowatt-hour. The Hosting Fee rate shall remain unchanged for 3 (three) consecutive years under any Extended Term under Clause 13.1. Whinstone will install power consumption meters at the transformers.

3.11.3. Whinstone, to the best of its knowledge, confirms that the "Pass Through Rate" is presently $14.74 per Megawatt Hour as shown in the Pro Forma Pricing Model attached as Attachment C to the PPM Agreement, a materially accurate copy of which is attached hereto as Exhibit "1". Customer understands that this rate is variable.

3.11.4. Hosting Fee rate = $17.05 per Megawatt Hour or lower depending on the "Pass Through Rate" for 3 years, with the option to renew for the remainder of the Initial Term at the same pre-agreed upon terms seen in 3.11.2, in one year increments. Whinstone will invoice a 5,000 kW upon deployment of the Customer Equipment. Whinstone will require the payment to be made fifteen days prior to powering the Licensed Area.

3.12. Advanced Remote Hands Service Fee

3.12.1. Whinstone will invoice the Customer a fixed monthly fee of $1,667.00 (USD) for the Advanced Remote Hands Services based on a scale of 1317 Miners, or 5mW equivalent. Whinstone will invoice Advanced Remote Hands Services together with the Hosting Fees and the applicable period for services rendered shall be the same month as the Hosting Fees unless otherwise specified. Notwithstanding the prior sentence, until all Specified Power Draw is provided, and all the Miners have been installed, Whinstone will invoice the Customer for Advanced Remote Hands Services based on the average number of installed Miners during the prior month. This fixed monthly fee will be credited towards Customer's power bill in the result that there is greater than or equal to eighty percent (80%) of the Specified Power Draw at the rate specified in Clause 3.11.1

3.12.2. Whinstone will adhere to all sections of the Service Level Agreement in Clause 4 as well as those specifically detailed for the Advanced Remote Hands Service.

3.12.3. In the likely result that the Advanced Remote Hands Service Fee is not necessary for Customer because they are monitoring their own systems with on-site staff, Customer will elect, in writing, that this service is no longer needed. Upon election and acceptance from Whinstone, this fixed monthly fee will be waived indefinitely.

3.13. Specified Power Draw

3.13.1. Whinstone will provide the Customer with at least 5,000 kW (5) MW of power available for the Services by the RFU Date. As a minimum commitment, regardless of power consumption, the Customer shall pay for Hosting Fees for greater than or equal to eighty percent (80%) of the Specified Power Draw at the rate specified in Clause 3.11.1.

3.13.2. Customer and Whinstone agree, to the best of their ability, to be fair in negotiations and working to a mutually beneficial decision in the result of unforeseen circumstances.

For Purpose of Example and Reference, a cost of power calculation has been provided below based on $17.05/mWh ($0.01705/kWh), the "Hosting Fee rate"

30-day month: 5,000 kW * Hosting Fee * 24 hours * 30days = $61,380.00
31-day month: 5,000kW * Hosting Fee * 24 hours * 31days = $63,426.00

3.13.3. If Whinstone determines that the over-usage of power cannot be reasonably permitted, Whinstone reserves the right to require the Customer to remove or deactivate sufficient

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015654

Customer Equipment to prevent such over-usage within 24 hours of notification, which will describe in detail the reasons for the removal or deactivation. Whinstone shall consult with the Customer in good faith before determining to remove or deactivate.

3.14. The Customer will pay to Whinstone the "Capital Expenditure" (as defined in the following sentence) not to exceed $800,000. The Capital Expenditure shall be paid in full to Whinstone no later than five (5) business days after the RFU Notice is provided. The "**Capital Expenditure**" is defined as the lesser of either (i) the actual costs of construction and buildout of the infrastructure, building and power requirements of the Licensed Area or (ii) Eight Hundred Thousand U.S. Dollars ($800,000.00 USD). No later than thirty (30) days after the the RFU date, Whinstone shall provide to Customer a full accounting of the actual costs of construction and buildout of the infrastructure, building and power requirements of the Licensed Area along with accurate receipts, bookkeeping, and proof of purchase for all invoices exceeding $5,000 per line item.

3.15. This Clause intentionally left blank.

3.16. Whinstone agrees that all costs of construction and buildout of the infrastructure, building and power requirements of the Licensed Area greater than $800,000 will be at the sole cost and expense of Whinstone. Whinstone agrees that, in the result of which this $800,000 is more than necessary for the Capital Expenditure, Whinstone will refund the remaining funds to Customer.

3.17. Whinstone represents and warrants that the Capital Expenditure and Hosting Fees shall be exempt from Texas state sales tax because the expenditures for which the Capital Expenditure and Hosting Fees will be allocated are qualifying purchases for a "qualifying data center" within the meaning of Texas Tax Code Section 151.359 and the rules promulgated thereunder. In the event that, at any time during the Initial Term, any Texas state sales tax should be assessed on any portion of the Capital Expenditure or any portion of the Hosting Fees, Whinstone shall pay such Texas state sales tax solely from its own funds and shall indemnify and hold harmless the Customer from any and all liability, charges, costs, assessments, fees, fines, penalties and interest arising out of such assessment.

3.18. Whinstone agrees that the Capital Expenditure allows Customer complete use of the Licensed Area for a continuous, uninterrupted period of ten (10) years, unless otherwise mutually agreed upon by both Parties in writing at a later date.

4. OPERATIONS AND SERVICE LEVEL AGREEMENT ("SLA")

4.1. Whinstone reserves the right to vary the technical specifications of the Services where necessary for operational reasons and without detracting from, reducing or impairing the overall quality or performance of the Services, after giving reasonable written notice to the Customer (except in the case of an emergency where notice is not possible; provided, however, that in such case, Whinstone shall provide notice to the Customer then as soon as reasonably possible).

4.2. Without prejudice to Clause 4.1, Whinstone reserves the right to, after providing the Customer with reasonable advance written notice (provided, however, that in the event of an emergency, as soon as reasonably possible) at any time to make any change, addition to or replacement of any part of the Services where this is required to conform with any applicable safety, statutory or legal requirement, provided that this does not detract from, reduce or impair the overall quality or performance of the Services.

4.3. The Customer may report any claims including failures of performance of the Services by Whinstone to the Whinstone support center at any time. Whinstone shall take all actions necessary to remedy such failures as soon as possible.

Doc ID: 0576bfab07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015655

4.4. Interface or access to inventory, monitoring and Hashtrend software is provided to the Customer at no additional charge.

4.5. Uptime Guarantee

4.5.1. Whinstone guarantees an uptime percentage (percentage of time to maintain uninterrupted performance of the total Customer Equipment) of 96.35% and no more than 6 days of planned downtime due to loss of power, construction, or network outage.

4.5.2. Whinstone will not charge Customer for any power cost during the period of which there is interrupted performance of the total Customer Equipment.

4.5.3. Whinstone will give at least twenty-four (24) hours advance notice to the Customer via email before any datacenter downtime, or any downtime affecting more than one hundred (100) machines at one time.

4.5.4. If any unplanned event causes more than 10% of equipment to go offline, Whinstone will acknowledge the alert within 1 hour and report immediately to the Customer. Whinstone will attempt to begin remedy of the issue within 1 hour of alert acknowledgement and shall provide a full incident report within 5 business days of alert acknowledgement to the Customer.

4.6. Performance Guarantee

4.6.1. Whinstone will perform maintenance and repairs to ensure the total daily average hashrate of all machines does not fall by more than 5% below the Customer Equipment manufacturer's specified range.

4.6.2. If total hourly average hashrate of all Customer Equipment falls more than 10% compared to the previous hour, Whinstone will respond to the incident within 1 hour and provide a full incident report within 5 business days of the incident to the Customer.

4.6.3. Whinstone will make the best effort to employ a monitoring system to monitor uptime, performance and other machine metrics.

4.6.4. Whinstone shall maintain average hashrate overall for Customer Equipment within the tolerance range of the equipment manufacturer's specifications.

4.6.5. Whinstone shall acknowledge alerts from its monitoring system within 30 minutes and respond within 1 hour. If the problem cannot be corrected, the Customer Equipment affected will be place in a maintenance queue and reported to the Customer by the next business day.

4.6.6. Whinstone will reply to notices from the Customer on the same business day.

4.6.7. Whinstone shall maintain an intake temperature suitable for proper operation of the machines. If any machines do overheat, Whinstone shall turn them off as soon as possible and report the issue to the Customer.

4.7. Advanced Remote Hands Service

4.7.1. Whinstone will provide Advanced Remote Hands Service from 9 am to 9 pm, seven days a week. This service includes repairs, unracking/racking units, and replacement of parts such as hashboards, fans, controller boards.

Doc ID: 0576fabd07d364f2cb98c7a9e3e9486c52860acc
RHOD-BK-00015656

4.7.2. If the hourly hashrate performance of a single Miner drops more than 10%, Whinstone will respond within 30 minutes, and attempt to repair or replace faulty parts and components within 1 hour. If the issue cannot be resolved within 1 hour, Whinstone will place the equipment into a maintenance repair queue.

4.7.3. Whinstone shall reduce the maintenance repair queue at all times it is not responding to any incidents.

4.8. Whinstone will sell electricity in lieu of providing electricity to the Customer if the Ercot Market profitability exceeds the 250% of the contract price. The profit will be distributed 100% to the Customer.

5. WHITELABELING OF SERVICES

The Customer may white label the Services and arrangements under this Agreement on a back-to-back basis to specifically named third parties upon thirty-day notification to Whinstone, and Whinstone shall accept such execution of this right provided there are no changes to the terms of this Agreement. Any requested changes to warranties, representations, obligations, or service levels to be provided by Whinstone shall be negotiated in good faith by the Parties. Unless prior arrangement is made, the Customer shall be responsible for billing and collection associated with any white label offering.

6. OWNERSHIP AND INTELLECTUAL PROPERTY

6.1. The Parties acknowledge and agree that the Customer Equipment is the sole property of the Customer. In no event shall Whinstone claim ownership of any of the equipment.

6.2. The Parties acknowledge and agree that any outcomes or productivities, including but not limited to, block chains, hash and digital currencies, generated from the operation of the equipment are the sole property of the Customer. In no event shall Whinstone claim the ownership of any of such outcomes or productivities.

6.3. Whinstone shall not sell or create any mortgage, lien, or any kind of encumbrance on the Customer Equipment, the Intellectual Property, or any outcomes or productivities owned by the Customer.

6.4. The Customer will have a non-transferable license to use any IP address allocated by Whinstone to the Customer for the duration of this Agreement. If this Agreement is terminated for any reason, the Customer's license to use the IP address shall automatically terminate.

6.5. Customer owns any Developed IP. "**Developed IP**" means any intellectual property other than Background IP created or discovered by the Parties in connection with this Agreement, including without limitation any reports Whinstone provides to Customer. "**Background IP**" means all intellectual property owned or licensed by a Party before starting services under this Agreement or independent of services under this Agreement. The Developed IP is a work made for hire for the Customer to the extent permitted by applicable law, and Customer retains all intellectual property rights in the Developed IP. To the extent that Whinstone or its personnel own any rights in the Developed IP, Whinstone assigns, or will procure the assignment of, all rights, title, and interest in the Developed IP to Customer. If applicable law prevents future assignments, Whinstone will assign, or will procure the assignment of, such rights as these are created. If applicable law prevents Whinstone from transferring ownership of any

Doc ID: 0576bfab07d364f2b98c7a9e3e9486c52860acc
0576fabe07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015657

Developed IP to Customer, Whinstone grants Customer a perpetual, irrevocable, exclusive, royalty-free, fully-paid, transferable, worldwide license, with the right to sublicense, to: (1) reproduce, prepare derivative works of, distribute, publicly perform, publicly display, and otherwise use such Developed IP; and (2) make, use, sell, offer for sale, import, export any component of, and otherwise dispose of such Developed IP. This agreement does not transfer any rights associated with Background IP, which will remain vested with their owners.

6.6 Whinstone will defend Customer and its affiliates, and indemnify them against liabilities in any third-party legal proceeding to the extent arising from an unaffiliated third party's allegation that Customer or its affiliate's use of the Services or any deliverable under this Agreement from Whinstone infringes or misappropriates the third party's Intellectual Property Rights.

7. CONFIDENTIALITY

7.1. The parties agree that Confidential Information:

7.1.1. shall be used solely for the purpose for which it was furnished in connection with performance of this Agreement;

7.1.2. shall be maintained in strict confidence and shall not be disclosed to third parties, provided, however, that Whinstone and the Customer may disclose Confidential Information to their respective affiliates and sub-contractors and their respective employees who need to have access to such Confidential Information for the purposes of providing the Services on the condition that Whinstone and the Customer shall procure compliance by such sub-contractors or affiliates and their respective employees with the terms of this Clause 7; provided, however, that Whinstone and the Customer shall be responsible for any breach of the obligations set forth in this Clause 7 by such sub-contractors or affiliates and their respective employees; and

7.1.3. upon termination of this Agreement shall be returned to the disclosing Party, together with all copies, or (at the disclosing Party's option) destroyed.

7.2. Any disclosure of Confidential Information permitted under Clause 7.1.2 shall be in confidence, and only be to the extent that any persons to whom the information is disclosed need to know the same for the performance of their duties and the receiving Party shall be obliged to procure that all such persons are aware of the obligation of confidentiality and undertake to comply with it.

7.3. The obligations of confidentiality and restricted use set out in Clauses 7.1 and 7.2 are not applicable to Confidential Information that:

7.3.1. was previously or becomes known to the receiving Party, free from any obligation to keep the same confidential (provided that Confidential Information disclosed in contemplation of the provision of the Services shall still remain subject to such obligations);

7.3.2. is or becomes generally available to the public, other than as a direct or indirect result of unauthorized disclosure by the receiving Party, its affiliates or a person engaged by the receiving Party or its affiliates contrary to their respective obligations of confidentiality;

7.3.3. is shown to have been independently developed by the receiving Party, its officers, employees, agents or contractors;

7.3.4. the Parties agree in writing that it need not be kept confidential; or

Doc ID: 0576fab07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015658

7.3.5. is required to be disclosed by law or by regulation or by the order of any governmental authority or court provided that, to the extent permitted by law, prior to any disclosure, the receiving Party notifies the disclosing Party of the information to be disclosed and the circumstances in which the disclosure is alleged to be required as early as reasonably possible before such disclosure must be made and, at the disclosing Party's request and cost, assists the disclosing Party in avoiding or limiting any such disclosure.

7.4. Without prejudice to any other rights and remedies that the disclosing Party may have, the receiving Party agrees that if Confidential Information is used or disclosed or threatened to be used or disclosed other than in accordance with the terms of this Agreement, the disclosing Party shall, without proof of special damage, be entitled to seek an injunction, specific performance or other equitable relief for any actual or threatened breach of this Clause 7.

7.5. Notwithstanding Clause 7.1, Whinstone will request in writing to the Customer and request the Customer to participate in its advertising and/or promotional literature and other materials. The Customer has the right to opt out of any and all advertising request.

7.6. In order for Whinstone to provide the Services, the Customer will need to supply certain information or data. Where such information or data constitutes Personal Data, Whinstone will comply with the Data Protection Laws. The Parties shall duly observe and comply with all their obligations under the Data Protection Laws in relation to any Personal Data processed in connection with this Agreement and shall render such assistance and cooperation as is reasonably necessary or reasonably requested by the other Party in respect thereto.

7.7. It shall be the Customer’s responsibility to keep any Personal Data provided to Whinstone up to date and the Customer warrants and undertakes to Whinstone that all of its Personal Data and contact details are accurate and complete.

7.8. Whinstone may pass the Customer’s Personal Data to Whinstone affiliates and to any third-party suppliers Whinstone may use to provide services that involve processing data on Whinstone’s behalf for the purpose of providing the Services and as contemplated by the terms of this Agreement; provided, however, that Whinstone shall be responsible for any breach of the obligations set forth in this Clause 7 by such affiliates and third party suppliers.

8. LIABILITY, REPRESENTATIONS, WARRANTIES, AND INDEMNIFICATIONS

8.1. Both Parties represent and warrant that they have the right and capacity to enter into this Agreement and fully perform their respective obligations hereunder;

8.2. Whinstone shall perform the Services as described herein and shall provide the Services in a professional manner consistent with industry standards.

8.3. Whinstone hereby agrees to indemnify and hold harmless the Customer and any of its managers, owners, successors, licensees and assignees, from any and all losses, costs, liabilities, damages and expenses, including but not limited to, reasonable attorney fees resulting from any breach of any obligations, representation, warranty and/or covenant under this Agreement. Notwithstanding any provisions herein, Whinstone agrees to indemnify the Customer for any losses directly or indirectly caused by negligence or intentional or willful misconduct of Whinstone in its performance of obligations under this Agreement, including but not limited to, faulty operations, bad design, or misuse of the facilities in the datacenter.

Doc ID: 0576bfab07d364f2cb98c7a9e3e9486c52860acc
RHOD-BK-00015659

8.4. If electrical supply is suspended for five (5) or more consecutive days, or more than seven (7) days in any twelve (12) month period due to any cause other than due to Force Majeure event, the Customer is entitled to suspend or terminate this Agreement by giving a written notice to Whinstone. Written notice will be signed and emailed to Whinstone, and a physical copy will be sent to Whinstone's registered address. The timestamp of the email will be considered the date of the receipt of such notice. If the Customer terminates this Agreement for the aforementioned reason, Whinstone shall pay for the costs to decommission, clean, package onto pallets and for the shipping cost to transport all Customer's Customer Equipment to a new location.

8.5. Neither Party excludes or limits its liability to the other Party for:

8.5.1. death or personal injury caused by its negligence;

8.5.2. fraud or fraudulent misrepresentation.

8.6. Subject to Clauses 6, 8.5, 8.7, and claims for outstanding payment, the aggregate liability of each Party to the other in contract, tort (including negligence), for breach of a statutory duty or otherwise arising under or in connection with this Agreement or its subject matter shall be limited to a sum equal to the greater of: (i) the aggregate charges payable by the Customer to Whinstone in the twelve-month period immediately prior to the date on which the cause of action first arose or, if the Agreement had been in force for less than twelve months at that date, the annualized amount of the charges payable by that date; and (ii) USD $250,000.

8.7. Subject to Clause 8.5 but notwithstanding anything else in this Agreement, the aggregate liability of:

8.7.1. the Customer to Whinstone for damage to property, in contract, (including negligence) or otherwise arising under or in connection with this Agreement shall be limited to a sum equal to the aggregate charges payable by the Customer to Whinstone in the twelve-month period immediately prior to the date on which the cause of action first arose or, if the Agreement has been in force for less than twelve months on such date, the annualized amount of the charges payable by that date; and

8.7.2. Whinstone to the Customer for damage to property, in contract, tort (including negligence) or otherwise arising under or in connection with this Agreement shall be limited to a sum equal to the aggregate charges payable by the Customer to Whinstone in the twelve-month period immediately prior to the date on which the cause of action first arose or, if the Agreement has been in force for less than twelve months on such date, the annualized amount of the charges payable by that date.

8.8. In no event will Whinstone have any liability for non-provision or delay in the provision of the Services which:

8.8.1. can be reasonably attributed to the acts or omissions of the Customer, its affiliates, employees, workers, sub-contractors, agents or customers including but not limited to failure to provide complete, accurate information in a timely manner for Whinstone;

8.8.2. arises from or as a consequence of use of the Services other than in accordance with the express terms of this Agreement; and/or

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015660

8.8.3. occurs during any period of suspension in accordance with Clause 12, provided, however, that this Clause 8.8 shall not apply in the case of willful misconduct or negligence by Whinstone, its affiliates, employees, workers, sub-contractors or agents.

8.9. The Customer acknowledges that Whinstone would not enter into this Agreement at the prices herein without the foregoing limitations of liability. Each Party acknowledges that the allocation of risk in this Agreement (including the exclusions and limitations set out in this Clause 8) has been freely negotiated at arm's length and is regarded by it as reasonable. The Customer acknowledges that it has had an opportunity to consider adequate insurance cover and to obtain professional advice in relation to this Clause 8.

8.10. Whinstone shall not be liable for any claim arising under this Agreement unless the Customer gives Whinstone written notice of the claim within twelve months of becoming aware of the circumstances giving rise to the claim.

8.11. Whinstone shall maintain minimum general business liability insurance in the amount of ten million US Dollars per occurrence or replacement value of the Customer's Customer Equipment, whichever is lower. This coverage will not include business income interruption coverage. The Customer is responsible for insuring their equipment and business income interruption insurance.

8.12. Whinstone represents to the Customer that it has secured rights to at least 100 acres of leased land for two years for the Data Center and secured for commercial access up to one (1) gigawatt of aggregated electricity that can be delivered to the Data Center, of which a portion of that may be incrementally offered to the Customer under an Extended Term.

9. ASSIGNMENT

9.1. This Agreement and all rights and obligations hereunder, in whole or in part, may be assigned or transferred by the Customer without the prior written consent of Whinstone. The Customer shall provide prompt written notice to Whinstone of any such assignment or transfer. Following such assignment or transfer, but provided that the Customer has provided written notice thereof to Whinstone, (i) the assignee or transferee shall assume and be liable to Whinstone for the full and faithful performance of all of the Customer's obligations under this Agreement and be considered the "Customer" for all purposes under this Agreement and (ii) Rhodium JV LLC shall have no further liability to Whinstone..

9.2. Whinstone may, upon receipt of the Customer's prior written consent, assign, sub-license or deal in any other manner with this Agreement or any rights under the Agreement, or sub-contract any or all of any or all of obligations under this Agreement to one or more of its affiliates or to any third party upon a sale of all or substantially all of its assets and will provide notice to the Customer of any such assignment, provided, however, that the Customer is provided with the Services under the same terms and conditions as those of this Agreement until the expiration of the Initial Term or the relevant Extended Term, as the case may be, of this Agreement.

10. FORCE MAJEURE

10.1. Neither Party shall in any circumstances be liable to the other for any loss of any kind whatsoever including any damages whether directly or indirectly caused or incurred by the

Doc ID: 0576fabd07d364f2b98c7a9e3a9486c52860acc
RHOD-BK-00015661

other Party by reason of any failure or delay in the performance of its obligations hereunder which is due to Force Majeure.

10.2. If either of the Parties becomes aware of circumstances of Force Majeure which give rise to or which are likely to prevent the performance of any obligations on its part, it shall as soon as reasonably possible and in any event within five (5) Business Days after commencement of the Force Majeure serve notice in writing on the other Party specifying the nature and extent of the circumstances giving rise to Force Majeure.

10.3. If either Party is prevented from performance of substantially all of its obligations by Force Majeure for more than two (2) months in total, the other Party may terminate this Agreement by giving notice in writing to the other Party at any time, in which case neither Party shall have any liability to the other except that rights and liabilities which accrued prior to such termination shall continue to subsist.

11. NOTICES

11.1. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt, or (a) personal delivery to the Party to be notified, (b) when sent, if sent by electronic mail or facsimile during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the respective Parties at their address as set forth below, or to such e-mail address, as subsequently modified by written notice given in accordance with this Clause 11 herein:

11.2. The addresses of the parties for the purposes of Clause 11.1 are:

11.2.1. Whinstone US, Inc.

2721 Charles Martin Hall Road
Rockdale, Texas 76567
Marked for the attention of: Lyle Theriot
Email: Lyle.Theriot@whinstone.us
Attention: Lyle Theriot

11.2.2. Rhodium JV LLC.

7546 Pebble Drive
Fort Worth, Texas 76118
Marked for the attention of: Cameron Blackmon
Email: cameronblackmon@imperiumpartners.io
Attention: Cameron Blackmon

11.3. In proving service, it shall be sufficient to prove that the envelope containing such notice was addressed to the address of the relevant party set out in Clause 11.2 (or as otherwise notified by that party under this Clause) and delivered to that address.

12. SUSPENSION OF SERVICE

12.1. Whinstone reserves the right to suspend the Services for the following reasons:

12.1.1. to carry out Maintenance with the prior written consent of the Customer;

Doc ID: 0876fa8e96d27d42be8c744ce8058a4d38bda

12.1.2. to make any modification, change, addition to, or replacement of, the Whinstone Equipment or any part of the IP Connection Service or the Services where this is required to conform with any applicable safety, statutory or legal requirements, provided that such modification, change, addition or replacement does not detract from, reduce or impair the overall quality or performance of the Services with prior written consent of the Customer;

12.1.3. where the Customer fails to pay any undisputed Charges in accordance with Clause 3;

12.1.4. where Whinstone is obliged to comply with an order, instruction or request of Government, court, law enforcement agency or other competent administrative or regulatory authority, in which case Whinstone shall provide notice to the Customer as soon as possible, and cooperate with the Customer to mitigate losses or take other appropriate actions;

12.1.5. in an emergency; or

12.1.6. where Whinstone has reason to terminate this Agreement in accordance with its terms.

12.2. Where suspension of the Services is necessary in accordance with the provisions of Clause 12.1.2, Whinstone will carry out such work as Scheduled Maintenance but in circumstances where this is not possible, Whinstone shall use all reasonable endeavors to perform such work between the hours of midnight and 6am and shall restore the Services as soon as reasonably practical in the circumstances.

12.3. If Whinstone exercises its right of suspension under this Clause, this will not exclude its right to terminate this Agreement later in respect of that or any other event, nor will it prevent Whinstone claiming damages from the Customer in respect of any breach.

13. TERMINATION

13.1. This Agreement shall commence on the Effective Date and shall continue for a period of One hundred twenty (120) months from the RFU Date ("**Initial Term**") unless and until terminated in accordance with this Clause 13.

This Agreement shall be automatically extended for a period of 12 months ("**Extended Term**") at the end of the Initial Term and at the end of each Extended Term. The Customer can terminate the contract at the end of the twelfth month of the Initial Term or any Extended Term with no penalty by notifying Whinstone in writing sixty (60) days prior to the end of the contract. Unless notified in writing of termination by the Customer as mentioned above, the Customer contract will renew automatically for an additional twelve (12) months under the same conditions.

13.2. Customer Elected Termination. Whinstone understands and agrees that the Customer shall have the right to elect not to provide a RFU Notice in relation to this Agreement. If no RFU Notice is provided to Whinstone prior to June 1, 2028, this Agreement shall be considered terminated with immediate effect and any rights or obligations of either Party under this Agreement shall be null and void.

13.3. Termination for Cause. Either party (the "**Non-Defaulting Party**") may terminate this Agreement (without prejudice to its other rights and remedies) with immediate effect by written notice to the other party (the "**Defaulting Party**") if:

13.3.1. the Defaulting Party commits a material breach of any of its material obligations under this Agreement (including failing to pay any sums payable under this Agreement by the due date) and if the breach is capable of remedy, fails to remedy it during the period of 30

Doc ID: 0576bfab07d364f2cb984749e3048f6c652860cc
0576fabe07d364f2cb984749e3048f6c652860cc
RHOD-BK-00015663

days starting on the date of receipt of notice from the Non- Defaulting Party specifying the breach and requiring it to be remedied; or

13.3.2. the Defaulting Party becomes insolvent including being unable to pay its debts as they fall due and/or that the value of its assets is less than the amount of its liabilities, taking into account its contingent and prospective liabilities, proposes an individual, company or partnership voluntary arrangement, has a receiver, administrator or manager appointed over the whole or any part of its business or assets; if any petition shall be presented, order shall be made or resolution passed for its winding up (except for the purpose of a bona fide amalgamation or reconstruction), bankruptcy or dissolution (including the appointment of provisional liquidators/interim receivers or special managers); if it shall otherwise propose or enter into any composition or arrangement with its creditors or any class of them; if it ceases or threatens to cease to carry on business or if it claims the benefit of any statutory moratorium; or

13.3.3. the Defaulting Party suffers, or there occurs in relation to that party, any event which is analogous to any of the events referred to in Clause 13.2.2 in any part of the world.

13.3.4. In the case that the Customer terminates this Agreement due to Whinstone's failure to cure a default, or the matters specified in Clause 13.3 or 13.4, Whinstone will pay for the costs to decommission, clean, package onto pallets and ship the Customer equipment to a new location. Whinstone will also pay Customer's lost revenue from mining resulting from such termination converted to US dollars, which shall be calculated based on the average market price of the mined digital asset and mining difficulty levels for a period of four calendar weeks from the date of the termination.

13.4. It is in the best interest of both Parties to pursue all reasonable efforts to remedy any issues with the Services or Service Level Agreement without termination or penalties. In cases of negligence or failure to maintain the Service Level Agreement for more than two (2) consecutive months, the Customer shall be entitled to the right to terminate the Agreement.

13.5. If Whinstone fails to install all of the Customer Equipment within 60 days of the RFU Date, the Customer shall be entitled to terminate or suspend the Agreement, and Whinstone shall refund the customer the 90% of the installation charges.

13.6. Either Party may terminate this Agreement with immediate effect by written notice and without further obligation or liability to the Customer if required by any law enforcement or other government or regulatory organization or authority or by the courts.

13.7. All rights and obligations of the Parties shall cease to have effect immediately upon termination of this Agreement, except that termination shall not affect:

13.7.1. accrued rights and obligations of the Parties at the date of termination; and

13.7.2. the continued survival and validity of the rights and obligations of the Parties under Clauses 7, 8, this Clause 13.4 and Clauses 15, 17 and 19 and any other provisions of this Agreement necessary for the interpretation or enforcement of this Agreement.

13.8. For the avoidance of doubt, save where otherwise agreed in writing between the Parties, termination of any Services at a site does not constitute termination of this Agreement, and, where this Agreement has been terminated in accordance with its terms, all Services will automatically terminate upon such termination.

13.9. Upon termination of this Agreement, the Customer shall at its own cost and expense return to Whinstone all IP addresses provided to it by Whinstone.

Doc ID: 0576bfab07d364f2cb98c7a9e3a9486c52860acc
0576bfab07d364f2cb98c7a9e3a9486c52860acc
RHOD-BK-00015664

14. ANTI-BRIBERY AND CORRUPTION

Each Party warrants and represents that it has not and will not carry out any act that could be an offense under anti-bribery laws.

15. APPLICABLE LAW

This Agreement shall be governed by Texas Law and the parties hereby submit to the exclusive jurisdiction of the Texas courts.

16. GENERAL

16.1. No failure or delay of either Party in exercising its rights hereunder (including the right to require performance of any provision of this Agreement) shall be deemed to be a waiver or release of such rights. Any waiver or release must be specifically granted in writing signed by the Party waiving its rights and shall:

16.1.1. be confined to the specific circumstances in which it is given;

16.1.2. not affect any other enforcement of the same or any other right; and

16.1.3. unless it is expressed to be irrevocable, be revocable at any time in writing.

Any single or partial exercise of any right, power or remedy provided by law or under this Agreement shall not preclude any other or further exercise of it or the exercise of any other right, power or remedy.

16.2. If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:

16.2.1. the legality, validity, or enforceability in that jurisdiction of any other provision of this Agreement; or

16.2.2. the legality, validity, or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

16.3. All work performed by Whinstone under this Agreement shall be performed as an independent contractor and not as an agent of the Customer and neither Party shall be, nor represent itself to be, the employee, agent, representative, partner or joint venture of the other. Neither Party shall have the right or authority to assume or create an obligation on behalf of or in the name of the other or to otherwise act on behalf of the other. The performing Party shall be responsible for its employees' compliance with all applicable laws, rules, and regulations while performing work under this Agreement.

16.4. No modification, amendment or other change may be made to this Agreement or any part thereof unless reduced to writing and executed by authorized representatives of Whinstone and the Customer. Unless expressly so agreed, no modification or variation of this Agreement shall constitute or be construed as a general waiver of any provisions of this Agreement, nor shall it affect any rights, obligations or liabilities under this Agreement which have already accrued up to the date of such modification or waiver, and the rights and obligations of the Parties under this Agreement shall remain in full force and effect, except and only to the extent that they are so modified or varied.

Doc ID: 0576fabd07d364f2cb98c7a9e3e9486c52860acc
RHOD-BK-00015665

17. ENTIRE AGREEMENT

17.1. This Agreement constitutes the entire understanding between the Parties concerning the subject matter of the Agreement and supersedes any previous agreement or understanding between the Parties in relation to the subject matter.

17.2. With effect from the date of this Agreement all Services shall be provided solely in accordance with the terms of this Agreement and all prior agreements and understandings between the Parties in relation to the same shall be deemed terminated from the date hereof. Save in respect of rights and liabilities arising prior to such date, all such prior agreements and understandings shall cease to be of effect from the date of signature of this Agreement. In no event shall the pre-printed terms and conditions found on any Customer purchase order, acknowledgement, or other form be considered an amendment or modification of this Agreement, even if such documents are signed by representatives of both Parties; such pre- printed terms and conditions shall be null and void and of no force and effect.

17.3. Each Party acknowledges and agrees that in entering into the Agreement or in amending any part of this Agreement, it has not relied on any statement, representation, warranty, understanding, undertaking, promise or assurance (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in the Agreement. Each Party irrevocably and unconditionally waives all claims, rights and remedies which but for this clause it might otherwise have had in relation to any of the foregoing.

17.4. Nothing in Clauses 17.1 to 17.3 (inclusive) shall limit or exclude any liability for fraud.

18. COUNTERPARTS

18.1. This Agreement shall be executed in two originals, each Party shall retain one original respectively This Agreement shall not be effective until each of the Parties has executed at least one counterpart.

18.2. Each counterpart shall constitute an original, but all the counterparts shall together constitute one and the same instrument.

19. THIRD PARTIES

It is agreed that this Agreement is not intended to and does not give to any other person who is not a party to this Agreement any rights to enforce directly any provisions contained in this Agreement except for any person to whom the benefit of this Agreement is assigned or transferred in accordance with Clause 9.

20. FURTHER ASSURANCE

Each Party shall, if requested by the other Party and at the other Party's cost, execute or cause to be executed all documents and do or cause to be done all further acts and things as may be necessary in order to vest in and secure to the other Party and its successors in title the full benefit of the assets, rights and benefits to be transferred or granted to the other Party under this Agreement and for the protection and enforcement of the same and otherwise to give effect to this Agreement and to the rights and obligations contained within this Agreement.

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015666

The Agreement shall come into force from the seal or signature date by both Parties. This Agreement is made out in two original copies, one copy to be held by each Party in witness thereof.

CUSTOMER:

On behalf of Rhodium JV LLC,
By: Imperium Investments Holdings LLC
Its: Manager

x Cameron Blackmon

By: Cameron Blackmon

Its: Manager

Date: 06 / 30 / 2020

WHINSTONE:

On behalf of Whinstone US, Inc.

x Chad Everett Harris

Name: Chad Everett Harris

Title: Director

Date: 07 / 09 / 2020

Doc ID: 0876[illegible]cc

EXHIBIT 1

Doc ID: 0876fade9d624f42be864744ce0955a4d7e8da
RHOD-BK-00015668

New Hosting Service Agreement No. #R-5MW-007

THIS AGREEMENT (defined below) shall be effective upon the date of receipt of the electronic signature by Whinstone US, Inc.

BY AND BETWEEN

Whinstone US, Inc., a company having its registered office located at 2721 Charles Martin Hall Road, Rockdale, Texas 76567("**Whinstone**")

AND

Rhodium JV LLC of 7546 Pebble Drive, Fort Worth, Texas 76118, (the "**Customer**").

Whinstone and the Customer are referred to individually as "**Party**" and collectively as "**Parties**".

WHEREAS

(A) Whinstone wishes to provide electrical power at its site under the terms and conditions contained in this New Hosting Service Agreement entered into by and between the Parties as of the seal or signature date of both Parties with a Ready For Use ("**RFU**") Date to be set by the Customer no sooner than thirty (30) days from the date of the RFU Notice (as hereinafter defined); and

(B) The Customer desires to utilize Whinstone's services and intends operate 5 MW of Miners and immersible equipment on Whinstone's property in Rockdale, Texas.

NOW THEREFORE, the parties hereby agree as follows:

1. DEFINITIONS

1.1. In this Agreement the following words and expressions shall have the meanings set out below. Additional terms may be defined in the context of particular provisions of this Agreement:

"**Agreement**" means these terms and conditions, any orders placed under them, and any amendments or additions or replacements to any of the aforementioned;

"**AUP**" or "**Acceptable Usage Policy**" means Whinstone Acceptable Usage Policy from time to time which, at the date of this Agreement, is set out in a Schedule to this Agreement;

"**Advanced Remote Hands Service**" means repair and maintenance services that require taking Customer Equipment off rack as detailed in Clause 2.4 below;

"**Background IP**" shall have the meaning set out in Clause 6.5 below;

"**Basic Remote Hands Service**" means repair and maintenance services performed without taking Customer Equipment off rack as detailed in Clause 2.3 below;

"**Business Day**" means a day which is not a Saturday, Sunday or a public holiday in the United States;

"**Capital Expenditure**" shall have the meaning ascribed to that term in Clause 3.14.1 below.

"**Confidential Information**" means the terms of this Agreement and all information whether in written or any other form which has been or may be disclosed in the course of the discussions leading up to the entering into or performance of this Agreement and which is identified as confidential or is clearly by its nature confidential including information relating to this Agreement or the Services, data used or generated in the provision of the Services, or any of Customer's products, operations, processes, plans or intentions, know- how, trade secrets, market opportunities, customers and business affairs;

"**Customer Equipment**" means the Customer's Miners and other Customer equipment installed in the Licensed Area;

"**Data Center**" means the Whinstone leased site located at the former Alcoa Rockdale Energy Sandow Mine facility in Rockdale, Texas;

"**Data Center Rules**" means the rules applying to the Customer's use of the Data Center;

"**Data Protection Laws**" means the laws and regulations governing the use of personal data;

"**Defaulting Party**" shall have the meaning set out in Clause 13.2 below;

"**Developed IP**" shall have the meaning set out in Clause 6.5 below;

"**Extended Term**" shall have the meaning set out in Clause 13.1 below;

"**Force Majeure**" means any event beyond the reasonable control of either or both of the parties including but without limitation to war, civil war, armed conflict or acts of terrorism or a public enemy or other catastrophes, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule or regulation or direction coming into force after the date of this Agreement, epidemics, pressure waves caused by devices traveling at supersonic speeds, nuclear accident, and acts of God and strikes, slowdowns, lockouts or other labor stoppages excluding employee(s) of Whinstone affecting third parties which in each case causes either party to be unable to comply with all or a material part of its obligations under this Agreement;

"**Hosting Service**" means service providing electrical power and ventilation to the Customer Equipment as detailed in Clause 2.2 below;

"**Initial Term**" shall have the meaning set out in Clause 13.1 below;

"**Intellectual Property**" means all intellectual property, including patents, utility models, trade and service marks, trade names, domain names, rights in designs, copyrights, moral rights, topography rights, rights in databases, trade secrets and know-how, in all cases whether or not registered or registrable and including registrations and applications for registration of any of these and rights to apply for the same, rights to receive equitable remuneration in respect of any of these and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world;

"**IP Connection Service**" means the connection to the Customer Equipment permitting communication with the Internet as specified in the Service Details;

"**Licensed Area**" means the Building C where the Customer Equipment will be placed;

Doc ID: 0576fabd07d364f2cb98c7a9e3e9486c52860cc
RHOD-BK-00015670

"**Maintenance**" means any work carried out by Whinstone in order to upgrade, improve or maintain the Service including any modification, change, addition or replacement which does not detract from, reduce or impair the overall quality or performance of the Service;

"**Miners**" means cryptocurrency mining machines, which are part of the Customer Equipment, which connect using the IP Connection Service and send computation results to the Mining Pool.

"**Mining Pool**" is the pooling of resources by Miners, who share their processing power over a network, to split the reward equally, according to the amount of work they contributed to the probability of finding a block.

"**Services**" collectively means Hosting Service, Basic Remote Hands Service, and Advanced Remote Hands Service, with the Hosting Service and Basic Remote Hands Service provided as needed to the Customer;

"**Service Details**" means service details in the format provided by Whinstone pursuant to which the Customer may request Services;

"**Party**" means Whinstone and the Customer (as the case may be) and shall include their permitted assignees and "**Parties**" shall mean both of them;

"**Pass Through Rate**" shall have the meaning set out in Clause 3.11.2 below;

"**Personal Data**" shall have the meaning as defined under the Data Protection Laws;

"**PPM Agreement**" shall have the meaning set out in Clause 3.11.2 below;

"RFU Date" means the Ready For Use Date, which is the date Whinstone will fully provide the Customer the Services;

"RFU Notice" means the written notice provided by the Customer to Whinstone setting the Ready For Use Date. This RFU Notice shall be provided to Whinstone no less than thirty (30) days prior to the Ready For Use Date set forth in the RFU Notice.

"**Representatives**" means, in relation to any party, its officers, employees and agents;

"**Scheduled Maintenance**" means Maintenance that is: (i) carried out between the hours of 12:00 am to 6:00 am; and (ii) notified to the Customer at least five (5) Business Days in advance;

"**Specified Power Draw**" shall have the meaning set out in Clause 3.13 below;

"**Whinstone Equipment**" means any equipment which is supplied by or on behalf of Whinstone to the Customer for the purpose of providing the Services and includes any equipment specified in Service Details; and

1.2. In the event of any conflict between any of the documents referred to in this Clause 1.2, they shall be given the following order of priority:

1.2.1. the terms of the relevant Service Details;

1.2.2. the terms set out in this Agreement; and

1.2.3. the terms set out in the AUP.

Doc ID: 0576fabd962f4b2be8474ee0553a4d3f0da
RHOD-BK-00015671

1.3. In the Agreement:

1.3.1. references to Clauses, paragraphs and subparagraphs are references to clauses, paragraphs, subparagraphs of or to this Agreement;

1.3.2. the headings contained in this Agreement are for convenience only and shall not influence the interpretation of this Agreement;

1.3.3. any reference to a statute, statutory provision, subordinate legislation, code or guideline ("legislation") is a reference to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation.

1.4. Whinstone and the Customer each represents and warrants to each other that it has the power to enter into, exercise its rights under and perform and comply with its obligations under this Agreement and all actions, conditions and things required to be taken, fulfilled and done by it to so enter into, exercise its rights under and perform and comply with its obligations under this Agreement and ensure that those obligations are valid, legally binding and enforceable have been taken, fulfilled and done.

2. SERVICE DESCRIPTION

2.1. Data Center Facilities

2.1.1. Whinstone will provide an installation environment for the Customer Equipment including, but not limited to, the Licensed Area in two buildings, rack systems, electricity supply (including PDU), transforming equipment, free air cooling (including evaporative cooling and single phase liquid cooling), smoke detection, IP Connection Service and physical security. Physical security includes 24-hour patrol, camera security, and a fence around the Licensed Area.

2.1.2. Whinstone shall grant the Customer, free of charge, escorted access to the property in Rockdale, TX for equipment inspections, installation, removal, additions, subtractions or physical maintenance by prior appointment.

2.1.3. With written prior consent of the Customer, Whinstone may relocate the Customer Equipment within the Data Center or to another facility operated by Whinstone provided that there are no changes to the terms of this Agreement. Any such relocation of the Customer Equipment will be carried out by Whinstone. Any costs incurred in relation to such relocation will be borne by Whinstone. The Customer shall reserve the right to inspect the new facility beforehand.

2.1.4. When the Customer visits the property in Rockdale, TX or accesses the Data Center network remotely the Customer shall at all times comply with the Data Center Rules that have been provided to the Customer in advance; provided, however, that the Customer shall only be obligated to comply with such Data Center Rules to the extent that they are reasonable. Whinstone shall provide the Customer a copy of the Data Center Rules and shall send a new copy if there are any changes made therein.

2.1.5. Whinstone represents and warrants that building or other permits, city inspection, or certification is not required with regard to providing services under this Agreement.

2.1.6. Whinstone represents and warrants that the Data Center has been certified by the Texas Comptroller of Public Accounts as, and is presently publicly registered with the Texas Comptroller as a "Qualifying Data Center" within the meaning of the Texas Tax Code Section 151.359 and the rules promulgated thereunder, and, as such, is entitled to claim an exemption from the Texas state sales tax for qualifying purchases. Whinstone

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015672

covenants and agrees that the Data Center shall remain certified by and publicly registered with the Texas Comptroller as a "Qualifying Data Center" during and throughout the Initial Term.

2.2. Overview of Hosting Service

Whinstone shall be responsible for the following:

2.2.1. License of the Licensed Area.

2.2.2. Provision of the cabling for a connection to the IP Connection Service by way of a CAT 5e Ethernet cable.

2.2.3. Escorted access by the Customer's employees to the Customer Equipment at any time from 10 am to 5 pm Monday through Friday.

2.2.4. Monitored alarm and security call out service.

2.2.5. Physical Security: The facility will be surrounded by fencing and monitored by security cameras. Whinstone shall implement access control policies to ensure non-authorized persons are not able to enter the facility. Armed personnel will be onsite at all times.

2.2.6. IT Security: Whinstone will install a firewall and implement an IT security policy to prevent unauthorized access physically or remotely, viruses and ransomware. However, the Customer shall have the right to install its own firewall and implement its own security policies in the place of or in addition to Whinstone as mutually agreed to by both parties.

2.2.7. Fire detection and alarm system.

2.2.8. Equipment parts storage and inventory management.

2.2.9. After the RFU Date, acceptance of delivery of the Customer Equipment between 10:00 am to 4:00 pm on Business Days, subject to two (2) Business Days' notice to Whinstone, to be stored prior to installation.

2.2.10. Whinstone will be solely responsible for handling any complaints from third parties with respect to the noise from the Customer Equipment and shall hold the Customer harmless from any responsibility or costs arising out of or in relation to such complaints.

2.2.11. Whinstone will install all Customer Equipment on the data center racks, provide power and internet connection within thirty days of RFU Date. Installation includes unpacking, assembly and installation, LAN cable and power connection, initial setting, and garbage disposal.

2.2.12. Whinstone will provide stable power supply to the Customer's equipment at 240V. The equipment's power consumption may be adjusted by following instructions from the manufacturer. Whinstone will comply with any request from the Customer to adjust the power consumption if the total power consumption of all Customer equipment does not exceed the Specified Power Draw, or fall below eighty percent (80%) of the Specified Power Draw, unless both Parties mutually agree to do so.

2.2.13. Whinstone will follow the Service Level Agreement in Clause 4 and make its best efforts to ensure:

i. Average air intake temperature into the Customer's Miners is not greater than 30 degrees Celsius by maintaining sufficient airflow, preventing mixing of cool and

Doc ID: 0576fabd97d3641b2b98c7a9e3a9486c52860acc
RHOD-BK-00015673

hot exhaust air from the equipment in the data center, and using evaporative cooling;

ii. Filters are used in the air intake system of the data center facility, and the air inside the data center is free of dust, insects, corrosion, precipitation and condensation.

iii. Intake and exhaust fans are free of obstruction or debris.

2.2.14. Whinstone will label all the Customer Equipment, cables, replacement parts to track inventory, replacement parts, and to make Basic Remote Hand Service the most efficient.

i. Whinstone will reference Miners with a unique identifiable identification number when giving reports to the Customer;

ii. For equipment other than Miners which may not have a unique ID number, Whinstone will properly label and store the equipment separate from other customers in the data center.

2.2.15. Whinstone will provide monthly reports to the Customer. These reports shall contain a summary of monthly power draw as measured from power consumption meters and include appropriate billing owed to Whinstone by the Customer.

2.2.16. Whinstone will provide Basic Remote Hands Service at no extra charge as outlined in Clause 2.3.1 and will offer Advanced Remote Hands Service for additional cost as outlined in Clause 2.4.1.

2.2.17. Customers may inspect the site before shipping its equipment and supplies to bring the Customer's Miners online. Upon completion of the inspection, the Customer may reduce the Specified Power Draw cited in Clause 3.12.1 if the site does not meet Customer's expectations and reduce the Advanced Remote Hands Service fee by the same proportionate amount as the reduction of Specified Power Draw.

2.3. Basic Remote Hands Service

2.3.1. Basic Remote Hands Service is available twenty-four (24) hours a day, seven (7) days a week. Where requested by the Customer, Whinstone staff shall be available to perform the following tasks only on the instructions of the Customer in respect of the Customer Equipment:

i. Remote monitoring of equipment performance and status;

ii. Remote fault diagnosis;

iii. Pushing a button;

iv. Switching a toggle;

v. Power cycling (turning on/off) the Customer Equipment;

vi. Re-setting, rebooting the Customer Equipment;

vii. Securing cabling to connections

viii. Observing, describing and/or reporting to the Customer indicator lights or display information on machines or consoles;

ix. Cable organization;

Doc ID: 0576bfab07d364f2cb98c7a9e3e9486c52860acc
RHOD-BK-00015674

x. Modifying basic cable layout, labelling and/or re-labelling of the Customer Equipment;

xi. Cable patching;

xii. Checking alarms for faults; and/or

xiii. Inserting/removing discs or equivalent storage devices into/ from the Customer Equipment.

2.4. Advance Remote Hands Service

2.4.1. The following Advanced Remote Hands Services are not included in the Basic Remote Hands Service but may be provided by Whinstone to the Customer on a best effort basis. Unless explicitly expressed in Clause 2.3.1, in cases of ambiguity between Advanced Remote Hands Services and Basic Remote Hands Services, Advanced Remote Hands Services shall come into effect if the Customer Equipment must be taken off the rack:

i. Installing applications or software to the Customer Equipment;

ii. Uploading of data to the Customer Equipment;

iii. Configuring the Customer Equipment operating system;

iv. Configuring any software or applications on the Customer Equipment;

v. Customer Equipment component fault diagnosis;

vi. Software component fault diagnosis;

vii. Rectifying problems caused by the Customer Equipment or software;

viii. Rectifying problems caused by the Customer; or

ix. Any service whatsoever requiring the opening of the outer casing of any of the Customer Equipment.

2.4.2. Communication for Advance Remote Hands Service shall be done via email or Whinstone's ticketing system. Whinstone will follow the Service Level Agreement as well as the work schedule specified in Clause 4.

2.4.3. Advanced Remote Hands Service shall be provided by Whinstone to the Customer for a fixed monthly fee as detailed in Clause 3.12, separately from Hosting Fees which includes only the Basic Remote Hands Service.

3. CHARGES AND PAYMENTS

3.1. In consideration of the provision of the Services, the Customer shall pay charges in accordance with this Clause 3.

3.2. Whinstone shall issue a monthly invoice to the Customer no later than the tenth day of the following month containing all charges and fees for providing the Services under this contract, including the Hosting Fees prepayment under 3.11.2. The Customer shall pay the undisputed amounts of such invoice no later than the last day of the month in which the Customer receives it.

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015675

3.3. If the Customer requests Whinstone to provide any services other than contemplated in this Agreement, Whinstone shall be entitled to invoice the Customer for any and all changes to such services pursuant to the agreement between the parties.

3.4. If either Party fails to pay any amount owed under this Agreement by the dates set forth herein:

3.4.1. The Party to receive payment shall be entitled but not obliged to charge the Customer interest at a rate of 5% per year on the overdue amount commencing 14 business days after the due date up to the date of actual payment.

3.4.2. Actual power consumption is measured at the end of each month, and a credit or debit is applied toward the next hosting fee prepayment invoice. If the credit or debit is not paid or applied on that invoice, the Party to receive payment shall be entitled but not obliged to charge the other Party interest 5% per year on the overdue amount commencing 14 business days after the due date of the invoice to the date of actual payment.

3.5. All charges and payments referred to in this Agreement are inclusive of sales tax (if applicable) and all similar taxes and duties payable in respect of such payments. To the extent that additional tax is properly chargeable to the Customer, the Customer shall pay at the time that the payment becomes due.

3.6. All amounts due under this Agreement shall be paid in accordance with all work performed and services provided. In the event that the Parties change the scope of the services, Whinstone and the Customer will agree on all billing changes and handle each credit or debit once there is a mutual agreed amount.

3.7. In the event of any failure by either Party to make full payment to the other Party of any and all amounts due pursuant to this Agreement, the Party owing payment shall be responsible for all costs and expenses which the other Party reasonably incurs in collecting such amounts.

3.8. The Parties may combine charges and invoices and offset any amounts owed to the other Party.

3.9. This Clause intentionally left blank.

3.10. Installation Fees

3.10.1. This Clause intentionally left blank.

3.10.2. Installation is considered complete when the Miner is seen remotely connecting to the Mining Pool and sending computation. In cases of faulty equipment, installation will be considered complete when Whinstone diagnoses the fault, sends a report to the Customer, and completes installation of alternative equipment.

3.10.3. This Clause intentionally left blank.

3.11. Hosting Fees

3.11.1. The Hosting Fees cover all services and items specified in this Agreement except for Advanced Remote Hands Service in Clause 3.12 and is calculated based on the power consumption of the Customer Equipment and shall not include Whinstone's own equipment (PUE) or the equipment of Whinstone's other customers.

3.11.2. The Hosting Fee rate is the lesser of either (i) $0.01705 USD or (ii) the "Pass Through Rate" as hereinafter defined. As used herein, the "**Pass Through Rate**" is defined as the lesser of either (i) the "Net Effective Rate" as that rate is defined and calculated in the

Doc ID: 0576bfab07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015676

Pro Forma Pricing Model attached as Attachment C to that certain Power Services Agreement entered into by and between Whinstone and Priority Power Management LLC on April 3, 2020 (the "**PPM Agreement**") or (ii) the exact price at which Whinstone is billed monthly for electricity provided to Customer per kilowatt-hour. The Hosting Fee rate shall remain unchanged for 3 (three) consecutive years under any Extended Term under Clause 13.1. Whinstone will install power consumption meters at the transformers.

3.11.3. Whinstone, to the best of its knowledge, confirms that the "Pass Through Rate" is presently $14.74 per Megawatt Hour as shown in the Pro Forma Pricing Model attached as Attachment C to the PPM Agreement, a materially accurate copy of which is attached hereto as Exhibit "1". Customer understands that this rate is variable.

3.11.4. Hosting Fee rate = $17.05 per Megawatt Hour or lower depending on the "Pass Through Rate" for 3 years, with the option to renew for the remainder of the Initial Term at the same pre-agreed upon terms seen in 3.11.2, in one year increments. Whinstone will invoice a 5,000 kW upon deployment of the Customer Equipment. Whinstone will require the payment to be made fifteen days prior to powering the Licensed Area.

3.12. Advanced Remote Hands Service Fee

3.12.1. Whinstone will invoice the Customer a fixed monthly fee of $1,667.00 (USD) for the Advanced Remote Hands Services based on a scale of 1317 Miners, or 5mW equivalent. Whinstone will invoice Advanced Remote Hands Services together with the Hosting Fees and the applicable period for services rendered shall be the same month as the Hosting Fees unless otherwise specified. Notwithstanding the prior sentence, until all Specified Power Draw is provided, and all the Miners have been installed, Whinstone will invoice the Customer for Advanced Remote Hands Services based on the average number of installed Miners during the prior month. This fixed monthly fee will be credited towards Customer's power bill in the result that there is greater than or equal to eighty percent (80%) of the Specified Power Draw at the rate specified in Clause 3.11.1

3.12.2. Whinstone will adhere to all sections of the Service Level Agreement in Clause 4 as well as those specifically detailed for the Advanced Remote Hands Service.

3.12.3. In the likely result that the Advanced Remote Hands Service Fee is not necessary for Customer because they are monitoring their own systems with on-site staff, Customer will elect, in writing, that this service is no longer needed. Upon election and acceptance from Whinstone, this fixed monthly fee will be waived indefinitely.

3.13. Specified Power Draw

3.13.1. Whinstone will provide the Customer with at least 5,000 kW (5) MW of power available for the Services by the RFU Date. As a minimum commitment, regardless of power consumption, the Customer shall pay for Hosting Fees for greater than or equal to eighty percent (80%) of the Specified Power Draw at the rate specified in Clause 3.11.1.

3.13.2. Customer and Whinstone agree, to the best of their ability, to be fair in negotiations and working to a mutually beneficial decision in the result of unforeseen circumstances.

For Purpose of Example and Reference, a cost of power calculation has been provided below based on $17.05/mWh ($0.01705/kWh), the "Hosting Fee rate"

30-day month: 5,000 kW * Hosting Fee * 24 hours * 30days = $61,380.00
31-day month: 5,000kW * Hosting Fee * 24 hours * 31days = $63,426.00

3.13.3. If Whinstone determines that the over-usage of power cannot be reasonably permitted, Whinstone reserves the right to require the Customer to remove or deactivate sufficient

Doc ID: 0576fabd07d3641[illegible]
RHOD-BK-00015677

Customer Equipment to prevent such over-usage within 24 hours of notification, which will describe in detail the reasons for the removal or deactivation. Whinstone shall consult with the Customer in good faith before determining to remove or deactivate.

3.14. The Customer will pay to Whinstone the "Capital Expenditure" (as defined in the following sentence) not to exceed $800,000. The Capital Expenditure shall be paid in full to Whinstone no later than five (5) business days after the RFU Notice is provided. The "**Capital Expenditure**" is defined as the lesser of either (i) the actual costs of construction and buildout of the infrastructure, building and power requirements of the Licensed Area or (ii) Eight Hundred Thousand U.S. Dollars ($800,000.00 USD). No later than thirty (30) days after the the RFU date, Whinstone shall provide to Customer a full accounting of the actual costs of construction and buildout of the infrastructure, building and power requirements of the Licensed Area along with accurate receipts, bookkeeping, and proof of purchase for all invoices exceeding $5,000 per line item.

3.15. This Clause intentionally left blank.

3.16. Whinstone agrees that all costs of construction and buildout of the infrastructure, building and power requirements of the Licensed Area greater than $800,000 will be at the sole cost and expense of Whinstone. Whinstone agrees that, in the result of which this $800,000 is more than necessary for the Capital Expenditure, Whinstone will refund the remaining funds to Customer.

3.17. Whinstone represents and warrants that the Capital Expenditure and Hosting Fees shall be exempt from Texas state sales tax because the expenditures for which the Capital Expenditure and Hosting Fees will be allocated are qualifying purchases for a "qualifying data center" within the meaning of Texas Tax Code Section 151.359 and the rules promulgated thereunder. In the event that, at any time during the Initial Term, any Texas state sales tax should be assessed on any portion of the Capital Expenditure or any portion of the Hosting Fees, Whinstone shall pay such Texas state sales tax solely from its own funds and shall indemnify and hold harmless the Customer from any and all liability, charges, costs, assessments, fees, fines, penalties and interest arising out of such assessment.

3.18. Whinstone agrees that the Capital Expenditure allows Customer complete use of the Licensed Area for a continuous, uninterrupted period of ten (10) years, unless otherwise mutually agreed upon by both Parties in writing at a later date.

4. OPERATIONS AND SERVICE LEVEL AGREEMENT ("SLA")

4.1. Whinstone reserves the right to vary the technical specifications of the Services where necessary for operational reasons and without detracting from, reducing or impairing the overall quality or performance of the Services, after giving reasonable written notice to the Customer (except in the case of an emergency where notice is not possible; provided, however, that in such case, Whinstone shall provide notice to the Customer then as soon as reasonably possible).

4.2. Without prejudice to Clause 4.1, Whinstone reserves the right to, after providing the Customer with reasonable advance written notice (provided, however, that in the event of an emergency, as soon as reasonably possible) at any time to make any change, addition to or replacement of any part of the Services where this is required to conform with any applicable safety, statutory or legal requirement, provided that this does not detract from, reduce or impair the overall quality or performance of the Services.

4.3. The Customer may report any claims including failures of performance of the Services by Whinstone to the Whinstone support center at any time. Whinstone shall take all actions necessary to remedy such failures as soon as possible.

Doc ID: 0576bfab07d364f2cb98c7a9e3e9486c52860acc
RHOD-BK-00015678

4.4. Interface or access to inventory, monitoring and Hashtrend software is provided to the Customer at no additional charge.

4.5. Uptime Guarantee

4.5.1. Whinstone guarantees an uptime percentage (percentage of time to maintain uninterrupted performance of the total Customer Equipment) of 96.35% and no more than 6 days of planned downtime due to loss of power, construction, or network outage.

4.5.2. Whinstone will not charge Customer for any power cost during the period of which there is interrupted performance of the total Customer Equipment.

4.5.3. Whinstone will give at least twenty-four (24) hours advance notice to the Customer via email before any datacenter downtime, or any downtime affecting more than one hundred (100) machines at one time.

4.5.4. If any unplanned event causes more than 10% of equipment to go offline, Whinstone will acknowledge the alert within 1 hour and report immediately to the Customer. Whinstone will attempt to begin remedy of the issue within 1 hour of alert acknowledgement and shall provide a full incident report within 5 business days of alert acknowledgement to the Customer.

4.6. Performance Guarantee

4.6.1. Whinstone will perform maintenance and repairs to ensure the total daily average hashrate of all machines does not fall by more than 5% below the Customer Equipment manufacturer's specified range.

4.6.2. If total hourly average hashrate of all Customer Equipment falls more than 10% compared to the previous hour, Whinstone will respond to the incident within 1 hour and provide a full incident report within 5 business days of the incident to the Customer.

4.6.3. Whinstone will make the best effort to employ a monitoring system to monitor uptime, performance and other machine metrics.

4.6.4. Whinstone shall maintain average hashrate overall for Customer Equipment within the tolerance range of the equipment manufacturer's specifications.

4.6.5. Whinstone shall acknowledge alerts from its monitoring system within 30 minutes and respond within 1 hour. If the problem cannot be corrected, the Customer Equipment affected will be place in a maintenance queue and reported to the Customer by the next business day.

4.6.6. Whinstone will reply to notices from the Customer on the same business day.

4.6.7. Whinstone shall maintain an intake temperature suitable for proper operation of the machines. If any machines do overheat, Whinstone shall turn them off as soon as possible and report the issue to the Customer.

4.7. Advanced Remote Hands Service

4.7.1. Whinstone will provide Advanced Remote Hands Service from 9 am to 9 pm, seven days a week. This service includes repairs, unracking/racking units, and replacement of parts such as hashboards, fans, controller boards.

Doc ID: 0576bfab07d364f2cb98c7a9e3e9486c52860acc
RHOD-BK-00015679

4.7.2. If the hourly hashrate performance of a single Miner drops more than 10%, Whinstone will respond within 30 minutes, and attempt to repair or replace faulty parts and components within 1 hour. If the issue cannot be resolved within 1 hour, Whinstone will place the equipment into a maintenance repair queue.

4.7.3. Whinstone shall reduce the maintenance repair queue at all times it is not responding to any incidents.

4.8. Whinstone will sell electricity in lieu of providing electricity to the Customer if the Ercot Market profitability exceeds the 250% of the contract price. The profit will be distributed 100% to the Customer.

5. WHITELABELING OF SERVICES

The Customer may white label the Services and arrangements under this Agreement on a back-to-back basis to specifically named third parties upon thirty-day notification to Whinstone, and Whinstone shall accept such execution of this right provided there are no changes to the terms of this Agreement. Any requested changes to warranties, representations, obligations, or service levels to be provided by Whinstone shall be negotiated in good faith by the Parties. Unless prior arrangement is made, the Customer shall be responsible for billing and collection associated with any white label offering.

6. OWNERSHIP AND INTELLECTUAL PROPERTY

6.1. The Parties acknowledge and agree that the Customer Equipment is the sole property of the Customer. In no event shall Whinstone claim ownership of any of the equipment.

6.2. The Parties acknowledge and agree that any outcomes or productivities, including but not limited to, block chains, hash and digital currencies, generated from the operation of the equipment are the sole property of the Customer. In no event shall Whinstone claim the ownership of any of such outcomes or productivities.

6.3. Whinstone shall not sell or create any mortgage, lien, or any kind of encumbrance on the Customer Equipment, the Intellectual Property, or any outcomes or productivities owned by the Customer.

6.4. The Customer will have a non-transferable license to use any IP address allocated by Whinstone to the Customer for the duration of this Agreement. If this Agreement is terminated for any reason, the Customer's license to use the IP address shall automatically terminate.

6.5. Customer owns any Developed IP. "**Developed IP**" means any intellectual property other than Background IP created or discovered by the Parties in connection with this Agreement, including without limitation any reports Whinstone provides to Customer. "**Background IP**" means all intellectual property owned or licensed by a Party before starting services under this Agreement or independent of services under this Agreement. The Developed IP is a work made for hire for the Customer to the extent permitted by applicable law, and Customer retains all intellectual property rights in the Developed IP. To the extent that Whinstone or its personnel own any rights in the Developed IP, Whinstone assigns, or will procure the assignment of, all rights, title, and interest in the Developed IP to Customer. If applicable law prevents future assignments, Whinstone will assign, or will procure the assignment of, such rights as these are created. If applicable law prevents Whinstone from transferring ownership of any

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015680

Developed IP to Customer, Whinstone grants Customer a perpetual, irrevocable, exclusive, royalty-free, fully-paid, transferable, worldwide license, with the right to sublicense, to: (1) reproduce, prepare derivative works of, distribute, publicly perform, publicly display, and otherwise use such Developed IP; and (2) make, use, sell, offer for sale, import, export any component of, and otherwise dispose of such Developed IP. This agreement does not transfer any rights associated with Background IP, which will remain vested with their owners.

6.6 Whinstone will defend Customer and its affiliates, and indemnify them against liabilities in any third-party legal proceeding to the extent arising from an unaffiliated third party's allegation that Customer or its affiliate's use of the Services or any deliverable under this Agreement from Whinstone infringes or misappropriates the third party's Intellectual Property Rights.

7. CONFIDENTIALITY

7.1. The parties agree that Confidential Information:

7.1.1. shall be used solely for the purpose for which it was furnished in connection with performance of this Agreement;

7.1.2. shall be maintained in strict confidence and shall not be disclosed to third parties, provided, however, that Whinstone and the Customer may disclose Confidential Information to their respective affiliates and sub-contractors and their respective employees who need to have access to such Confidential Information for the purposes of providing the Services on the condition that Whinstone and the Customer shall procure compliance by such sub-contractors or affiliates and their respective employees with the terms of this Clause 7; provided, however, that Whinstone and the Customer shall be responsible for any breach of the obligations set forth in this Clause 7 by such sub-contractors or affiliates and their respective employees; and

7.1.3. upon termination of this Agreement shall be returned to the disclosing Party, together with all copies, or (at the disclosing Party's option) destroyed.

7.2. Any disclosure of Confidential Information permitted under Clause 7.1.2 shall be in confidence, and only be to the extent that any persons to whom the information is disclosed need to know the same for the performance of their duties and the receiving Party shall be obliged to procure that all such persons are aware of the obligation of confidentiality and undertake to comply with it.

7.3. The obligations of confidentiality and restricted use set out in Clauses 7.1 and 7.2 are not applicable to Confidential Information that:

7.3.1. was previously or becomes known to the receiving Party, free from any obligation to keep the same confidential (provided that Confidential Information disclosed in contemplation of the provision of the Services shall still remain subject to such obligations);

7.3.2. is or becomes generally available to the public, other than as a direct or indirect result of unauthorized disclosure by the receiving Party, its affiliates or a person engaged by the receiving Party or its affiliates contrary to their respective obligations of confidentiality;

7.3.3. is shown to have been independently developed by the receiving Party, its officers, employees, agents or contractors;

7.3.4. the Parties agree in writing that it need not be kept confidential; or

Doc ID: 0576fab07d364f2cb98c7a9e3e9486c52860acc
RHOD-BK-00015681

7.3.5. is required to be disclosed by law or by regulation or by the order of any governmental authority or court provided that, to the extent permitted by law, prior to any disclosure, the receiving Party notifies the disclosing Party of the information to be disclosed and the circumstances in which the disclosure is alleged to be required as early as reasonably possible before such disclosure must be made and, at the disclosing Party's request and cost, assists the disclosing Party in avoiding or limiting any such disclosure.

7.4. Without prejudice to any other rights and remedies that the disclosing Party may have, the receiving Party agrees that if Confidential Information is used or disclosed or threatened to be used or disclosed other than in accordance with the terms of this Agreement, the disclosing Party shall, without proof of special damage, be entitled to seek an injunction, specific performance or other equitable relief for any actual or threatened breach of this Clause 7.

7.5. Notwithstanding Clause 7.1, Whinstone will request in writing to the Customer and request the Customer to participate in its advertising and/or promotional literature and other materials. The Customer has the right to opt out of any and all advertising request.

7.6. In order for Whinstone to provide the Services, the Customer will need to supply certain information or data. Where such information or data constitutes Personal Data, Whinstone will comply with the Data Protection Laws. The Parties shall duly observe and comply with all their obligations under the Data Protection Laws in relation to any Personal Data processed in connection with this Agreement and shall render such assistance and cooperation as is reasonably necessary or reasonably requested by the other Party in respect thereto.

7.7. It shall be the Customer’s responsibility to keep any Personal Data provided to Whinstone up to date and the Customer warrants and undertakes to Whinstone that all of its Personal Data and contact details are accurate and complete.

7.8. Whinstone may pass the Customer’s Personal Data to Whinstone affiliates and to any third-party suppliers Whinstone may use to provide services that involve processing data on Whinstone’s behalf for the purpose of providing the Services and as contemplated by the terms of this Agreement; provided, however, that Whinstone shall be responsible for any breach of the obligations set forth in this Clause 7 by such affiliates and third party suppliers.

8. LIABILITY, REPRESENTATIONS, WARRANTIES, AND INDEMNIFICATIONS

8.1. Both Parties represent and warrant that they have the right and capacity to enter into this Agreement and fully perform their respective obligations hereunder;

8.2. Whinstone shall perform the Services as described herein and shall provide the Services in a professional manner consistent with industry standards.

8.3. Whinstone hereby agrees to indemnify and hold harmless the Customer and any of its managers, owners, successors, licensees and assignees, from any and all losses, costs, liabilities, damages and expenses, including but not limited to, reasonable attorney fees resulting from any breach of any obligations, representation, warranty and/or covenant under this Agreement. Notwithstanding any provisions herein, Whinstone agrees to indemnify the Customer for any losses directly or indirectly caused by negligence or intentional or willful misconduct of Whinstone in its performance of obligations under this Agreement, including but not limited to, faulty operations, bad design, or misuse of the facilities in the datacenter.

Doc ID: 0576bfab07d364f2b98c7a9e3e9486c652860acc
RHOD-BK-00015682

8.4. If electrical supply is suspended for five (5) or more consecutive days, or more than seven (7) days in any twelve (12) month period due to any cause other than due to Force Majeure event, the Customer is entitled to suspend or terminate this Agreement by giving a written notice to Whinstone. Written notice will be signed and emailed to Whinstone, and a physical copy will be sent to Whinstone's registered address. The timestamp of the email will be considered the date of the receipt of such notice. If the Customer terminates this Agreement for the aforementioned reason, Whinstone shall pay for the costs to decommission, clean, package onto pallets and for the shipping cost to transport all Customer's Customer Equipment to a new location.

8.5. Neither Party excludes or limits its liability to the other Party for:

8.5.1. death or personal injury caused by its negligence;

8.5.2. fraud or fraudulent misrepresentation.

8.6. Subject to Clauses 6, 8.5, 8.7, and claims for outstanding payment, the aggregate liability of each Party to the other in contract, tort (including negligence), for breach of a statutory duty or otherwise arising under or in connection with this Agreement or its subject matter shall be limited to a sum equal to the greater of: (i) the aggregate charges payable by the Customer to Whinstone in the twelve-month period immediately prior to the date on which the cause of action first arose or, if the Agreement had been in force for less than twelve months at that date, the annualized amount of the charges payable by that date; and (ii) USD $250,000.

8.7. Subject to Clause 8.5 but notwithstanding anything else in this Agreement, the aggregate liability of:

8.7.1. the Customer to Whinstone for damage to property, in contract, (including negligence) or otherwise arising under or in connection with this Agreement shall be limited to a sum equal to the aggregate charges payable by the Customer to Whinstone in the twelve-month period immediately prior to the date on which the cause of action first arose or, if the Agreement has been in force for less than twelve months on such date, the annualized amount of the charges payable by that date; and

8.7.2. Whinstone to the Customer for damage to property, in contract, tort (including negligence) or otherwise arising under or in connection with this Agreement shall be limited to a sum equal to the aggregate charges payable by the Customer to Whinstone in the twelve-month period immediately prior to the date on which the cause of action first arose or, if the Agreement has been in force for less than twelve months on such date, the annualized amount of the charges payable by that date.

8.8. In no event will Whinstone have any liability for non-provision or delay in the provision of the Services which:

8.8.1. can be reasonably attributed to the acts or omissions of the Customer, its affiliates, employees, workers, sub-contractors, agents or customers including but not limited to failure to provide complete, accurate information in a timely manner for Whinstone;

8.8.2. arises from or as a consequence of use of the Services other than in accordance with the express terms of this Agreement; and/or

Doc ID: 0576bfab07d364f2b98c7a9e3e9486c652860cc
RHOD-BK-00015683

8.8.3. occurs during any period of suspension in accordance with Clause 12, provided, however, that this Clause 8.8 shall not apply in the case of willful misconduct or negligence by Whinstone, its affiliates, employees, workers, sub-contractors or agents.

8.9. The Customer acknowledges that Whinstone would not enter into this Agreement at the prices herein without the foregoing limitations of liability. Each Party acknowledges that the allocation of risk in this Agreement (including the exclusions and limitations set out in this Clause 8) has been freely negotiated at arm's length and is regarded by it as reasonable. The Customer acknowledges that it has had an opportunity to consider adequate insurance cover and to obtain professional advice in relation to this Clause 8.

8.10. Whinstone shall not be liable for any claim arising under this Agreement unless the Customer gives Whinstone written notice of the claim within twelve months of becoming aware of the circumstances giving rise to the claim.

8.11. Whinstone shall maintain minimum general business liability insurance in the amount of ten million US Dollars per occurrence or replacement value of the Customer's Customer Equipment, whichever is lower. This coverage will not include business income interruption coverage. The Customer is responsible for insuring their equipment and business income interruption insurance.

8.12. Whinstone represents to the Customer that it has secured rights to at least 100 acres of leased land for two years for the Data Center and secured for commercial access up to one (1) gigawatt of aggregated electricity that can be delivered to the Data Center, of which a portion of that may be incrementally offered to the Customer under an Extended Term.

9. ASSIGNMENT

9.1. This Agreement and all rights and obligations hereunder, in whole or in part, may be assigned or transferred by the Customer without the prior written consent of Whinstone. The Customer shall provide prompt written notice to Whinstone of any such assignment or transfer. Following such assignment or transfer, but provided that the Customer has provided written notice thereof to Whinstone, (i) the assignee or transferee shall assume and be liable to Whinstone for the full and faithful performance of all of the Customer's obligations under this Agreement and be considered the "Customer" for all purposes under this Agreement and (ii) Rhodium JV LLC shall have no further liability to Whinstone..

9.2. Whinstone may, upon receipt of the Customer's prior written consent, assign, sub-license or deal in any other manner with this Agreement or any rights under the Agreement, or sub-contract any or all of any or all of obligations under this Agreement to one or more of its affiliates or to any third party upon a sale of all or substantially all of its assets and will provide notice to the Customer of any such assignment, provided, however, that the Customer is provided with the Services under the same terms and conditions as those of this Agreement until the expiration of the Initial Term or the relevant Extended Term, as the case may be, of this Agreement.

10. FORCE MAJEURE

10.1. Neither Party shall in any circumstances be liable to the other for any loss of any kind whatsoever including any damages whether directly or indirectly caused or incurred by the

Doc ID: 0576bfab07d364f2b98c7a9e3a9486c52860acc
RHOD-BK-00015684

other Party by reason of any failure or delay in the performance of its obligations hereunder which is due to Force Majeure.

10.2. If either of the Parties becomes aware of circumstances of Force Majeure which give rise to or which are likely to prevent the performance of any obligations on its part, it shall as soon as reasonably possible and in any event within five (5) Business Days after commencement of the Force Majeure serve notice in writing on the other Party specifying the nature and extent of the circumstances giving rise to Force Majeure.

10.3. If either Party is prevented from performance of substantially all of its obligations by Force Majeure for more than two (2) months in total, the other Party may terminate this Agreement by giving notice in writing to the other Party at any time, in which case neither Party shall have any liability to the other except that rights and liabilities which accrued prior to such termination shall continue to subsist.

11. NOTICES

11.1. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt, or (a) personal delivery to the Party to be notified, (b) when sent, if sent by electronic mail or facsimile during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the respective Parties at their address as set forth below, or to such e-mail address, as subsequently modified by written notice given in accordance with this Clause 11 herein:

11.2. The addresses of the parties for the purposes of Clause 11.1 are:

11.2.1. Whinstone US, Inc.

2721 Charles Martin Hall Road
Rockdale, Texas 76567
Marked for the attention of: Lyle Theriot
Email: Lyle.Theriot@whinstone.us
Attention: Lyle Theriot

11.2.2. Rhodium JV LLC.

7546 Pebble Drive
Fort Worth, Texas 76118
Marked for the attention of: Cameron Blackmon
Email: cameronblackmon@imperiumpartners.io
Attention: Cameron Blackmon

11.3. In proving service, it shall be sufficient to prove that the envelope containing such notice was addressed to the address of the relevant party set out in Clause 11.2 (or as otherwise notified by that party under this Clause) and delivered to that address.

12. SUSPENSION OF SERVICE

12.1. Whinstone reserves the right to suspend the Services for the following reasons:

12.1.1. to carry out Maintenance with the prior written consent of the Customer;

Doc ID: 0876fa8e96c274b2be8c744ce8858a4d38bda

12.1.2. to make any modification, change, addition to, or replacement of, the Whinstone Equipment or any part of the IP Connection Service or the Services where this is required to conform with any applicable safety, statutory or legal requirements, provided that such modification, change, addition or replacement does not detract from, reduce or impair the overall quality or performance of the Services with prior written consent of the Customer;

12.1.3. where the Customer fails to pay any undisputed Charges in accordance with Clause 3;

12.1.4. where Whinstone is obliged to comply with an order, instruction or request of Government, court, law enforcement agency or other competent administrative or regulatory authority, in which case Whinstone shall provide notice to the Customer as soon as possible, and cooperate with the Customer to mitigate losses or take other appropriate actions;

12.1.5. in an emergency; or

12.1.6. where Whinstone has reason to terminate this Agreement in accordance with its terms.

12.2. Where suspension of the Services is necessary in accordance with the provisions of Clause 12.1.2, Whinstone will carry out such work as Scheduled Maintenance but in circumstances where this is not possible, Whinstone shall use all reasonable endeavors to perform such work between the hours of midnight and 6am and shall restore the Services as soon as reasonably practical in the circumstances.

12.3. If Whinstone exercises its right of suspension under this Clause, this will not exclude its right to terminate this Agreement later in respect of that or any other event, nor will it prevent Whinstone claiming damages from the Customer in respect of any breach.

13. TERMINATION

13.1. This Agreement shall commence on the Effective Date and shall continue for a period of One hundred twenty (120) months from the RFU Date ("**Initial Term**") unless and until terminated in accordance with this Clause 13.

This Agreement shall be automatically extended for a period of 12 months ("**Extended Term**") at the end of the Initial Term and at the end of each Extended Term. The Customer can terminate the contract at the end of the twelfth month of the Initial Term or any Extended Term with no penalty by notifying Whinstone in writing sixty (60) days prior to the end of the contract. Unless notified in writing of termination by the Customer as mentioned above, the Customer contract will renew automatically for an additional twelve (12) months under the same conditions.

13.2. Customer Elected Termination. Whinstone understands and agrees that the Customer shall have the right to elect not to provide a RFU Notice in relation to this Agreement. If no RFU Notice is provided to Whinstone prior to June 1, 2028, this Agreement shall be considered terminated with immediate effect and any rights or obligations of either Party under this Agreement shall be null and void.

13.3. Termination for Cause. Either party (the "**Non-Defaulting Party**") may terminate this Agreement (without prejudice to its other rights and remedies) with immediate effect by written notice to the other party (the "**Defaulting Party**") if:

13.3.1. the Defaulting Party commits a material breach of any of its material obligations under this Agreement (including failing to pay any sums payable under this Agreement by the due date) and if the breach is capable of remedy, fails to remedy it during the period of 30

Doc ID: 0576fabd07d364f2cb98c7a9e3e9486c52860acc
0576fabd07d364f2cb98c7a9e3e9486c52860acc
RHOD-BK-00015686

days starting on the date of receipt of notice from the Non- Defaulting Party specifying the breach and requiring it to be remedied; or

13.3.2. the Defaulting Party becomes insolvent including being unable to pay its debts as they fall due and/or that the value of its assets is less than the amount of its liabilities, taking into account its contingent and prospective liabilities, proposes an individual, company or partnership voluntary arrangement, has a receiver, administrator or manager appointed over the whole or any part of its business or assets; if any petition shall be presented, order shall be made or resolution passed for its winding up (except for the purpose of a bona fide amalgamation or reconstruction), bankruptcy or dissolution (including the appointment of provisional liquidators/interim receivers or special managers); if it shall otherwise propose or enter into any composition or arrangement with its creditors or any class of them; if it ceases or threatens to cease to carry on business or if it claims the benefit of any statutory moratorium; or

13.3.3. the Defaulting Party suffers, or there occurs in relation to that party, any event which is analogous to any of the events referred to in Clause 13.2.2 in any part of the world.

13.3.4. In the case that the Customer terminates this Agreement due to Whinstone's failure to cure a default, or the matters specified in Clause 13.3 or 13.4, Whinstone will pay for the costs to decommission, clean, package onto pallets and ship the Customer equipment to a new location. Whinstone will also pay Customer's lost revenue from mining resulting from such termination converted to US dollars, which shall be calculated based on the average market price of the mined digital asset and mining difficulty levels for a period of four calendar weeks from the date of the termination.

13.4. It is in the best interest of both Parties to pursue all reasonable efforts to remedy any issues with the Services or Service Level Agreement without termination or penalties. In cases of negligence or failure to maintain the Service Level Agreement for more than two (2) consecutive months, the Customer shall be entitled to the right to terminate the Agreement.

13.5. If Whinstone fails to install all of the Customer Equipment within 60 days of the RFU Date, the Customer shall be entitled to terminate or suspend the Agreement, and Whinstone shall refund the customer the 90% of the installation charges.

13.6. Either Party may terminate this Agreement with immediate effect by written notice and without further obligation or liability to the Customer if required by any law enforcement or other government or regulatory organization or authority or by the courts.

13.7. All rights and obligations of the Parties shall cease to have effect immediately upon termination of this Agreement, except that termination shall not affect:

13.7.1. accrued rights and obligations of the Parties at the date of termination; and

13.7.2. the continued survival and validity of the rights and obligations of the Parties under Clauses 7, 8, this Clause 13.4 and Clauses 15, 17 and 19 and any other provisions of this Agreement necessary for the interpretation or enforcement of this Agreement.

13.8. For the avoidance of doubt, save where otherwise agreed in writing between the Parties, termination of any Services at a site does not constitute termination of this Agreement, and, where this Agreement has been terminated in accordance with its terms, all Services will automatically terminate upon such termination.

13.9. Upon termination of this Agreement, the Customer shall at its own cost and expense return to Whinstone all IP addresses provided to it by Whinstone.

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015687

14. ANTI-BRIBERY AND CORRUPTION

Each Party warrants and represents that it has not and will not carry out any act that could be an offense under anti-bribery laws.

15. APPLICABLE LAW

This Agreement shall be governed by Texas Law and the parties hereby submit to the exclusive jurisdiction of the Texas courts.

16. GENERAL

16.1. No failure or delay of either Party in exercising its rights hereunder (including the right to require performance of any provision of this Agreement) shall be deemed to be a waiver or release of such rights. Any waiver or release must be specifically granted in writing signed by the Party waiving its rights and shall:

16.1.1. be confined to the specific circumstances in which it is given;

16.1.2. not affect any other enforcement of the same or any other right; and

16.1.3. unless it is expressed to be irrevocable, be revocable at any time in writing.

Any single or partial exercise of any right, power or remedy provided by law or under this Agreement shall not preclude any other or further exercise of it or the exercise of any other right, power or remedy.

16.2. If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:

16.2.1. the legality, validity, or enforceability in that jurisdiction of any other provision of this Agreement; or

16.2.2. the legality, validity, or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

16.3. All work performed by Whinstone under this Agreement shall be performed as an independent contractor and not as an agent of the Customer and neither Party shall be, nor represent itself to be, the employee, agent, representative, partner or joint venture of the other. Neither Party shall have the right or authority to assume or create an obligation on behalf of or in the name of the other or to otherwise act on behalf of the other. The performing Party shall be responsible for its employees' compliance with all applicable laws, rules, and regulations while performing work under this Agreement.

16.4. No modification, amendment or other change may be made to this Agreement or any part thereof unless reduced to writing and executed by authorized representatives of Whinstone and the Customer. Unless expressly so agreed, no modification or variation of this Agreement shall constitute or be construed as a general waiver of any provisions of this Agreement, nor shall it affect any rights, obligations or liabilities under this Agreement which have already accrued up to the date of such modification or waiver, and the rights and obligations of the Parties under this Agreement shall remain in full force and effect, except and only to the extent that they are so modified or varied.

Doc ID: 0576fabb07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015688

17. ENTIRE AGREEMENT

17.1. This Agreement constitutes the entire understanding between the Parties concerning the subject matter of the Agreement and supersedes any previous agreement or understanding between the Parties in relation to the subject matter.

17.2. With effect from the date of this Agreement all Services shall be provided solely in accordance with the terms of this Agreement and all prior agreements and understandings between the Parties in relation to the same shall be deemed terminated from the date hereof. Save in respect of rights and liabilities arising prior to such date, all such prior agreements and understandings shall cease to be of effect from the date of signature of this Agreement. In no event shall the pre-printed terms and conditions found on any Customer purchase order, acknowledgement, or other form be considered an amendment or modification of this Agreement, even if such documents are signed by representatives of both Parties; such pre- printed terms and conditions shall be null and void and of no force and effect.

17.3. Each Party acknowledges and agrees that in entering into the Agreement or in amending any part of this Agreement, it has not relied on any statement, representation, warranty, understanding, undertaking, promise or assurance (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in the Agreement. Each Party irrevocably and unconditionally waives all claims, rights and remedies which but for this clause it might otherwise have had in relation to any of the foregoing.

17.4. Nothing in Clauses 17.1 to 17.3 (inclusive) shall limit or exclude any liability for fraud.

18. COUNTERPARTS

18.1. This Agreement shall be executed in two originals, each Party shall retain one original respectively This Agreement shall not be effective until each of the Parties has executed at least one counterpart.

18.2. Each counterpart shall constitute an original, but all the counterparts shall together constitute one and the same instrument.

19. THIRD PARTIES

It is agreed that this Agreement is not intended to and does not give to any other person who is not a party to this Agreement any rights to enforce directly any provisions contained in this Agreement except for any person to whom the benefit of this Agreement is assigned or transferred in accordance with Clause 9.

20. FURTHER ASSURANCE

Each Party shall, if requested by the other Party and at the other Party's cost, execute or cause to be executed all documents and do or cause to be done all further acts and things as may be necessary in order to vest in and secure to the other Party and its successors in title the full benefit of the assets, rights and benefits to be transferred or granted to the other Party under this Agreement and for the protection and enforcement of the same and otherwise to give effect to this Agreement and to the rights and obligations contained within this Agreement.

Doc ID: 0576bfab07d364f2b98c7a9e3e9486c652860cc
RHOD-BK-00015689

The Agreement shall come into force from the seal or signature date by both Parties. This Agreement is made out in two original copies, one copy to be held by each Party in witness thereof.

CUSTOMER:

On behalf of Rhodium JV LLC,
By: Imperium Investments Holdings LLC
Its: Manager

x Cameron Blackmon

By: Cameron Blackmon

Its: Manager

Date: 06 / 30 / 2020

WHINSTONE:

On behalf of Whinstone US, Inc.

x Chad Everett Harris

Name: Chad Everett Harris

Title: Director

Date: 07 / 09 / 2020

Doc ID: 0876[illegible]cc

EXHIBIT 1

Doc ID: 0876fade9d624f42be864744ce0955a4d7e0da

New Hosting Service Agreement No. #R-5MW-009

THIS AGREEMENT (defined below) shall be effective upon the date of receipt of the electronic signature by Whinstone US, Inc.

BY AND BETWEEN

Whinstone US, Inc., a company having its registered office located at 2721 Charles Martin Hall Road, Rockdale, Texas 76567("**Whinstone**")

AND

Rhodium JV LLC of 7546 Pebble Drive, Fort Worth, Texas 76118, (the "**Customer**").

Whinstone and the Customer are referred to individually as "**Party**" and collectively as "**Parties**".

WHEREAS

(A) Whinstone wishes to provide electrical power at its site under the terms and conditions contained in this New Hosting Service Agreement entered into by and between the Parties as of the seal or signature date of both Parties with a Ready For Use ("**RFU**") Date to be set by the Customer no sooner than thirty (30) days from the date of the RFU Notice (as hereinafter defined); and

(B) The Customer desires to utilize Whinstone's services and intends operate 5 MW of Miners and immersible equipment on Whinstone's property in Rockdale, Texas.

NOW THEREFORE, the parties hereby agree as follows:

1. DEFINITIONS

1.1. In this Agreement the following words and expressions shall have the meanings set out below. Additional terms may be defined in the context of particular provisions of this Agreement:

"**Agreement**" means these terms and conditions, any orders placed under them, and any amendments or additions or replacements to any of the aforementioned;

"**AUP**" or "**Acceptable Usage Policy**" means Whinstone Acceptable Usage Policy from time to time which, at the date of this Agreement, is set out in a Schedule to this Agreement;

"**Advanced Remote Hands Service**" means repair and maintenance services that require taking Customer Equipment off rack as detailed in Clause 2.4 below;

"**Background IP**" shall have the meaning set out in Clause 6.5 below;

"**Basic Remote Hands Service**" means repair and maintenance services performed without taking Customer Equipment off rack as detailed in Clause 2.3 below;

"**Business Day**" means a day which is not a Saturday, Sunday or a public holiday in the United States;

"**Capital Expenditure**" shall have the meaning ascribed to that term in Clause 3.14.1 below.

"**Confidential Information**" means the terms of this Agreement and all information whether in written or any other form which has been or may be disclosed in the course of the discussions leading up to the entering into or performance of this Agreement and which is identified as confidential or is clearly by its nature confidential including information relating to this Agreement or the Services, data used or generated in the provision of the Services, or any of Customer's products, operations, processes, plans or intentions, know- how, trade secrets, market opportunities, customers and business affairs;

"**Customer Equipment**" means the Customer's Miners and other Customer equipment installed in the Licensed Area;

"**Data Center**" means the Whinstone leased site located at the former Alcoa Rockdale Energy Sandow Mine facility in Rockdale, Texas;

"**Data Center Rules**" means the rules applying to the Customer's use of the Data Center;

"**Data Protection Laws**" means the laws and regulations governing the use of personal data;

"**Defaulting Party**" shall have the meaning set out in Clause 13.2 below;

"**Developed IP**" shall have the meaning set out in Clause 6.5 below;

"**Extended Term**" shall have the meaning set out in Clause 13.1 below;

"**Force Majeure**" means any event beyond the reasonable control of either or both of the parties including but without limitation to war, civil war, armed conflict or acts of terrorism or a public enemy or other catastrophes, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule or regulation or direction coming into force after the date of this Agreement, epidemics, pressure waves caused by devices traveling at supersonic speeds, nuclear accident, and acts of God and strikes, slowdowns, lockouts or other labor stoppages excluding employee(s) of Whinstone affecting third parties which in each case causes either party to be unable to comply with all or a material part of its obligations under this Agreement;

"**Hosting Service**" means service providing electrical power and ventilation to the Customer Equipment as detailed in Clause 2.2 below;

"**Initial Term**" shall have the meaning set out in Clause 13.1 below;

"**Intellectual Property**" means all intellectual property, including patents, utility models, trade and service marks, trade names, domain names, rights in designs, copyrights, moral rights, topography rights, rights in databases, trade secrets and know-how, in all cases whether or not registered or registrable and including registrations and applications for registration of any of these and rights to apply for the same, rights to receive equitable remuneration in respect of any of these and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world;

"**IP Connection Service**" means the connection to the Customer Equipment permitting communication with the Internet as specified in the Service Details;

"**Licensed Area**" means the Building C where the Customer Equipment will be placed;

Doc ID: 0576fabd07d364f2cb98c7a9e3e9486c52860cc
RHOD-BK-00015693

"**Maintenance**" means any work carried out by Whinstone in order to upgrade, improve or maintain the Service including any modification, change, addition or replacement which does not detract from, reduce or impair the overall quality or performance of the Service;

"**Miners**" means cryptocurrency mining machines, which are part of the Customer Equipment, which connect using the IP Connection Service and send computation results to the Mining Pool.

"**Mining Pool**" is the pooling of resources by Miners, who share their processing power over a network, to split the reward equally, according to the amount of work they contributed to the probability of finding a block.

"**Services**" collectively means Hosting Service, Basic Remote Hands Service, and Advanced Remote Hands Service, with the Hosting Service and Basic Remote Hands Service provided as needed to the Customer;

"**Service Details**" means service details in the format provided by Whinstone pursuant to which the Customer may request Services;

"**Party**" means Whinstone and the Customer (as the case may be) and shall include their permitted assignees and "**Parties**" shall mean both of them;

"**Pass Through Rate**" shall have the meaning set out in Clause 3.11.2 below;

"**Personal Data**" shall have the meaning as defined under the Data Protection Laws;

"**PPM Agreement**" shall have the meaning set out in Clause 3.11.2 below;

"RFU Date" means the Ready For Use Date, which is the date Whinstone will fully provide the Customer the Services;

"RFU Notice" means the written notice provided by the Customer to Whinstone setting the Ready For Use Date. This RFU Notice shall be provided to Whinstone no less than thirty (30) days prior to the Ready For Use Date set forth in the RFU Notice.

"**Representatives**" means, in relation to any party, its officers, employees and agents;

"**Scheduled Maintenance**" means Maintenance that is: (i) carried out between the hours of 12:00 am to 6:00 am; and (ii) notified to the Customer at least five (5) Business Days in advance;

"**Specified Power Draw**" shall have the meaning set out in Clause 3.13 below;

"**Whinstone Equipment**" means any equipment which is supplied by or on behalf of Whinstone to the Customer for the purpose of providing the Services and includes any equipment specified in Service Details; and

1.2. In the event of any conflict between any of the documents referred to in this Clause 1.2, they shall be given the following order of priority:

1.2.1. the terms of the relevant Service Details;

1.2.2. the terms set out in this Agreement; and

1.2.3. the terms set out in the AUP.

Doc ID: 0576fabd962f4b2be8474ce8553a4d3a0da
RHOD-BK-00015694

1.3. In the Agreement:

1.3.1. references to Clauses, paragraphs and subparagraphs are references to clauses, paragraphs, subparagraphs of or to this Agreement;

1.3.2. the headings contained in this Agreement are for convenience only and shall not influence the interpretation of this Agreement;

1.3.3. any reference to a statute, statutory provision, subordinate legislation, code or guideline ("legislation") is a reference to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation.

1.4. Whinstone and the Customer each represents and warrants to each other that it has the power to enter into, exercise its rights under and perform and comply with its obligations under this Agreement and all actions, conditions and things required to be taken, fulfilled and done by it to so enter into, exercise its rights under and perform and comply with its obligations under this Agreement and ensure that those obligations are valid, legally binding and enforceable have been taken, fulfilled and done.

2. SERVICE DESCRIPTION

2.1. Data Center Facilities

2.1.1. Whinstone will provide an installation environment for the Customer Equipment including, but not limited to, the Licensed Area in two buildings, rack systems, electricity supply (including PDU), transforming equipment, free air cooling (including evaporative cooling and single phase liquid cooling), smoke detection, IP Connection Service and physical security. Physical security includes 24-hour patrol, camera security, and a fence around the Licensed Area.

2.1.2. Whinstone shall grant the Customer, free of charge, escorted access to the property in Rockdale, TX for equipment inspections, installation, removal, additions, subtractions or physical maintenance by prior appointment.

2.1.3. With written prior consent of the Customer, Whinstone may relocate the Customer Equipment within the Data Center or to another facility operated by Whinstone provided that there are no changes to the terms of this Agreement. Any such relocation of the Customer Equipment will be carried out by Whinstone. Any costs incurred in relation to such relocation will be borne by Whinstone. The Customer shall reserve the right to inspect the new facility beforehand.

2.1.4. When the Customer visits the property in Rockdale, TX or accesses the Data Center network remotely the Customer shall at all times comply with the Data Center Rules that have been provided to the Customer in advance; provided, however, that the Customer shall only be obligated to comply with such Data Center Rules to the extent that they are reasonable. Whinstone shall provide the Customer a copy of the Data Center Rules and shall send a new copy if there are any changes made therein.

2.1.5. Whinstone represents and warrants that building or other permits, city inspection, or certification is not required with regard to providing services under this Agreement.

2.1.6. Whinstone represents and warrants that the Data Center has been certified by the Texas Comptroller of Public Accounts as, and is presently publicly registered with the Texas Comptroller as a "Qualifying Data Center" within the meaning of the Texas Tax Code Section 151.359 and the rules promulgated thereunder, and, as such, is entitled to claim an exemption from the Texas state sales tax for qualifying purchases. Whinstone

Doc ID: 0576fab07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015695

covenants and agrees that the Data Center shall remain certified by and publicly registered with the Texas Comptroller as a "Qualifying Data Center" during and throughout the Initial Term.

2.2. Overview of Hosting Service

Whinstone shall be responsible for the following:

2.2.1. License of the Licensed Area.

2.2.2. Provision of the cabling for a connection to the IP Connection Service by way of a CAT 5e Ethernet cable.

2.2.3. Escorted access by the Customer's employees to the Customer Equipment at any time from 10 am to 5 pm Monday through Friday.

2.2.4. Monitored alarm and security call out service.

2.2.5. Physical Security: The facility will be surrounded by fencing and monitored by security cameras. Whinstone shall implement access control policies to ensure non-authorized persons are not able to enter the facility. Armed personnel will be onsite at all times.

2.2.6. IT Security: Whinstone will install a firewall and implement an IT security policy to prevent unauthorized access physically or remotely, viruses and ransomware. However, the Customer shall have the right to install its own firewall and implement its own security policies in the place of or in addition to Whinstone as mutually agreed to by both parties.

2.2.7. Fire detection and alarm system.

2.2.8. Equipment parts storage and inventory management.

2.2.9. After the RFU Date, acceptance of delivery of the Customer Equipment between 10:00 am to 4:00 pm on Business Days, subject to two (2) Business Days' notice to Whinstone, to be stored prior to installation.

2.2.10. Whinstone will be solely responsible for handling any complaints from third parties with respect to the noise from the Customer Equipment and shall hold the Customer harmless from any responsibility or costs arising out of or in relation to such complaints.

2.2.11. Whinstone will install all Customer Equipment on the data center racks, provide power and internet connection within thirty days of RFU Date. Installation includes unpacking, assembly and installation, LAN cable and power connection, initial setting, and garbage disposal.

2.2.12. Whinstone will provide stable power supply to the Customer's equipment at 240V. The equipment's power consumption may be adjusted by following instructions from the manufacturer. Whinstone will comply with any request from the Customer to adjust the power consumption if the total power consumption of all Customer equipment does not exceed the Specified Power Draw, or fall below eighty percent (80%) of the Specified Power Draw, unless both Parties mutually agree to do so.

2.2.13. Whinstone will follow the Service Level Agreement in Clause 4 and make its best efforts to ensure:

i. Average air intake temperature into the Customer's Miners is not greater than 30 degrees Celsius by maintaining sufficient airflow, preventing mixing of cool and

Doc ID: 0576fabd97d3641b2b98c7a9e3a9486c52860acc
RHOD-BK-00015696

hot exhaust air from the equipment in the data center, and using evaporative cooling;

ii. Filters are used in the air intake system of the data center facility, and the air inside the data center is free of dust, insects, corrosion, precipitation and condensation.

iii. Intake and exhaust fans are free of obstruction or debris.

2.2.14. Whinstone will label all the Customer Equipment, cables, replacement parts to track inventory, replacement parts, and to make Basic Remote Hand Service the most efficient.

i. Whinstone will reference Miners with a unique identifiable identification number when giving reports to the Customer;

ii. For equipment other than Miners which may not have a unique ID number, Whinstone will properly label and store the equipment separate from other customers in the data center.

2.2.15. Whinstone will provide monthly reports to the Customer. These reports shall contain a summary of monthly power draw as measured from power consumption meters and include appropriate billing owed to Whinstone by the Customer.

2.2.16. Whinstone will provide Basic Remote Hands Service at no extra charge as outlined in Clause 2.3.1 and will offer Advanced Remote Hands Service for additional cost as outlined in Clause 2.4.1.

2.2.17. Customers may inspect the site before shipping its equipment and supplies to bring the Customer's Miners online. Upon completion of the inspection, the Customer may reduce the Specified Power Draw cited in Clause 3.12.1 if the site does not meet Customer's expectations and reduce the Advanced Remote Hands Service fee by the same proportionate amount as the reduction of Specified Power Draw.

2.3. Basic Remote Hands Service

2.3.1. Basic Remote Hands Service is available twenty-four (24) hours a day, seven (7) days a week. Where requested by the Customer, Whinstone staff shall be available to perform the following tasks only on the instructions of the Customer in respect of the Customer Equipment:

i. Remote monitoring of equipment performance and status;

ii. Remote fault diagnosis;

iii. Pushing a button;

iv. Switching a toggle;

v. Power cycling (turning on/off) the Customer Equipment;

vi. Re-setting, rebooting the Customer Equipment;

vii. Securing cabling to connections

viii. Observing, describing and/or reporting to the Customer indicator lights or display information on machines or consoles;

ix. Cable organization;

Doc ID: 0576bfab07d364f2cb98c7a9e3a9486c52860acc
RHOD-BK-00015697

x. Modifying basic cable layout, labelling and/or re-labelling of the Customer Equipment;

xi. Cable patching;

xii. Checking alarms for faults; and/or

xiii. Inserting/removing discs or equivalent storage devices into/ from the Customer Equipment.

2.4. Advance Remote Hands Service

2.4.1. The following Advanced Remote Hands Services are not included in the Basic Remote Hands Service but may be provided by Whinstone to the Customer on a best effort basis. Unless explicitly expressed in Clause 2.3.1, in cases of ambiguity between Advanced Remote Hands Services and Basic Remote Hands Services, Advanced Remote Hands Services shall come into effect if the Customer Equipment must be taken off the rack:

i. Installing applications or software to the Customer Equipment;

ii. Uploading of data to the Customer Equipment;

iii. Configuring the Customer Equipment operating system;

iv. Configuring any software or applications on the Customer Equipment;

v. Customer Equipment component fault diagnosis;

vi. Software component fault diagnosis;

vii. Rectifying problems caused by the Customer Equipment or software;

viii. Rectifying problems caused by the Customer; or

ix. Any service whatsoever requiring the opening of the outer casing of any of the Customer Equipment.

2.4.2. Communication for Advance Remote Hands Service shall be done via email or Whinstone's ticketing system. Whinstone will follow the Service Level Agreement as well as the work schedule specified in Clause 4.

2.4.3. Advanced Remote Hands Service shall be provided by Whinstone to the Customer for a fixed monthly fee as detailed in Clause 3.12, separately from Hosting Fees which includes only the Basic Remote Hands Service.

3. CHARGES AND PAYMENTS

3.1. In consideration of the provision of the Services, the Customer shall pay charges in accordance with this Clause 3.

3.2. Whinstone shall issue a monthly invoice to the Customer no later than the tenth day of the following month containing all charges and fees for providing the Services under this contract, including the Hosting Fees prepayment under 3.11.2. The Customer shall pay the undisputed amounts of such invoice no later than the last day of the month in which the Customer receives it.

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015698

3.3. If the Customer requests Whinstone to provide any services other than contemplated in this Agreement, Whinstone shall be entitled to invoice the Customer for any and all changes to such services pursuant to the agreement between the parties.

3.4. If either Party fails to pay any amount owed under this Agreement by the dates set forth herein:

3.4.1. The Party to receive payment shall be entitled but not obliged to charge the Customer interest at a rate of 5% per year on the overdue amount commencing 14 business days after the due date up to the date of actual payment.

3.4.2. Actual power consumption is measured at the end of each month, and a credit or debit is applied toward the next hosting fee prepayment invoice. If the credit or debit is not paid or applied on that invoice, the Party to receive payment shall be entitled but not obliged to charge the other Party interest 5% per year on the overdue amount commencing 14 business days after the due date of the invoice to the date of actual payment.

3.5. All charges and payments referred to in this Agreement are inclusive of sales tax (if applicable) and all similar taxes and duties payable in respect of such payments. To the extent that additional tax is properly chargeable to the Customer, the Customer shall pay at the time that the payment becomes due.

3.6. All amounts due under this Agreement shall be paid in accordance with all work performed and services provided. In the event that the Parties change the scope of the services, Whinstone and the Customer will agree on all billing changes and handle each credit or debit once there is a mutual agreed amount.

3.7. In the event of any failure by either Party to make full payment to the other Party of any and all amounts due pursuant to this Agreement, the Party owing payment shall be responsible for all costs and expenses which the other Party reasonably incurs in collecting such amounts.

3.8. The Parties may combine charges and invoices and offset any amounts owed to the other Party.

3.9. This Clause intentionally left blank.

3.10. Installation Fees

3.10.1. This Clause intentionally left blank.

3.10.2. Installation is considered complete when the Miner is seen remotely connecting to the Mining Pool and sending computation. In cases of faulty equipment, installation will be considered complete when Whinstone diagnoses the fault, sends a report to the Customer, and completes installation of alternative equipment.

3.10.3. This Clause intentionally left blank.

3.11. Hosting Fees

3.11.1. The Hosting Fees cover all services and items specified in this Agreement except for Advanced Remote Hands Service in Clause 3.12 and is calculated based on the power consumption of the Customer Equipment and shall not include Whinstone's own equipment (PUE) or the equipment of Whinstone's other customers.

3.11.2. The Hosting Fee rate is the lesser of either (i) $0.01705 USD or (ii) the "Pass Through Rate" as hereinafter defined. As used herein, the "**Pass Through Rate**" is defined as the lesser of either (i) the "Net Effective Rate" as that rate is defined and calculated in the

Doc ID: 0576bfab07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015699

Pro Forma Pricing Model attached as Attachment C to that certain Power Services Agreement entered into by and between Whinstone and Priority Power Management LLC on April 3, 2020 (the "**PPM Agreement**") or (ii) the exact price at which Whinstone is billed monthly for electricity provided to Customer per kilowatt-hour. The Hosting Fee rate shall remain unchanged for 3 (three) consecutive years under any Extended Term under Clause 13.1. Whinstone will install power consumption meters at the transformers.

3.11.3. Whinstone, to the best of its knowledge, confirms that the "Pass Through Rate" is presently $14.74 per Megawatt Hour as shown in the Pro Forma Pricing Model attached as Attachment C to the PPM Agreement, a materially accurate copy of which is attached hereto as Exhibit "1". Customer understands that this rate is variable.

3.11.4. Hosting Fee rate = $17.05 per Megawatt Hour or lower depending on the "Pass Through Rate" for 3 years, with the option to renew for the remainder of the Initial Term at the same pre-agreed upon terms seen in 3.11.2, in one year increments. Whinstone will invoice a 5,000 kW upon deployment of the Customer Equipment. Whinstone will require the payment to be made fifteen days prior to powering the Licensed Area.

3.12. Advanced Remote Hands Service Fee

3.12.1. Whinstone will invoice the Customer a fixed monthly fee of $1,667.00 (USD) for the Advanced Remote Hands Services based on a scale of 1317 Miners, or 5mW equivalent. Whinstone will invoice Advanced Remote Hands Services together with the Hosting Fees and the applicable period for services rendered shall be the same month as the Hosting Fees unless otherwise specified. Notwithstanding the prior sentence, until all Specified Power Draw is provided, and all the Miners have been installed, Whinstone will invoice the Customer for Advanced Remote Hands Services based on the average number of installed Miners during the prior month. This fixed monthly fee will be credited towards Customer's power bill in the result that there is greater than or equal to eighty percent (80%) of the Specified Power Draw at the rate specified in Clause 3.11.1

3.12.2. Whinstone will adhere to all sections of the Service Level Agreement in Clause 4 as well as those specifically detailed for the Advanced Remote Hands Service.

3.12.3. In the likely result that the Advanced Remote Hands Service Fee is not necessary for Customer because they are monitoring their own systems with on-site staff, Customer will elect, in writing, that this service is no longer needed. Upon election and acceptance from Whinstone, this fixed monthly fee will be waived indefinitely.

3.13. Specified Power Draw

3.13.1. Whinstone will provide the Customer with at least 5,000 kW (5) MW of power available for the Services by the RFU Date. As a minimum commitment, regardless of power consumption, the Customer shall pay for Hosting Fees for greater than or equal to eighty percent (80%) of the Specified Power Draw at the rate specified in Clause 3.11.1.

3.13.2. Customer and Whinstone agree, to the best of their ability, to be fair in negotiations and working to a mutually beneficial decision in the result of unforeseen circumstances.

For Purpose of Example and Reference, a cost of power calculation has been provided below based on $17.05/mWh ($0.01705/kWh), the "Hosting Fee rate"

30-day month: 5,000 kW * Hosting Fee * 24 hours * 30days = $61,380.00
31-day month: 5,000kW * Hosting Fee * 24 hours * 31days = $63,426.00

3.13.3. If Whinstone determines that the over-usage of power cannot be reasonably permitted, Whinstone reserves the right to require the Customer to remove or deactivate sufficient

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015700

Customer Equipment to prevent such over-usage within 24 hours of notification, which will describe in detail the reasons for the removal or deactivation. Whinstone shall consult with the Customer in good faith before determining to remove or deactivate.

3.14. The Customer will pay to Whinstone the "Capital Expenditure" (as defined in the following sentence) not to exceed $800,000. The Capital Expenditure shall be paid in full to Whinstone no later than five (5) business days after the RFU Notice is provided. The "**Capital Expenditure**" is defined as the lesser of either (i) the actual costs of construction and buildout of the infrastructure, building and power requirements of the Licensed Area or (ii) Eight Hundred Thousand U.S. Dollars ($800,000.00 USD). No later than thirty (30) days after the the RFU date, Whinstone shall provide to Customer a full accounting of the actual costs of construction and buildout of the infrastructure, building and power requirements of the Licensed Area along with accurate receipts, bookkeeping, and proof of purchase for all invoices exceeding $5,000 per line item.

3.15. This Clause intentionally left blank.

3.16. Whinstone agrees that all costs of construction and buildout of the infrastructure, building and power requirements of the Licensed Area greater than $800,000 will be at the sole cost and expense of Whinstone. Whinstone agrees that, in the result of which this $800,000 is more than necessary for the Capital Expenditure, Whinstone will refund the remaining funds to Customer.

3.17. Whinstone represents and warrants that the Capital Expenditure and Hosting Fees shall be exempt from Texas state sales tax because the expenditures for which the Capital Expenditure and Hosting Fees will be allocated are qualifying purchases for a "qualifying data center" within the meaning of Texas Tax Code Section 151.359 and the rules promulgated thereunder. In the event that, at any time during the Initial Term, any Texas state sales tax should be assessed on any portion of the Capital Expenditure or any portion of the Hosting Fees, Whinstone shall pay such Texas state sales tax solely from its own funds and shall indemnify and hold harmless the Customer from any and all liability, charges, costs, assessments, fees, fines, penalties and interest arising out of such assessment.

3.18. Whinstone agrees that the Capital Expenditure allows Customer complete use of the Licensed Area for a continuous, uninterrupted period of ten (10) years, unless otherwise mutually agreed upon by both Parties in writing at a later date.

4. OPERATIONS AND SERVICE LEVEL AGREEMENT ("SLA")

4.1. Whinstone reserves the right to vary the technical specifications of the Services where necessary for operational reasons and without detracting from, reducing or impairing the overall quality or performance of the Services, after giving reasonable written notice to the Customer (except in the case of an emergency where notice is not possible; provided, however, that in such case, Whinstone shall provide notice to the Customer then as soon as reasonably possible).

4.2. Without prejudice to Clause 4.1, Whinstone reserves the right to, after providing the Customer with reasonable advance written notice (provided, however, that in the event of an emergency, as soon as reasonably possible) at any time to make any change, addition to or replacement of any part of the Services where this is required to conform with any applicable safety, statutory or legal requirement, provided that this does not detract from, reduce or impair the overall quality or performance of the Services.

4.3. The Customer may report any claims including failures of performance of the Services by Whinstone to the Whinstone support center at any time. Whinstone shall take all actions necessary to remedy such failures as soon as possible.

Doc ID: 0576bfab07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015701

4.4. Interface or access to inventory, monitoring and Hashtrend software is provided to the Customer at no additional charge.

4.5. Uptime Guarantee

4.5.1. Whinstone guarantees an uptime percentage (percentage of time to maintain uninterrupted performance of the total Customer Equipment) of 96.35% and no more than 6 days of planned downtime due to loss of power, construction, or network outage.

4.5.2. Whinstone will not charge Customer for any power cost during the period of which there is interrupted performance of the total Customer Equipment.

4.5.3. Whinstone will give at least twenty-four (24) hours advance notice to the Customer via email before any datacenter downtime, or any downtime affecting more than one hundred (100) machines at one time.

4.5.4. If any unplanned event causes more than 10% of equipment to go offline, Whinstone will acknowledge the alert within 1 hour and report immediately to the Customer. Whinstone will attempt to begin remedy of the issue within 1 hour of alert acknowledgement and shall provide a full incident report within 5 business days of alert acknowledgement to the Customer.

4.6. Performance Guarantee

4.6.1. Whinstone will perform maintenance and repairs to ensure the total daily average hashrate of all machines does not fall by more than 5% below the Customer Equipment manufacturer's specified range.

4.6.2. If total hourly average hashrate of all Customer Equipment falls more than 10% compared to the previous hour, Whinstone will respond to the incident within 1 hour and provide a full incident report within 5 business days of the incident to the Customer.

4.6.3. Whinstone will make the best effort to employ a monitoring system to monitor uptime, performance and other machine metrics.

4.6.4. Whinstone shall maintain average hashrate overall for Customer Equipment within the tolerance range of the equipment manufacturer's specifications.

4.6.5. Whinstone shall acknowledge alerts from its monitoring system within 30 minutes and respond within 1 hour. If the problem cannot be corrected, the Customer Equipment affected will be place in a maintenance queue and reported to the Customer by the next business day.

4.6.6. Whinstone will reply to notices from the Customer on the same business day.

4.6.7. Whinstone shall maintain an intake temperature suitable for proper operation of the machines. If any machines do overheat, Whinstone shall turn them off as soon as possible and report the issue to the Customer.

4.7. Advanced Remote Hands Service

4.7.1. Whinstone will provide Advanced Remote Hands Service from 9 am to 9 pm, seven days a week. This service includes repairs, unracking/racking units, and replacement of parts such as hashboards, fans, controller boards.

Doc ID: 0576bfab07d364f2cb98c7a9e3e9486c52860acc
RHOD-BK-00015702

4.7.2. If the hourly hashrate performance of a single Miner drops more than 10%, Whinstone will respond within 30 minutes, and attempt to repair or replace faulty parts and components within 1 hour. If the issue cannot be resolved within 1 hour, Whinstone will place the equipment into a maintenance repair queue.

4.7.3. Whinstone shall reduce the maintenance repair queue at all times it is not responding to any incidents.

4.8. Whinstone will sell electricity in lieu of providing electricity to the Customer if the Ercot Market profitability exceeds the 250% of the contract price. The profit will be distributed 100% to the Customer.

5. WHITELABELING OF SERVICES

The Customer may white label the Services and arrangements under this Agreement on a back-to-back basis to specifically named third parties upon thirty-day notification to Whinstone, and Whinstone shall accept such execution of this right provided there are no changes to the terms of this Agreement. Any requested changes to warranties, representations, obligations, or service levels to be provided by Whinstone shall be negotiated in good faith by the Parties. Unless prior arrangement is made, the Customer shall be responsible for billing and collection associated with any white label offering.

6. OWNERSHIP AND INTELLECTUAL PROPERTY

6.1. The Parties acknowledge and agree that the Customer Equipment is the sole property of the Customer. In no event shall Whinstone claim ownership of any of the equipment.

6.2. The Parties acknowledge and agree that any outcomes or productivities, including but not limited to, block chains, hash and digital currencies, generated from the operation of the equipment are the sole property of the Customer. In no event shall Whinstone claim the ownership of any of such outcomes or productivities.

6.3. Whinstone shall not sell or create any mortgage, lien, or any kind of encumbrance on the Customer Equipment, the Intellectual Property, or any outcomes or productivities owned by the Customer.

6.4. The Customer will have a non-transferable license to use any IP address allocated by Whinstone to the Customer for the duration of this Agreement. If this Agreement is terminated for any reason, the Customer's license to use the IP address shall automatically terminate.

6.5. Customer owns any Developed IP. "**Developed IP**" means any intellectual property other than Background IP created or discovered by the Parties in connection with this Agreement, including without limitation any reports Whinstone provides to Customer. "**Background IP**" means all intellectual property owned or licensed by a Party before starting services under this Agreement or independent of services under this Agreement. The Developed IP is a work made for hire for the Customer to the extent permitted by applicable law, and Customer retains all intellectual property rights in the Developed IP. To the extent that Whinstone or its personnel own any rights in the Developed IP, Whinstone assigns, or will procure the assignment of, all rights, title, and interest in the Developed IP to Customer. If applicable law prevents future assignments, Whinstone will assign, or will procure the assignment of, such rights as these are created. If applicable law prevents Whinstone from transferring ownership of any

Doc ID: 0576bfab07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015703

Developed IP to Customer, Whinstone grants Customer a perpetual, irrevocable, exclusive, royalty-free, fully-paid, transferable, worldwide license, with the right to sublicense, to: (1) reproduce, prepare derivative works of, distribute, publicly perform, publicly display, and otherwise use such Developed IP; and (2) make, use, sell, offer for sale, import, export any component of, and otherwise dispose of such Developed IP. This agreement does not transfer any rights associated with Background IP, which will remain vested with their owners.

6.6 Whinstone will defend Customer and its affiliates, and indemnify them against liabilities in any third-party legal proceeding to the extent arising from an unaffiliated third party's allegation that Customer or its affiliate's use of the Services or any deliverable under this Agreement from Whinstone infringes or misappropriates the third party's Intellectual Property Rights.

7. CONFIDENTIALITY

7.1. The parties agree that Confidential Information:

7.1.1. shall be used solely for the purpose for which it was furnished in connection with performance of this Agreement;

7.1.2. shall be maintained in strict confidence and shall not be disclosed to third parties, provided, however, that Whinstone and the Customer may disclose Confidential Information to their respective affiliates and sub-contractors and their respective employees who need to have access to such Confidential Information for the purposes of providing the Services on the condition that Whinstone and the Customer shall procure compliance by such sub-contractors or affiliates and their respective employees with the terms of this Clause 7; provided, however, that Whinstone and the Customer shall be responsible for any breach of the obligations set forth in this Clause 7 by such sub-contractors or affiliates and their respective employees; and

7.1.3. upon termination of this Agreement shall be returned to the disclosing Party, together with all copies, or (at the disclosing Party's option) destroyed.

7.2. Any disclosure of Confidential Information permitted under Clause 7.1.2 shall be in confidence, and only be to the extent that any persons to whom the information is disclosed need to know the same for the performance of their duties and the receiving Party shall be obliged to procure that all such persons are aware of the obligation of confidentiality and undertake to comply with it.

7.3. The obligations of confidentiality and restricted use set out in Clauses 7.1 and 7.2 are not applicable to Confidential Information that:

7.3.1. was previously or becomes known to the receiving Party, free from any obligation to keep the same confidential (provided that Confidential Information disclosed in contemplation of the provision of the Services shall still remain subject to such obligations);

7.3.2. is or becomes generally available to the public, other than as a direct or indirect result of unauthorized disclosure by the receiving Party, its affiliates or a person engaged by the receiving Party or its affiliates contrary to their respective obligations of confidentiality;

7.3.3. is shown to have been independently developed by the receiving Party, its officers, employees, agents or contractors;

7.3.4. the Parties agree in writing that it need not be kept confidential; or

Doc ID: 0576fab07d364f2cb98c7a9e3e9486c52860acc
RHOD-BK-00015704

7.3.5. is required to be disclosed by law or by regulation or by the order of any governmental authority or court provided that, to the extent permitted by law, prior to any disclosure, the receiving Party notifies the disclosing Party of the information to be disclosed and the circumstances in which the disclosure is alleged to be required as early as reasonably possible before such disclosure must be made and, at the disclosing Party's request and cost, assists the disclosing Party in avoiding or limiting any such disclosure.

7.4. Without prejudice to any other rights and remedies that the disclosing Party may have, the receiving Party agrees that if Confidential Information is used or disclosed or threatened to be used or disclosed other than in accordance with the terms of this Agreement, the disclosing Party shall, without proof of special damage, be entitled to seek an injunction, specific performance or other equitable relief for any actual or threatened breach of this Clause 7.

7.5. Notwithstanding Clause 7.1, Whinstone will request in writing to the Customer and request the Customer to participate in its advertising and/or promotional literature and other materials. The Customer has the right to opt out of any and all advertising request.

7.6. In order for Whinstone to provide the Services, the Customer will need to supply certain information or data. Where such information or data constitutes Personal Data, Whinstone will comply with the Data Protection Laws. The Parties shall duly observe and comply with all their obligations under the Data Protection Laws in relation to any Personal Data processed in connection with this Agreement and shall render such assistance and cooperation as is reasonably necessary or reasonably requested by the other Party in respect thereto.

7.7. It shall be the Customer’s responsibility to keep any Personal Data provided to Whinstone up to date and the Customer warrants and undertakes to Whinstone that all of its Personal Data and contact details are accurate and complete.

7.8. Whinstone may pass the Customer’s Personal Data to Whinstone affiliates and to any third-party suppliers Whinstone may use to provide services that involve processing data on Whinstone’s behalf for the purpose of providing the Services and as contemplated by the terms of this Agreement; provided, however, that Whinstone shall be responsible for any breach of the obligations set forth in this Clause 7 by such affiliates and third party suppliers.

8. LIABILITY, REPRESENTATIONS, WARRANTIES, AND INDEMNIFICATIONS

8.1. Both Parties represent and warrant that they have the right and capacity to enter into this Agreement and fully perform their respective obligations hereunder;

8.2. Whinstone shall perform the Services as described herein and shall provide the Services in a professional manner consistent with industry standards.

8.3. Whinstone hereby agrees to indemnify and hold harmless the Customer and any of its managers, owners, successors, licensees and assignees, from any and all losses, costs, liabilities, damages and expenses, including but not limited to, reasonable attorney fees resulting from any breach of any obligations, representation, warranty and/or covenant under this Agreement. Notwithstanding any provisions herein, Whinstone agrees to indemnify the Customer for any losses directly or indirectly caused by negligence or intentional or willful misconduct of Whinstone in its performance of obligations under this Agreement, including but not limited to, faulty operations, bad design, or misuse of the facilities in the datacenter.

Doc ID: 0576bfab07d364f2b98c7a9e3e9486c652860acc
RHOD-BK-00015705

8.4. If electrical supply is suspended for five (5) or more consecutive days, or more than seven (7) days in any twelve (12) month period due to any cause other than due to Force Majeure event, the Customer is entitled to suspend or terminate this Agreement by giving a written notice to Whinstone. Written notice will be signed and emailed to Whinstone, and a physical copy will be sent to Whinstone's registered address. The timestamp of the email will be considered the date of the receipt of such notice. If the Customer terminates this Agreement for the aforementioned reason, Whinstone shall pay for the costs to decommission, clean, package onto pallets and for the shipping cost to transport all Customer's Customer Equipment to a new location.

8.5. Neither Party excludes or limits its liability to the other Party for:

8.5.1. death or personal injury caused by its negligence;

8.5.2. fraud or fraudulent misrepresentation.

8.6. Subject to Clauses 6, 8.5, 8.7, and claims for outstanding payment, the aggregate liability of each Party to the other in contract, tort (including negligence), for breach of a statutory duty or otherwise arising under or in connection with this Agreement or its subject matter shall be limited to a sum equal to the greater of: (i) the aggregate charges payable by the Customer to Whinstone in the twelve-month period immediately prior to the date on which the cause of action first arose or, if the Agreement had been in force for less than twelve months at that date, the annualized amount of the charges payable by that date; and (ii) USD $250,000.

8.7. Subject to Clause 8.5 but notwithstanding anything else in this Agreement, the aggregate liability of:

8.7.1. the Customer to Whinstone for damage to property, in contract, (including negligence) or otherwise arising under or in connection with this Agreement shall be limited to a sum equal to the aggregate charges payable by the Customer to Whinstone in the twelve-month period immediately prior to the date on which the cause of action first arose or, if the Agreement has been in force for less than twelve months on such date, the annualized amount of the charges payable by that date; and

8.7.2. Whinstone to the Customer for damage to property, in contract, tort (including negligence) or otherwise arising under or in connection with this Agreement shall be limited to a sum equal to the aggregate charges payable by the Customer to Whinstone in the twelve-month period immediately prior to the date on which the cause of action first arose or, if the Agreement has been in force for less than twelve months on such date, the annualized amount of the charges payable by that date.

8.8. In no event will Whinstone have any liability for non-provision or delay in the provision of the Services which:

8.8.1. can be reasonably attributed to the acts or omissions of the Customer, its affiliates, employees, workers, sub-contractors, agents or customers including but not limited to failure to provide complete, accurate information in a timely manner for Whinstone;

8.8.2. arises from or as a consequence of use of the Services other than in accordance with the express terms of this Agreement; and/or

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015706

8.8.3. occurs during any period of suspension in accordance with Clause 12, provided, however, that this Clause 8.8 shall not apply in the case of willful misconduct or negligence by Whinstone, its affiliates, employees, workers, sub-contractors or agents.

8.9. The Customer acknowledges that Whinstone would not enter into this Agreement at the prices herein without the foregoing limitations of liability. Each Party acknowledges that the allocation of risk in this Agreement (including the exclusions and limitations set out in this Clause 8) has been freely negotiated at arm's length and is regarded by it as reasonable. The Customer acknowledges that it has had an opportunity to consider adequate insurance cover and to obtain professional advice in relation to this Clause 8.

8.10. Whinstone shall not be liable for any claim arising under this Agreement unless the Customer gives Whinstone written notice of the claim within twelve months of becoming aware of the circumstances giving rise to the claim.

8.11. Whinstone shall maintain minimum general business liability insurance in the amount of ten million US Dollars per occurrence or replacement value of the Customer's Customer Equipment, whichever is lower. This coverage will not include business income interruption coverage. The Customer is responsible for insuring their equipment and business income interruption insurance.

8.12. Whinstone represents to the Customer that it has secured rights to at least 100 acres of leased land for two years for the Data Center and secured for commercial access up to one (1) gigawatt of aggregated electricity that can be delivered to the Data Center, of which a portion of that may be incrementally offered to the Customer under an Extended Term.

9. ASSIGNMENT

9.1. This Agreement and all rights and obligations hereunder, in whole or in part, may be assigned or transferred by the Customer without the prior written consent of Whinstone. The Customer shall provide prompt written notice to Whinstone of any such assignment or transfer. Following such assignment or transfer, but provided that the Customer has provided written notice thereof to Whinstone, (i) the assignee or transferee shall assume and be liable to Whinstone for the full and faithful performance of all of the Customer's obligations under this Agreement and be considered the "Customer" for all purposes under this Agreement and (ii) Rhodium JV LLC shall have no further liability to Whinstone..

9.2. Whinstone may, upon receipt of the Customer's prior written consent, assign, sub-license or deal in any other manner with this Agreement or any rights under the Agreement, or sub-contract any or all of any or all of obligations under this Agreement to one or more of its affiliates or to any third party upon a sale of all or substantially all of its assets and will provide notice to the Customer of any such assignment, provided, however, that the Customer is provided with the Services under the same terms and conditions as those of this Agreement until the expiration of the Initial Term or the relevant Extended Term, as the case may be, of this Agreement.

10. FORCE MAJEURE

10.1. Neither Party shall in any circumstances be liable to the other for any loss of any kind whatsoever including any damages whether directly or indirectly caused or incurred by the

Doc ID: 0576fabd07d364f2b98c7a9e3a9486c52860acc
RHOD-BK-00015707

other Party by reason of any failure or delay in the performance of its obligations hereunder which is due to Force Majeure.

10.2. If either of the Parties becomes aware of circumstances of Force Majeure which give rise to or which are likely to prevent the performance of any obligations on its part, it shall as soon as reasonably possible and in any event within five (5) Business Days after commencement of the Force Majeure serve notice in writing on the other Party specifying the nature and extent of the circumstances giving rise to Force Majeure.

10.3. If either Party is prevented from performance of substantially all of its obligations by Force Majeure for more than two (2) months in total, the other Party may terminate this Agreement by giving notice in writing to the other Party at any time, in which case neither Party shall have any liability to the other except that rights and liabilities which accrued prior to such termination shall continue to subsist.

11. NOTICES

11.1. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt, or (a) personal delivery to the Party to be notified, (b) when sent, if sent by electronic mail or facsimile during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the respective Parties at their address as set forth below, or to such e-mail address, as subsequently modified by written notice given in accordance with this Clause 11 herein:

11.2. The addresses of the parties for the purposes of Clause 11.1 are:

11.2.1. Whinstone US, Inc.

2721 Charles Martin Hall Road
Rockdale, Texas 76567
Marked for the attention of: Lyle Theriot
Email: Lyle.Theriot@whinstone.us
Attention: Lyle Theriot

11.2.2. Rhodium JV LLC.

7546 Pebble Drive
Fort Worth, Texas 76118
Marked for the attention of: Cameron Blackmon
Email: cameronblackmon@imperiumpartners.io
Attention: Cameron Blackmon

11.3. In proving service, it shall be sufficient to prove that the envelope containing such notice was addressed to the address of the relevant party set out in Clause 11.2 (or as otherwise notified by that party under this Clause) and delivered to that address.

12. SUSPENSION OF SERVICE

12.1. Whinstone reserves the right to suspend the Services for the following reasons:

12.1.1. to carry out Maintenance with the prior written consent of the Customer;

Doc ID: 0876fa8e96c274b2be8c744ce8858a4d38bda

12.1.2. to make any modification, change, addition to, or replacement of, the Whinstone Equipment or any part of the IP Connection Service or the Services where this is required to conform with any applicable safety, statutory or legal requirements, provided that such modification, change, addition or replacement does not detract from, reduce or impair the overall quality or performance of the Services with prior written consent of the Customer;

12.1.3. where the Customer fails to pay any undisputed Charges in accordance with Clause 3;

12.1.4. where Whinstone is obliged to comply with an order, instruction or request of Government, court, law enforcement agency or other competent administrative or regulatory authority, in which case Whinstone shall provide notice to the Customer as soon as possible, and cooperate with the Customer to mitigate losses or take other appropriate actions;

12.1.5. in an emergency; or

12.1.6. where Whinstone has reason to terminate this Agreement in accordance with its terms.

12.2. Where suspension of the Services is necessary in accordance with the provisions of Clause 12.1.2, Whinstone will carry out such work as Scheduled Maintenance but in circumstances where this is not possible, Whinstone shall use all reasonable endeavors to perform such work between the hours of midnight and 6am and shall restore the Services as soon as reasonably practical in the circumstances.

12.3. If Whinstone exercises its right of suspension under this Clause, this will not exclude its right to terminate this Agreement later in respect of that or any other event, nor will it prevent Whinstone claiming damages from the Customer in respect of any breach.

13. TERMINATION

13.1. This Agreement shall commence on the Effective Date and shall continue for a period of One hundred twenty (120) months from the RFU Date ("**Initial Term**") unless and until terminated in accordance with this Clause 13.

This Agreement shall be automatically extended for a period of 12 months ("**Extended Term**") at the end of the Initial Term and at the end of each Extended Term. The Customer can terminate the contract at the end of the twelfth month of the Initial Term or any Extended Term with no penalty by notifying Whinstone in writing sixty (60) days prior to the end of the contract. Unless notified in writing of termination by the Customer as mentioned above, the Customer contract will renew automatically for an additional twelve (12) months under the same conditions.

13.2. Customer Elected Termination. Whinstone understands and agrees that the Customer shall have the right to elect not to provide a RFU Notice in relation to this Agreement. If no RFU Notice is provided to Whinstone prior to June 1, 2028, this Agreement shall be considered terminated with immediate effect and any rights or obligations of either Party under this Agreement shall be null and void.

13.3. Termination for Cause. Either party (the "**Non-Defaulting Party**") may terminate this Agreement (without prejudice to its other rights and remedies) with immediate effect by written notice to the other party (the "**Defaulting Party**") if:

13.3.1. the Defaulting Party commits a material breach of any of its material obligations under this Agreement (including failing to pay any sums payable under this Agreement by the due date) and if the breach is capable of remedy, fails to remedy it during the period of 30

Doc ID: 0576bfab07d364f2cb98c7a9e3e9486c52860acc
0576fabe07d364f2cb98c7a9e3e9486c52860acc
RHOD-BK-00015709

days starting on the date of receipt of notice from the Non- Defaulting Party specifying the breach and requiring it to be remedied; or

13.3.2. the Defaulting Party becomes insolvent including being unable to pay its debts as they fall due and/or that the value of its assets is less than the amount of its liabilities, taking into account its contingent and prospective liabilities, proposes an individual, company or partnership voluntary arrangement, has a receiver, administrator or manager appointed over the whole or any part of its business or assets; if any petition shall be presented, order shall be made or resolution passed for its winding up (except for the purpose of a bona fide amalgamation or reconstruction), bankruptcy or dissolution (including the appointment of provisional liquidators/interim receivers or special managers); if it shall otherwise propose or enter into any composition or arrangement with its creditors or any class of them; if it ceases or threatens to cease to carry on business or if it claims the benefit of any statutory moratorium; or

13.3.3. the Defaulting Party suffers, or there occurs in relation to that party, any event which is analogous to any of the events referred to in Clause 13.2.2 in any part of the world.

13.3.4. In the case that the Customer terminates this Agreement due to Whinstone's failure to cure a default, or the matters specified in Clause 13.3 or 13.4, Whinstone will pay for the costs to decommission, clean, package onto pallets and ship the Customer equipment to a new location. Whinstone will also pay Customer's lost revenue from mining resulting from such termination converted to US dollars, which shall be calculated based on the average market price of the mined digital asset and mining difficulty levels for a period of four calendar weeks from the date of the termination.

13.4. It is in the best interest of both Parties to pursue all reasonable efforts to remedy any issues with the Services or Service Level Agreement without termination or penalties. In cases of negligence or failure to maintain the Service Level Agreement for more than two (2) consecutive months, the Customer shall be entitled to the right to terminate the Agreement.

13.5. If Whinstone fails to install all of the Customer Equipment within 60 days of the RFU Date, the Customer shall be entitled to terminate or suspend the Agreement, and Whinstone shall refund the customer the 90% of the installation charges.

13.6. Either Party may terminate this Agreement with immediate effect by written notice and without further obligation or liability to the Customer if required by any law enforcement or other government or regulatory organization or authority or by the courts.

13.7. All rights and obligations of the Parties shall cease to have effect immediately upon termination of this Agreement, except that termination shall not affect:

13.7.1. accrued rights and obligations of the Parties at the date of termination; and

13.7.2. the continued survival and validity of the rights and obligations of the Parties under Clauses 7, 8, this Clause 13.4 and Clauses 15, 17 and 19 and any other provisions of this Agreement necessary for the interpretation or enforcement of this Agreement.

13.8. For the avoidance of doubt, save where otherwise agreed in writing between the Parties, termination of any Services at a site does not constitute termination of this Agreement, and, where this Agreement has been terminated in accordance with its terms, all Services will automatically terminate upon such termination.

13.9. Upon termination of this Agreement, the Customer shall at its own cost and expense return to Whinstone all IP addresses provided to it by Whinstone.

Doc ID: 0576bfab07d364f2cb98c7a9e3e9486c52860acc
RHOD-BK-00015710

14. ANTI-BRIBERY AND CORRUPTION

Each Party warrants and represents that it has not and will not carry out any act that could be an offense under anti-bribery laws.

15. APPLICABLE LAW

This Agreement shall be governed by Texas Law and the parties hereby submit to the exclusive jurisdiction of the Texas courts.

16. GENERAL

16.1. No failure or delay of either Party in exercising its rights hereunder (including the right to require performance of any provision of this Agreement) shall be deemed to be a waiver or release of such rights. Any waiver or release must be specifically granted in writing signed by the Party waiving its rights and shall:

16.1.1. be confined to the specific circumstances in which it is given;

16.1.2. not affect any other enforcement of the same or any other right; and

16.1.3. unless it is expressed to be irrevocable, be revocable at any time in writing.

Any single or partial exercise of any right, power or remedy provided by law or under this Agreement shall not preclude any other or further exercise of it or the exercise of any other right, power or remedy.

16.2. If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:

16.2.1. the legality, validity, or enforceability in that jurisdiction of any other provision of this Agreement; or

16.2.2. the legality, validity, or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

16.3. All work performed by Whinstone under this Agreement shall be performed as an independent contractor and not as an agent of the Customer and neither Party shall be, nor represent itself to be, the employee, agent, representative, partner or joint venture of the other. Neither Party shall have the right or authority to assume or create an obligation on behalf of or in the name of the other or to otherwise act on behalf of the other. The performing Party shall be responsible for its employees' compliance with all applicable laws, rules, and regulations while performing work under this Agreement.

16.4. No modification, amendment or other change may be made to this Agreement or any part thereof unless reduced to writing and executed by authorized representatives of Whinstone and the Customer. Unless expressly so agreed, no modification or variation of this Agreement shall constitute or be construed as a general waiver of any provisions of this Agreement, nor shall it affect any rights, obligations or liabilities under this Agreement which have already accrued up to the date of such modification or waiver, and the rights and obligations of the Parties under this Agreement shall remain in full force and effect, except and only to the extent that they are so modified or varied.

Doc ID: 0576fabb07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015711

17. ENTIRE AGREEMENT

17.1. This Agreement constitutes the entire understanding between the Parties concerning the subject matter of the Agreement and supersedes any previous agreement or understanding between the Parties in relation to the subject matter.

17.2. With effect from the date of this Agreement all Services shall be provided solely in accordance with the terms of this Agreement and all prior agreements and understandings between the Parties in relation to the same shall be deemed terminated from the date hereof. Save in respect of rights and liabilities arising prior to such date, all such prior agreements and understandings shall cease to be of effect from the date of signature of this Agreement. In no event shall the pre-printed terms and conditions found on any Customer purchase order, acknowledgement, or other form be considered an amendment or modification of this Agreement, even if such documents are signed by representatives of both Parties; such pre- printed terms and conditions shall be null and void and of no force and effect.

17.3. Each Party acknowledges and agrees that in entering into the Agreement or in amending any part of this Agreement, it has not relied on any statement, representation, warranty, understanding, undertaking, promise or assurance (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in the Agreement. Each Party irrevocably and unconditionally waives all claims, rights and remedies which but for this clause it might otherwise have had in relation to any of the foregoing.

17.4. Nothing in Clauses 17.1 to 17.3 (inclusive) shall limit or exclude any liability for fraud.

18. COUNTERPARTS

18.1. This Agreement shall be executed in two originals, each Party shall retain one original respectively This Agreement shall not be effective until each of the Parties has executed at least one counterpart.

18.2. Each counterpart shall constitute an original, but all the counterparts shall together constitute one and the same instrument.

19. THIRD PARTIES

It is agreed that this Agreement is not intended to and does not give to any other person who is not a party to this Agreement any rights to enforce directly any provisions contained in this Agreement except for any person to whom the benefit of this Agreement is assigned or transferred in accordance with Clause 9.

20. FURTHER ASSURANCE

Each Party shall, if requested by the other Party and at the other Party's cost, execute or cause to be executed all documents and do or cause to be done all further acts and things as may be necessary in order to vest in and secure to the other Party and its successors in title the full benefit of the assets, rights and benefits to be transferred or granted to the other Party under this Agreement and for the protection and enforcement of the same and otherwise to give effect to this Agreement and to the rights and obligations contained within this Agreement.

Doc ID: 0576bfab07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015712

The Agreement shall come into force from the seal or signature date by both Parties. This Agreement is made out in two original copies, one copy to be held by each Party in witness thereof.

CUSTOMER:

On behalf of Rhodium JV LLC,
By: Imperium Investments Holdings LLC
Its: Manager

x Cameron Blackmon

By: Cameron Blackmon

Its: Manager

Date: 06 / 30 / 2020

WHINSTONE:

On behalf of Whinstone US, Inc.

x Chad Everett Harris

Name: Chad Everett Harris

Title: Director

Date: 07 / 09 / 2020

Doc ID: 0576[illegible]cc

EXHIBIT 1

Doc ID: 0876fabe9d624d22be6c744ce0955a4d7e8da

New Hosting Service Agreement No. #R-5MW-008

THIS AGREEMENT (defined below) shall be effective upon the date of receipt of the electronic signature by Whinstone US, Inc.

BY AND BETWEEN

Whinstone US, Inc., a company having its registered office located at 2721 Charles Martin Hall Road, Rockdale, Texas 76567("**Whinstone**")

AND

Rhodium JV LLC of 7546 Pebble Drive, Fort Worth, Texas 76118, (the "**Customer**").

Whinstone and the Customer are referred to individually as "**Party**" and collectively as "**Parties**".

WHEREAS

(A) Whinstone wishes to provide electrical power at its site under the terms and conditions contained in this New Hosting Service Agreement entered into by and between the Parties as of the seal or signature date of both Parties with a Ready For Use ("**RFU**") Date to be set by the Customer no sooner than thirty (30) days from the date of the RFU Notice (as hereinafter defined); and

(B) The Customer desires to utilize Whinstone's services and intends operate 5 MW of Miners and immersible equipment on Whinstone's property in Rockdale, Texas.

NOW THEREFORE, the parties hereby agree as follows:

1. DEFINITIONS

1.1. In this Agreement the following words and expressions shall have the meanings set out below. Additional terms may be defined in the context of particular provisions of this Agreement:

"**Agreement**" means these terms and conditions, any orders placed under them, and any amendments or additions or replacements to any of the aforementioned;

"**AUP**" or "**Acceptable Usage Policy**" means Whinstone Acceptable Usage Policy from time to time which, at the date of this Agreement, is set out in a Schedule to this Agreement;

"**Advanced Remote Hands Service**" means repair and maintenance services that require taking Customer Equipment off rack as detailed in Clause 2.4 below;

"**Background IP**" shall have the meaning set out in Clause 6.5 below;

"**Basic Remote Hands Service**" means repair and maintenance services performed without taking Customer Equipment off rack as detailed in Clause 2.3 below;

"**Business Day**" means a day which is not a Saturday, Sunday or a public holiday in the United States;

"**Capital Expenditure**" shall have the meaning ascribed to that term in Clause 3.14.1 below.

"**Confidential Information**" means the terms of this Agreement and all information whether in written or any other form which has been or may be disclosed in the course of the discussions leading up to the entering into or performance of this Agreement and which is identified as confidential or is clearly by its nature confidential including information relating to this Agreement or the Services, data used or generated in the provision of the Services, or any of Customer's products, operations, processes, plans or intentions, know- how, trade secrets, market opportunities, customers and business affairs;

"**Customer Equipment**" means the Customer's Miners and other Customer equipment installed in the Licensed Area;

"**Data Center**" means the Whinstone leased site located at the former Alcoa Rockdale Energy Sandow Mine facility in Rockdale, Texas;

"**Data Center Rules**" means the rules applying to the Customer's use of the Data Center;

"**Data Protection Laws**" means the laws and regulations governing the use of personal data;

"**Defaulting Party**" shall have the meaning set out in Clause 13.2 below;

"**Developed IP**" shall have the meaning set out in Clause 6.5 below;

"**Extended Term**" shall have the meaning set out in Clause 13.1 below;

"**Force Majeure**" means any event beyond the reasonable control of either or both of the parties including but without limitation to war, civil war, armed conflict or acts of terrorism or a public enemy or other catastrophes, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule or regulation or direction coming into force after the date of this Agreement, epidemics, pressure waves caused by devices traveling at supersonic speeds, nuclear accident, and acts of God and strikes, slowdowns, lockouts or other labor stoppages excluding employee(s) of Whinstone affecting third parties which in each case causes either party to be unable to comply with all or a material part of its obligations under this Agreement;

"**Hosting Service**" means service providing electrical power and ventilation to the Customer Equipment as detailed in Clause 2.2 below;

"**Initial Term**" shall have the meaning set out in Clause 13.1 below;

"**Intellectual Property**" means all intellectual property, including patents, utility models, trade and service marks, trade names, domain names, rights in designs, copyrights, moral rights, topography rights, rights in databases, trade secrets and know-how, in all cases whether or not registered or registrable and including registrations and applications for registration of any of these and rights to apply for the same, rights to receive equitable remuneration in respect of any of these and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world;

"**IP Connection Service**" means the connection to the Customer Equipment permitting communication with the Internet as specified in the Service Details;

"**Licensed Area**" means the Building C where the Customer Equipment will be placed;

Doc ID: 0576fabd07d364f2cb98c7a9e3e9486c52860cc
RHOD-BK-00015716

"**Maintenance**" means any work carried out by Whinstone in order to upgrade, improve or maintain the Service including any modification, change, addition or replacement which does not detract from, reduce or impair the overall quality or performance of the Service;

"**Miners**" means cryptocurrency mining machines, which are part of the Customer Equipment, which connect using the IP Connection Service and send computation results to the Mining Pool.

"**Mining Pool**" is the pooling of resources by Miners, who share their processing power over a network, to split the reward equally, according to the amount of work they contributed to the probability of finding a block.

"**Services**" collectively means Hosting Service, Basic Remote Hands Service, and Advanced Remote Hands Service, with the Hosting Service and Basic Remote Hands Service provided as needed to the Customer;

"**Service Details**" means service details in the format provided by Whinstone pursuant to which the Customer may request Services;

"**Party**" means Whinstone and the Customer (as the case may be) and shall include their permitted assignees and "**Parties**" shall mean both of them;

"**Pass Through Rate**" shall have the meaning set out in Clause 3.11.2 below;

"**Personal Data**" shall have the meaning as defined under the Data Protection Laws;

"**PPM Agreement**" shall have the meaning set out in Clause 3.11.2 below;

"RFU Date" means the Ready For Use Date, which is the date Whinstone will fully provide the Customer the Services;

"RFU Notice" means the written notice provided by the Customer to Whinstone setting the Ready For Use Date. This RFU Notice shall be provided to Whinstone no less than thirty (30) days prior to the Ready For Use Date set forth in the RFU Notice.

"**Representatives**" means, in relation to any party, its officers, employees and agents;

"**Scheduled Maintenance**" means Maintenance that is: (i) carried out between the hours of 12:00 am to 6:00 am; and (ii) notified to the Customer at least five (5) Business Days in advance;

"**Specified Power Draw**" shall have the meaning set out in Clause 3.13 below;

"**Whinstone Equipment**" means any equipment which is supplied by or on behalf of Whinstone to the Customer for the purpose of providing the Services and includes any equipment specified in Service Details; and

1.2. In the event of any conflict between any of the documents referred to in this Clause 1.2, they shall be given the following order of priority:

1.2.1. the terms of the relevant Service Details;

1.2.2. the terms set out in this Agreement; and

1.2.3. the terms set out in the AUP.

Doc ID: 0576fabd962f4b22b8647446e8553a4d3f0da0cc
RHOD-BK-00015717

1.3. In the Agreement:

1.3.1. references to Clauses, paragraphs and subparagraphs are references to clauses, paragraphs, subparagraphs of or to this Agreement;

1.3.2. the headings contained in this Agreement are for convenience only and shall not influence the interpretation of this Agreement;

1.3.3. any reference to a statute, statutory provision, subordinate legislation, code or guideline ("legislation") is a reference to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation.

1.4. Whinstone and the Customer each represents and warrants to each other that it has the power to enter into, exercise its rights under and perform and comply with its obligations under this Agreement and all actions, conditions and things required to be taken, fulfilled and done by it to so enter into, exercise its rights under and perform and comply with its obligations under this Agreement and ensure that those obligations are valid, legally binding and enforceable have been taken, fulfilled and done.

2. SERVICE DESCRIPTION

2.1. Data Center Facilities

2.1.1. Whinstone will provide an installation environment for the Customer Equipment including, but not limited to, the Licensed Area in two buildings, rack systems, electricity supply (including PDU), transforming equipment, free air cooling (including evaporative cooling and single phase liquid cooling), smoke detection, IP Connection Service and physical security. Physical security includes 24-hour patrol, camera security, and a fence around the Licensed Area.

2.1.2. Whinstone shall grant the Customer, free of charge, escorted access to the property in Rockdale, TX for equipment inspections, installation, removal, additions, subtractions or physical maintenance by prior appointment.

2.1.3. With written prior consent of the Customer, Whinstone may relocate the Customer Equipment within the Data Center or to another facility operated by Whinstone provided that there are no changes to the terms of this Agreement. Any such relocation of the Customer Equipment will be carried out by Whinstone. Any costs incurred in relation to such relocation will be borne by Whinstone. The Customer shall reserve the right to inspect the new facility beforehand.

2.1.4. When the Customer visits the property in Rockdale, TX or accesses the Data Center network remotely the Customer shall at all times comply with the Data Center Rules that have been provided to the Customer in advance; provided, however, that the Customer shall only be obligated to comply with such Data Center Rules to the extent that they are reasonable. Whinstone shall provide the Customer a copy of the Data Center Rules and shall send a new copy if there are any changes made therein.

2.1.5. Whinstone represents and warrants that building or other permits, city inspection, or certification is not required with regard to providing services under this Agreement.

2.1.6. Whinstone represents and warrants that the Data Center has been certified by the Texas Comptroller of Public Accounts as, and is presently publicly registered with the Texas Comptroller as a "Qualifying Data Center" within the meaning of the Texas Tax Code Section 151.359 and the rules promulgated thereunder, and, as such, is entitled to claim an exemption from the Texas state sales tax for qualifying purchases. Whinstone

Doc ID: 0576fabd07d364f2cb98c7a9e3e9486c52860cc
RHOD-BK-00015718

covenants and agrees that the Data Center shall remain certified by and publicly registered with the Texas Comptroller as a "Qualifying Data Center" during and throughout the Initial Term.

2.2. Overview of Hosting Service

Whinstone shall be responsible for the following:

2.2.1. License of the Licensed Area.

2.2.2. Provision of the cabling for a connection to the IP Connection Service by way of a CAT 5e Ethernet cable.

2.2.3. Escorted access by the Customer's employees to the Customer Equipment at any time from 10 am to 5 pm Monday through Friday.

2.2.4. Monitored alarm and security call out service.

2.2.5. Physical Security: The facility will be surrounded by fencing and monitored by security cameras. Whinstone shall implement access control policies to ensure non-authorized persons are not able to enter the facility. Armed personnel will be onsite at all times.

2.2.6. IT Security: Whinstone will install a firewall and implement an IT security policy to prevent unauthorized access physically or remotely, viruses and ransomware. However, the Customer shall have the right to install its own firewall and implement its own security policies in the place of or in addition to Whinstone as mutually agreed to by both parties.

2.2.7. Fire detection and alarm system.

2.2.8. Equipment parts storage and inventory management.

2.2.9. After the RFU Date, acceptance of delivery of the Customer Equipment between 10:00 am to 4:00 pm on Business Days, subject to two (2) Business Days' notice to Whinstone, to be stored prior to installation.

2.2.10. Whinstone will be solely responsible for handling any complaints from third parties with respect to the noise from the Customer Equipment and shall hold the Customer harmless from any responsibility or costs arising out of or in relation to such complaints.

2.2.11. Whinstone will install all Customer Equipment on the data center racks, provide power and internet connection within thirty days of RFU Date. Installation includes unpacking, assembly and installation, LAN cable and power connection, initial setting, and garbage disposal.

2.2.12. Whinstone will provide stable power supply to the Customer's equipment at 240V. The equipment's power consumption may be adjusted by following instructions from the manufacturer. Whinstone will comply with any request from the Customer to adjust the power consumption if the total power consumption of all Customer equipment does not exceed the Specified Power Draw, or fall below eighty percent (80%) of the Specified Power Draw, unless both Parties mutually agree to do so.

2.2.13. Whinstone will follow the Service Level Agreement in Clause 4 and make its best efforts to ensure:

i. Average air intake temperature into the Customer's Miners is not greater than 30 degrees Celsius by maintaining sufficient airflow, preventing mixing of cool and

Doc ID: 0576fabe9662f4b2be64744ce0855ad4:3f0da
RHOD-BK-00015719

hot exhaust air from the equipment in the data center, and using evaporative cooling;

ii. Filters are used in the air intake system of the data center facility, and the air inside the data center is free of dust, insects, corrosion, precipitation and condensation.

iii. Intake and exhaust fans are free of obstruction or debris.

2.2.14. Whinstone will label all the Customer Equipment, cables, replacement parts to track inventory, replacement parts, and to make Basic Remote Hand Service the most efficient.

i. Whinstone will reference Miners with a unique identifiable identification number when giving reports to the Customer;

ii. For equipment other than Miners which may not have a unique ID number, Whinstone will properly label and store the equipment separate from other customers in the data center.

2.2.15. Whinstone will provide monthly reports to the Customer. These reports shall contain a summary of monthly power draw as measured from power consumption meters and include appropriate billing owed to Whinstone by the Customer.

2.2.16. Whinstone will provide Basic Remote Hands Service at no extra charge as outlined in Clause 2.3.1 and will offer Advanced Remote Hands Service for additional cost as outlined in Clause 2.4.1.

2.2.17. Customers may inspect the site before shipping its equipment and supplies to bring the Customer's Miners online. Upon completion of the inspection, the Customer may reduce the Specified Power Draw cited in Clause 3.12.1 if the site does not meet Customer's expectations and reduce the Advanced Remote Hands Service fee by the same proportionate amount as the reduction of Specified Power Draw.

2.3. Basic Remote Hands Service

2.3.1. Basic Remote Hands Service is available twenty-four (24) hours a day, seven (7) days a week. Where requested by the Customer, Whinstone staff shall be available to perform the following tasks only on the instructions of the Customer in respect of the Customer Equipment:

i. Remote monitoring of equipment performance and status;

ii. Remote fault diagnosis;

iii. Pushing a button;

iv. Switching a toggle;

v. Power cycling (turning on/off) the Customer Equipment;

vi. Re-setting, rebooting the Customer Equipment;

vii. Securing cabling to connections

viii. Observing, describing and/or reporting to the Customer indicator lights or display information on machines or consoles;

ix. Cable organization;

Doc ID: 0576bfab07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015720

x. Modifying basic cable layout, labelling and/or re-labelling of the Customer Equipment;

xi. Cable patching;

xii. Checking alarms for faults; and/or

xiii. Inserting/removing discs or equivalent storage devices into/ from the Customer Equipment.

2.4. Advance Remote Hands Service

2.4.1. The following Advanced Remote Hands Services are not included in the Basic Remote Hands Service but may be provided by Whinstone to the Customer on a best effort basis. Unless explicitly expressed in Clause 2.3.1, in cases of ambiguity between Advanced Remote Hands Services and Basic Remote Hands Services, Advanced Remote Hands Services shall come into effect if the Customer Equipment must be taken off the rack:

i. Installing applications or software to the Customer Equipment;

ii. Uploading of data to the Customer Equipment;

iii. Configuring the Customer Equipment operating system;

iv. Configuring any software or applications on the Customer Equipment;

v. Customer Equipment component fault diagnosis;

vi. Software component fault diagnosis;

vii. Rectifying problems caused by the Customer Equipment or software;

viii. Rectifying problems caused by the Customer; or

ix. Any service whatsoever requiring the opening of the outer casing of any of the Customer Equipment.

2.4.2. Communication for Advance Remote Hands Service shall be done via email or Whinstone's ticketing system. Whinstone will follow the Service Level Agreement as well as the work schedule specified in Clause 4.

2.4.3. Advanced Remote Hands Service shall be provided by Whinstone to the Customer for a fixed monthly fee as detailed in Clause 3.12, separately from Hosting Fees which includes only the Basic Remote Hands Service.

3. CHARGES AND PAYMENTS

3.1. In consideration of the provision of the Services, the Customer shall pay charges in accordance with this Clause 3.

3.2. Whinstone shall issue a monthly invoice to the Customer no later than the tenth day of the following month containing all charges and fees for providing the Services under this contract, including the Hosting Fees prepayment under 3.11.2. The Customer shall pay the undisputed amounts of such invoice no later than the last day of the month in which the Customer receives it.

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015721

3.3. If the Customer requests Whinstone to provide any services other than contemplated in this Agreement, Whinstone shall be entitled to invoice the Customer for any and all changes to such services pursuant to the agreement between the parties.

3.4. If either Party fails to pay any amount owed under this Agreement by the dates set forth herein:

3.4.1. The Party to receive payment shall be entitled but not obliged to charge the Customer interest at a rate of 5% per year on the overdue amount commencing 14 business days after the due date up to the date of actual payment.

3.4.2. Actual power consumption is measured at the end of each month, and a credit or debit is applied toward the next hosting fee prepayment invoice. If the credit or debit is not paid or applied on that invoice, the Party to receive payment shall be entitled but not obliged to charge the other Party interest 5% per year on the overdue amount commencing 14 business days after the due date of the invoice to the date of actual payment.

3.5. All charges and payments referred to in this Agreement are inclusive of sales tax (if applicable) and all similar taxes and duties payable in respect of such payments. To the extent that additional tax is properly chargeable to the Customer, the Customer shall pay at the time that the payment becomes due.

3.6. All amounts due under this Agreement shall be paid in accordance with all work performed and services provided. In the event that the Parties change the scope of the services, Whinstone and the Customer will agree on all billing changes and handle each credit or debit once there is a mutual agreed amount.

3.7. In the event of any failure by either Party to make full payment to the other Party of any and all amounts due pursuant to this Agreement, the Party owing payment shall be responsible for all costs and expenses which the other Party reasonably incurs in collecting such amounts.

3.8. The Parties may combine charges and invoices and offset any amounts owed to the other Party.

3.9. This Clause intentionally left blank.

3.10. Installation Fees

3.10.1. This Clause intentionally left blank.

3.10.2. Installation is considered complete when the Miner is seen remotely connecting to the Mining Pool and sending computation. In cases of faulty equipment, installation will be considered complete when Whinstone diagnoses the fault, sends a report to the Customer, and completes installation of alternative equipment.

3.10.3. This Clause intentionally left blank.

3.11. Hosting Fees

3.11.1. The Hosting Fees cover all services and items specified in this Agreement except for Advanced Remote Hands Service in Clause 3.12 and is calculated based on the power consumption of the Customer Equipment and shall not include Whinstone's own equipment (PUE) or the equipment of Whinstone's other customers.

3.11.2. The Hosting Fee rate is the lesser of either (i) $0.01705 USD or (ii) the "Pass Through Rate" as hereinafter defined. As used herein, the "**Pass Through Rate**" is defined as the lesser of either (i) the "Net Effective Rate" as that rate is defined and calculated in the

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015722

Pro Forma Pricing Model attached as Attachment C to that certain Power Services Agreement entered into by and between Whinstone and Priority Power Management LLC on April 3, 2020 (the "**PPM Agreement**") or (ii) the exact price at which Whinstone is billed monthly for electricity provided to Customer per kilowatt-hour. The Hosting Fee rate shall remain unchanged for 3 (three) consecutive years under any Extended Term under Clause 13.1. Whinstone will install power consumption meters at the transformers.

3.11.3. Whinstone, to the best of its knowledge, confirms that the "Pass Through Rate" is presently $14.74 per Megawatt Hour as shown in the Pro Forma Pricing Model attached as Attachment C to the PPM Agreement, a materially accurate copy of which is attached hereto as Exhibit "1". Customer understands that this rate is variable.

3.11.4. Hosting Fee rate = $17.05 per Megawatt Hour or lower depending on the "Pass Through Rate" for 3 years, with the option to renew for the remainder of the Initial Term at the same pre-agreed upon terms seen in 3.11.2, in one year increments. Whinstone will invoice a 5,000 kW upon deployment of the Customer Equipment. Whinstone will require the payment to be made fifteen days prior to powering the Licensed Area.

3.12. Advanced Remote Hands Service Fee

3.12.1. Whinstone will invoice the Customer a fixed monthly fee of $1,667.00 (USD) for the Advanced Remote Hands Services based on a scale of 1317 Miners, or 5mW equivalent. Whinstone will invoice Advanced Remote Hands Services together with the Hosting Fees and the applicable period for services rendered shall be the same month as the Hosting Fees unless otherwise specified. Notwithstanding the prior sentence, until all Specified Power Draw is provided, and all the Miners have been installed, Whinstone will invoice the Customer for Advanced Remote Hands Services based on the average number of installed Miners during the prior month. This fixed monthly fee will be credited towards Customer's power bill in the result that there is greater than or equal to eighty percent (80%) of the Specified Power Draw at the rate specified in Clause 3.11.1

3.12.2. Whinstone will adhere to all sections of the Service Level Agreement in Clause 4 as well as those specifically detailed for the Advanced Remote Hands Service.

3.12.3. In the likely result that the Advanced Remote Hands Service Fee is not necessary for Customer because they are monitoring their own systems with on-site staff, Customer will elect, in writing, that this service is no longer needed. Upon election and acceptance from Whinstone, this fixed monthly fee will be waived indefinitely.

3.13. Specified Power Draw

3.13.1. Whinstone will provide the Customer with at least 5,000 kW (5) MW of power available for the Services by the RFU Date. As a minimum commitment, regardless of power consumption, the Customer shall pay for Hosting Fees for greater than or equal to eighty percent (80%) of the Specified Power Draw at the rate specified in Clause 3.11.1.

3.13.2. Customer and Whinstone agree, to the best of their ability, to be fair in negotiations and working to a mutually beneficial decision in the result of unforeseen circumstances.

For Purpose of Example and Reference, a cost of power calculation has been provided below based on $17.05/mWh ($0.01705/kWh), the "Hosting Fee rate"

30-day month: 5,000 kW * Hosting Fee * 24 hours * 30days = $61,380.00
31-day month: 5,000kW * Hosting Fee * 24 hours * 31days = $63,426.00

3.13.3. If Whinstone determines that the over-usage of power cannot be reasonably permitted, Whinstone reserves the right to require the Customer to remove or deactivate sufficient

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015723

Customer Equipment to prevent such over-usage within 24 hours of notification, which will describe in detail the reasons for the removal or deactivation. Whinstone shall consult with the Customer in good faith before determining to remove or deactivate.

3.14. The Customer will pay to Whinstone the "Capital Expenditure" (as defined in the following sentence) not to exceed $800,000. The Capital Expenditure shall be paid in full to Whinstone no later than five (5) business days after the RFU Notice is provided. The "**Capital Expenditure**" is defined as the lesser of either (i) the actual costs of construction and buildout of the infrastructure, building and power requirements of the Licensed Area or (ii) Eight Hundred Thousand U.S. Dollars ($800,000.00 USD). No later than thirty (30) days after the the RFU date, Whinstone shall provide to Customer a full accounting of the actual costs of construction and buildout of the infrastructure, building and power requirements of the Licensed Area along with accurate receipts, bookkeeping, and proof of purchase for all invoices exceeding $5,000 per line item.

3.15. This Clause intentionally left blank.

3.16. Whinstone agrees that all costs of construction and buildout of the infrastructure, building and power requirements of the Licensed Area greater than $800,000 will be at the sole cost and expense of Whinstone. Whinstone agrees that, in the result of which this $800,000 is more than necessary for the Capital Expenditure, Whinstone will refund the remaining funds to Customer.

3.17. Whinstone represents and warrants that the Capital Expenditure and Hosting Fees shall be exempt from Texas state sales tax because the expenditures for which the Capital Expenditure and Hosting Fees will be allocated are qualifying purchases for a "qualifying data center" within the meaning of Texas Tax Code Section 151.359 and the rules promulgated thereunder. In the event that, at any time during the Initial Term, any Texas state sales tax should be assessed on any portion of the Capital Expenditure or any portion of the Hosting Fees, Whinstone shall pay such Texas state sales tax solely from its own funds and shall indemnify and hold harmless the Customer from any and all liability, charges, costs, assessments, fees, fines, penalties and interest arising out of such assessment.

3.18. Whinstone agrees that the Capital Expenditure allows Customer complete use of the Licensed Area for a continuous, uninterrupted period of ten (10) years, unless otherwise mutually agreed upon by both Parties in writing at a later date.

4. OPERATIONS AND SERVICE LEVEL AGREEMENT ("SLA")

4.1. Whinstone reserves the right to vary the technical specifications of the Services where necessary for operational reasons and without detracting from, reducing or impairing the overall quality or performance of the Services, after giving reasonable written notice to the Customer (except in the case of an emergency where notice is not possible; provided, however, that in such case, Whinstone shall provide notice to the Customer then as soon as reasonably possible).

4.2. Without prejudice to Clause 4.1, Whinstone reserves the right to, after providing the Customer with reasonable advance written notice (provided, however, that in the event of an emergency, as soon as reasonably possible) at any time to make any change, addition to or replacement of any part of the Services where this is required to conform with any applicable safety, statutory or legal requirement, provided that this does not detract from, reduce or impair the overall quality or performance of the Services.

4.3. The Customer may report any claims including failures of performance of the Services by Whinstone to the Whinstone support center at any time. Whinstone shall take all actions necessary to remedy such failures as soon as possible.

Doc ID: 0576bfab07d364f2cb98c7a9e3e9486c52860acc
RHOD-BK-00015724

4.4. Interface or access to inventory, monitoring and Hashtrend software is provided to the Customer at no additional charge.

4.5. Uptime Guarantee

4.5.1. Whinstone guarantees an uptime percentage (percentage of time to maintain uninterrupted performance of the total Customer Equipment) of 96.35% and no more than 6 days of planned downtime due to loss of power, construction, or network outage.

4.5.2. Whinstone will not charge Customer for any power cost during the period of which there is interrupted performance of the total Customer Equipment.

4.5.3. Whinstone will give at least twenty-four (24) hours advance notice to the Customer via email before any datacenter downtime, or any downtime affecting more than one hundred (100) machines at one time.

4.5.4. If any unplanned event causes more than 10% of equipment to go offline, Whinstone will acknowledge the alert within 1 hour and report immediately to the Customer. Whinstone will attempt to begin remedy of the issue within 1 hour of alert acknowledgement and shall provide a full incident report within 5 business days of alert acknowledgement to the Customer.

4.6. Performance Guarantee

4.6.1. Whinstone will perform maintenance and repairs to ensure the total daily average hashrate of all machines does not fall by more than 5% below the Customer Equipment manufacturer's specified range.

4.6.2. If total hourly average hashrate of all Customer Equipment falls more than 10% compared to the previous hour, Whinstone will respond to the incident within 1 hour and provide a full incident report within 5 business days of the incident to the Customer.

4.6.3. Whinstone will make the best effort to employ a monitoring system to monitor uptime, performance and other machine metrics.

4.6.4. Whinstone shall maintain average hashrate overall for Customer Equipment within the tolerance range of the equipment manufacturer's specifications.

4.6.5. Whinstone shall acknowledge alerts from its monitoring system within 30 minutes and respond within 1 hour. If the problem cannot be corrected, the Customer Equipment affected will be place in a maintenance queue and reported to the Customer by the next business day.

4.6.6. Whinstone will reply to notices from the Customer on the same business day.

4.6.7. Whinstone shall maintain an intake temperature suitable for proper operation of the machines. If any machines do overheat, Whinstone shall turn them off as soon as possible and report the issue to the Customer.

4.7. Advanced Remote Hands Service

4.7.1. Whinstone will provide Advanced Remote Hands Service from 9 am to 9 pm, seven days a week. This service includes repairs, unracking/racking units, and replacement of parts such as hashboards, fans, controller boards.

Doc ID: 0576bfab07d364f2cb98c7a9e3e9486c52860acc
RHOD-BK-00015725

4.7.2. If the hourly hashrate performance of a single Miner drops more than 10%, Whinstone will respond within 30 minutes, and attempt to repair or replace faulty parts and components within 1 hour. If the issue cannot be resolved within 1 hour, Whinstone will place the equipment into a maintenance repair queue.

4.7.3. Whinstone shall reduce the maintenance repair queue at all times it is not responding to any incidents.

4.8. Whinstone will sell electricity in lieu of providing electricity to the Customer if the Ercot Market profitability exceeds the 250% of the contract price. The profit will be distributed 100% to the Customer.

5. WHITELABELING OF SERVICES

The Customer may white label the Services and arrangements under this Agreement on a back-to-back basis to specifically named third parties upon thirty-day notification to Whinstone, and Whinstone shall accept such execution of this right provided there are no changes to the terms of this Agreement. Any requested changes to warranties, representations, obligations, or service levels to be provided by Whinstone shall be negotiated in good faith by the Parties. Unless prior arrangement is made, the Customer shall be responsible for billing and collection associated with any white label offering.

6. OWNERSHIP AND INTELLECTUAL PROPERTY

6.1. The Parties acknowledge and agree that the Customer Equipment is the sole property of the Customer. In no event shall Whinstone claim ownership of any of the equipment.

6.2. The Parties acknowledge and agree that any outcomes or productivities, including but not limited to, block chains, hash and digital currencies, generated from the operation of the equipment are the sole property of the Customer. In no event shall Whinstone claim the ownership of any of such outcomes or productivities.

6.3. Whinstone shall not sell or create any mortgage, lien, or any kind of encumbrance on the Customer Equipment, the Intellectual Property, or any outcomes or productivities owned by the Customer.

6.4. The Customer will have a non-transferable license to use any IP address allocated by Whinstone to the Customer for the duration of this Agreement. If this Agreement is terminated for any reason, the Customer's license to use the IP address shall automatically terminate.

6.5. Customer owns any Developed IP. "**Developed IP**" means any intellectual property other than Background IP created or discovered by the Parties in connection with this Agreement, including without limitation any reports Whinstone provides to Customer. "**Background IP**" means all intellectual property owned or licensed by a Party before starting services under this Agreement or independent of services under this Agreement. The Developed IP is a work made for hire for the Customer to the extent permitted by applicable law, and Customer retains all intellectual property rights in the Developed IP. To the extent that Whinstone or its personnel own any rights in the Developed IP, Whinstone assigns, or will procure the assignment of, all rights, title, and interest in the Developed IP to Customer. If applicable law prevents future assignments, Whinstone will assign, or will procure the assignment of, such rights as these are created. If applicable law prevents Whinstone from transferring ownership of any

Doc ID: 0576bfab07d364f2b98c7a9e3e9486c52860acc
0576fabe07d364f2b98c7a9e3e9486c52860acc

Developed IP to Customer, Whinstone grants Customer a perpetual, irrevocable, exclusive, royalty-free, fully-paid, transferable, worldwide license, with the right to sublicense, to: (1) reproduce, prepare derivative works of, distribute, publicly perform, publicly display, and otherwise use such Developed IP; and (2) make, use, sell, offer for sale, import, export any component of, and otherwise dispose of such Developed IP. This agreement does not transfer any rights associated with Background IP, which will remain vested with their owners.

6.6 Whinstone will defend Customer and its affiliates, and indemnify them against liabilities in any third-party legal proceeding to the extent arising from an unaffiliated third party's allegation that Customer or its affiliate's use of the Services or any deliverable under this Agreement from Whinstone infringes or misappropriates the third party's Intellectual Property Rights.

7. CONFIDENTIALITY

7.1. The parties agree that Confidential Information:

7.1.1. shall be used solely for the purpose for which it was furnished in connection with performance of this Agreement;

7.1.2. shall be maintained in strict confidence and shall not be disclosed to third parties, provided, however, that Whinstone and the Customer may disclose Confidential Information to their respective affiliates and sub-contractors and their respective employees who need to have access to such Confidential Information for the purposes of providing the Services on the condition that Whinstone and the Customer shall procure compliance by such sub-contractors or affiliates and their respective employees with the terms of this Clause 7; provided, however, that Whinstone and the Customer shall be responsible for any breach of the obligations set forth in this Clause 7 by such sub-contractors or affiliates and their respective employees; and

7.1.3. upon termination of this Agreement shall be returned to the disclosing Party, together with all copies, or (at the disclosing Party's option) destroyed.

7.2. Any disclosure of Confidential Information permitted under Clause 7.1.2 shall be in confidence, and only be to the extent that any persons to whom the information is disclosed need to know the same for the performance of their duties and the receiving Party shall be obliged to procure that all such persons are aware of the obligation of confidentiality and undertake to comply with it.

7.3. The obligations of confidentiality and restricted use set out in Clauses 7.1 and 7.2 are not applicable to Confidential Information that:

7.3.1. was previously or becomes known to the receiving Party, free from any obligation to keep the same confidential (provided that Confidential Information disclosed in contemplation of the provision of the Services shall still remain subject to such obligations);

7.3.2. is or becomes generally available to the public, other than as a direct or indirect result of unauthorized disclosure by the receiving Party, its affiliates or a person engaged by the receiving Party or its affiliates contrary to their respective obligations of confidentiality;

7.3.3. is shown to have been independently developed by the receiving Party, its officers, employees, agents or contractors;

7.3.4. the Parties agree in writing that it need not be kept confidential; or

Doc ID: 0576fab07d364f2cb98c7a9e3e9486c52860acc
RHOD-BK-00015727

7.3.5. is required to be disclosed by law or by regulation or by the order of any governmental authority or court provided that, to the extent permitted by law, prior to any disclosure, the receiving Party notifies the disclosing Party of the information to be disclosed and the circumstances in which the disclosure is alleged to be required as early as reasonably possible before such disclosure must be made and, at the disclosing Party's request and cost, assists the disclosing Party in avoiding or limiting any such disclosure.

7.4. Without prejudice to any other rights and remedies that the disclosing Party may have, the receiving Party agrees that if Confidential Information is used or disclosed or threatened to be used or disclosed other than in accordance with the terms of this Agreement, the disclosing Party shall, without proof of special damage, be entitled to seek an injunction, specific performance or other equitable relief for any actual or threatened breach of this Clause 7.

7.5. Notwithstanding Clause 7.1, Whinstone will request in writing to the Customer and request the Customer to participate in its advertising and/or promotional literature and other materials. The Customer has the right to opt out of any and all advertising request.

7.6. In order for Whinstone to provide the Services, the Customer will need to supply certain information or data. Where such information or data constitutes Personal Data, Whinstone will comply with the Data Protection Laws. The Parties shall duly observe and comply with all their obligations under the Data Protection Laws in relation to any Personal Data processed in connection with this Agreement and shall render such assistance and cooperation as is reasonably necessary or reasonably requested by the other Party in respect thereto.

7.7. It shall be the Customer’s responsibility to keep any Personal Data provided to Whinstone up to date and the Customer warrants and undertakes to Whinstone that all of its Personal Data and contact details are accurate and complete.

7.8. Whinstone may pass the Customer’s Personal Data to Whinstone affiliates and to any third-party suppliers Whinstone may use to provide services that involve processing data on Whinstone’s behalf for the purpose of providing the Services and as contemplated by the terms of this Agreement; provided, however, that Whinstone shall be responsible for any breach of the obligations set forth in this Clause 7 by such affiliates and third party suppliers.

8. LIABILITY, REPRESENTATIONS, WARRANTIES, AND INDEMNIFICATIONS

8.1. Both Parties represent and warrant that they have the right and capacity to enter into this Agreement and fully perform their respective obligations hereunder;

8.2. Whinstone shall perform the Services as described herein and shall provide the Services in a professional manner consistent with industry standards.

8.3. Whinstone hereby agrees to indemnify and hold harmless the Customer and any of its managers, owners, successors, licensees and assignees, from any and all losses, costs, liabilities, damages and expenses, including but not limited to, reasonable attorney fees resulting from any breach of any obligations, representation, warranty and/or covenant under this Agreement. Notwithstanding any provisions herein, Whinstone agrees to indemnify the Customer for any losses directly or indirectly caused by negligence or intentional or willful misconduct of Whinstone in its performance of obligations under this Agreement, including but not limited to, faulty operations, bad design, or misuse of the facilities in the datacenter.

Doc ID: 0576bfab07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015728

8.4. If electrical supply is suspended for five (5) or more consecutive days, or more than seven (7) days in any twelve (12) month period due to any cause other than due to Force Majeure event, the Customer is entitled to suspend or terminate this Agreement by giving a written notice to Whinstone. Written notice will be signed and emailed to Whinstone, and a physical copy will be sent to Whinstone's registered address. The timestamp of the email will be considered the date of the receipt of such notice. If the Customer terminates this Agreement for the aforementioned reason, Whinstone shall pay for the costs to decommission, clean, package onto pallets and for the shipping cost to transport all Customer's Customer Equipment to a new location.

8.5. Neither Party excludes or limits its liability to the other Party for:

8.5.1. death or personal injury caused by its negligence;

8.5.2. fraud or fraudulent misrepresentation.

8.6. Subject to Clauses 6, 8.5, 8.7, and claims for outstanding payment, the aggregate liability of each Party to the other in contract, tort (including negligence), for breach of a statutory duty or otherwise arising under or in connection with this Agreement or its subject matter shall be limited to a sum equal to the greater of: (i) the aggregate charges payable by the Customer to Whinstone in the twelve-month period immediately prior to the date on which the cause of action first arose or, if the Agreement had been in force for less than twelve months at that date, the annualized amount of the charges payable by that date; and (ii) USD $250,000.

8.7. Subject to Clause 8.5 but notwithstanding anything else in this Agreement, the aggregate liability of:

8.7.1. the Customer to Whinstone for damage to property, in contract, (including negligence) or otherwise arising under or in connection with this Agreement shall be limited to a sum equal to the aggregate charges payable by the Customer to Whinstone in the twelve-month period immediately prior to the date on which the cause of action first arose or, if the Agreement has been in force for less than twelve months on such date, the annualized amount of the charges payable by that date; and

8.7.2. Whinstone to the Customer for damage to property, in contract, tort (including negligence) or otherwise arising under or in connection with this Agreement shall be limited to a sum equal to the aggregate charges payable by the Customer to Whinstone in the twelve-month period immediately prior to the date on which the cause of action first arose or, if the Agreement has been in force for less than twelve months on such date, the annualized amount of the charges payable by that date.

8.8. In no event will Whinstone have any liability for non-provision or delay in the provision of the Services which:

8.8.1. can be reasonably attributed to the acts or omissions of the Customer, its affiliates, employees, workers, sub-contractors, agents or customers including but not limited to failure to provide complete, accurate information in a timely manner for Whinstone;

8.8.2. arises from or as a consequence of use of the Services other than in accordance with the express terms of this Agreement; and/or

Doc ID: 0576fabe96627d22b6647446e0553a4d7360acc

8.8.3. occurs during any period of suspension in accordance with Clause 12, provided, however, that this Clause 8.8 shall not apply in the case of willful misconduct or negligence by Whinstone, its affiliates, employees, workers, sub-contractors or agents.

8.9. The Customer acknowledges that Whinstone would not enter into this Agreement at the prices herein without the foregoing limitations of liability. Each Party acknowledges that the allocation of risk in this Agreement (including the exclusions and limitations set out in this Clause 8) has been freely negotiated at arm's length and is regarded by it as reasonable. The Customer acknowledges that it has had an opportunity to consider adequate insurance cover and to obtain professional advice in relation to this Clause 8.

8.10. Whinstone shall not be liable for any claim arising under this Agreement unless the Customer gives Whinstone written notice of the claim within twelve months of becoming aware of the circumstances giving rise to the claim.

8.11. Whinstone shall maintain minimum general business liability insurance in the amount of ten million US Dollars per occurrence or replacement value of the Customer's Customer Equipment, whichever is lower. This coverage will not include business income interruption coverage. The Customer is responsible for insuring their equipment and business income interruption insurance.

8.12. Whinstone represents to the Customer that it has secured rights to at least 100 acres of leased land for two years for the Data Center and secured for commercial access up to one (1) gigawatt of aggregated electricity that can be delivered to the Data Center, of which a portion of that may be incrementally offered to the Customer under an Extended Term.

9. ASSIGNMENT

9.1. This Agreement and all rights and obligations hereunder, in whole or in part, may be assigned or transferred by the Customer without the prior written consent of Whinstone. The Customer shall provide prompt written notice to Whinstone of any such assignment or transfer. Following such assignment or transfer, but provided that the Customer has provided written notice thereof to Whinstone, (i) the assignee or transferee shall assume and be liable to Whinstone for the full and faithful performance of all of the Customer's obligations under this Agreement and be considered the "Customer" for all purposes under this Agreement and (ii) Rhodium JV LLC shall have no further liability to Whinstone..

9.2. Whinstone may, upon receipt of the Customer's prior written consent, assign, sub-license or deal in any other manner with this Agreement or any rights under the Agreement, or sub-contract any or all of any or all of obligations under this Agreement to one or more of its affiliates or to any third party upon a sale of all or substantially all of its assets and will provide notice to the Customer of any such assignment, provided, however, that the Customer is provided with the Services under the same terms and conditions as those of this Agreement until the expiration of the Initial Term or the relevant Extended Term, as the case may be, of this Agreement.

10. FORCE MAJEURE

10.1. Neither Party shall in any circumstances be liable to the other for any loss of any kind whatsoever including any damages whether directly or indirectly caused or incurred by the

Doc ID: 0576bfab07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015730

other Party by reason of any failure or delay in the performance of its obligations hereunder which is due to Force Majeure.

10.2. If either of the Parties becomes aware of circumstances of Force Majeure which give rise to or which are likely to prevent the performance of any obligations on its part, it shall as soon as reasonably possible and in any event within five (5) Business Days after commencement of the Force Majeure serve notice in writing on the other Party specifying the nature and extent of the circumstances giving rise to Force Majeure.

10.3. If either Party is prevented from performance of substantially all of its obligations by Force Majeure for more than two (2) months in total, the other Party may terminate this Agreement by giving notice in writing to the other Party at any time, in which case neither Party shall have any liability to the other except that rights and liabilities which accrued prior to such termination shall continue to subsist.

11. NOTICES

11.1. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt, or (a) personal delivery to the Party to be notified, (b) when sent, if sent by electronic mail or facsimile during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the respective Parties at their address as set forth below, or to such e-mail address, as subsequently modified by written notice given in accordance with this Clause 11 herein:

11.2. The addresses of the parties for the purposes of Clause 11.1 are:

11.2.1. Whinstone US, Inc.

2721 Charles Martin Hall Road
Rockdale, Texas 76567
Marked for the attention of: Lyle Theriot
Email: Lyle.Theriot@whinstone.us
Attention: Lyle Theriot

11.2.2. Rhodium JV LLC.

7546 Pebble Drive
Fort Worth, Texas 76118
Marked for the attention of: Cameron Blackmon
Email: cameronblackmon@imperiumpartners.io
Attention: Cameron Blackmon

11.3. In proving service, it shall be sufficient to prove that the envelope containing such notice was addressed to the address of the relevant party set out in Clause 11.2 (or as otherwise notified by that party under this Clause) and delivered to that address.

12. SUSPENSION OF SERVICE

12.1. Whinstone reserves the right to suspend the Services for the following reasons:

12.1.1. to carry out Maintenance with the prior written consent of the Customer;

Doc ID: 0876fa8e96d27d42be8c744ce8058a4d38bda

12.1.2. to make any modification, change, addition to, or replacement of, the Whinstone Equipment or any part of the IP Connection Service or the Services where this is required to conform with any applicable safety, statutory or legal requirements, provided that such modification, change, addition or replacement does not detract from, reduce or impair the overall quality or performance of the Services with prior written consent of the Customer;

12.1.3. where the Customer fails to pay any undisputed Charges in accordance with Clause 3;

12.1.4. where Whinstone is obliged to comply with an order, instruction or request of Government, court, law enforcement agency or other competent administrative or regulatory authority, in which case Whinstone shall provide notice to the Customer as soon as possible, and cooperate with the Customer to mitigate losses or take other appropriate actions;

12.1.5. in an emergency; or

12.1.6. where Whinstone has reason to terminate this Agreement in accordance with its terms.

12.2. Where suspension of the Services is necessary in accordance with the provisions of Clause 12.1.2, Whinstone will carry out such work as Scheduled Maintenance but in circumstances where this is not possible, Whinstone shall use all reasonable endeavors to perform such work between the hours of midnight and 6am and shall restore the Services as soon as reasonably practical in the circumstances.

12.3. If Whinstone exercises its right of suspension under this Clause, this will not exclude its right to terminate this Agreement later in respect of that or any other event, nor will it prevent Whinstone claiming damages from the Customer in respect of any breach.

13. TERMINATION

13.1. This Agreement shall commence on the Effective Date and shall continue for a period of One hundred twenty (120) months from the RFU Date ("**Initial Term**") unless and until terminated in accordance with this Clause 13.

This Agreement shall be automatically extended for a period of 12 months ("**Extended Term**") at the end of the Initial Term and at the end of each Extended Term. The Customer can terminate the contract at the end of the twelfth month of the Initial Term or any Extended Term with no penalty by notifying Whinstone in writing sixty (60) days prior to the end of the contract. Unless notified in writing of termination by the Customer as mentioned above, the Customer contract will renew automatically for an additional twelve (12) months under the same conditions.

13.2. Customer Elected Termination. Whinstone understands and agrees that the Customer shall have the right to elect not to provide a RFU Notice in relation to this Agreement. If no RFU Notice is provided to Whinstone prior to June 1, 2028, this Agreement shall be considered terminated with immediate effect and any rights or obligations of either Party under this Agreement shall be null and void.

13.3. Termination for Cause. Either party (the "**Non-Defaulting Party**") may terminate this Agreement (without prejudice to its other rights and remedies) with immediate effect by written notice to the other party (the "**Defaulting Party**") if:

13.3.1. the Defaulting Party commits a material breach of any of its material obligations under this Agreement (including failing to pay any sums payable under this Agreement by the due date) and if the breach is capable of remedy, fails to remedy it during the period of 30

Doc ID: 0576bfab07d364f2cb98c7a9e3e9486c52860cc
0576bfab07d364f2cb98c7a9e3e9486c52860cc
RHOD-BK-00015732

days starting on the date of receipt of notice from the Non- Defaulting Party specifying the breach and requiring it to be remedied; or

13.3.2. the Defaulting Party becomes insolvent including being unable to pay its debts as they fall due and/or that the value of its assets is less than the amount of its liabilities, taking into account its contingent and prospective liabilities, proposes an individual, company or partnership voluntary arrangement, has a receiver, administrator or manager appointed over the whole or any part of its business or assets; if any petition shall be presented, order shall be made or resolution passed for its winding up (except for the purpose of a bona fide amalgamation or reconstruction), bankruptcy or dissolution (including the appointment of provisional liquidators/interim receivers or special managers); if it shall otherwise propose or enter into any composition or arrangement with its creditors or any class of them; if it ceases or threatens to cease to carry on business or if it claims the benefit of any statutory moratorium; or

13.3.3. the Defaulting Party suffers, or there occurs in relation to that party, any event which is analogous to any of the events referred to in Clause 13.2.2 in any part of the world.

13.3.4. In the case that the Customer terminates this Agreement due to Whinstone's failure to cure a default, or the matters specified in Clause 13.3 or 13.4, Whinstone will pay for the costs to decommission, clean, package onto pallets and ship the Customer equipment to a new location. Whinstone will also pay Customer's lost revenue from mining resulting from such termination converted to US dollars, which shall be calculated based on the average market price of the mined digital asset and mining difficulty levels for a period of four calendar weeks from the date of the termination.

13.4. It is in the best interest of both Parties to pursue all reasonable efforts to remedy any issues with the Services or Service Level Agreement without termination or penalties. In cases of negligence or failure to maintain the Service Level Agreement for more than two (2) consecutive months, the Customer shall be entitled to the right to terminate the Agreement.

13.5. If Whinstone fails to install all of the Customer Equipment within 60 days of the RFU Date, the Customer shall be entitled to terminate or suspend the Agreement, and Whinstone shall refund the customer the 90% of the installation charges.

13.6. Either Party may terminate this Agreement with immediate effect by written notice and without further obligation or liability to the Customer if required by any law enforcement or other government or regulatory organization or authority or by the courts.

13.7. All rights and obligations of the Parties shall cease to have effect immediately upon termination of this Agreement, except that termination shall not affect:

13.7.1. accrued rights and obligations of the Parties at the date of termination; and

13.7.2. the continued survival and validity of the rights and obligations of the Parties under Clauses 7, 8, this Clause 13.4 and Clauses 15, 17 and 19 and any other provisions of this Agreement necessary for the interpretation or enforcement of this Agreement.

13.8. For the avoidance of doubt, save where otherwise agreed in writing between the Parties, termination of any Services at a site does not constitute termination of this Agreement, and, where this Agreement has been terminated in accordance with its terms, all Services will automatically terminate upon such termination.

13.9. Upon termination of this Agreement, the Customer shall at its own cost and expense return to Whinstone all IP addresses provided to it by Whinstone.

Doc ID: 0576fabd9d2641c2b98c7a9e3e9486c652860acc
RHOD-BK-00015733

14. ANTI-BRIBERY AND CORRUPTION

Each Party warrants and represents that it has not and will not carry out any act that could be an offense under anti-bribery laws.

15. APPLICABLE LAW

This Agreement shall be governed by Texas Law and the parties hereby submit to the exclusive jurisdiction of the Texas courts.

16. GENERAL

16.1. No failure or delay of either Party in exercising its rights hereunder (including the right to require performance of any provision of this Agreement) shall be deemed to be a waiver or release of such rights. Any waiver or release must be specifically granted in writing signed by the Party waiving its rights and shall:

16.1.1. be confined to the specific circumstances in which it is given;

16.1.2. not affect any other enforcement of the same or any other right; and

16.1.3. unless it is expressed to be irrevocable, be revocable at any time in writing.

Any single or partial exercise of any right, power or remedy provided by law or under this Agreement shall not preclude any other or further exercise of it or the exercise of any other right, power or remedy.

16.2. If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:

16.2.1. the legality, validity, or enforceability in that jurisdiction of any other provision of this Agreement; or

16.2.2. the legality, validity, or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

16.3. All work performed by Whinstone under this Agreement shall be performed as an independent contractor and not as an agent of the Customer and neither Party shall be, nor represent itself to be, the employee, agent, representative, partner or joint venture of the other. Neither Party shall have the right or authority to assume or create an obligation on behalf of or in the name of the other or to otherwise act on behalf of the other. The performing Party shall be responsible for its employees' compliance with all applicable laws, rules, and regulations while performing work under this Agreement.

16.4. No modification, amendment or other change may be made to this Agreement or any part thereof unless reduced to writing and executed by authorized representatives of Whinstone and the Customer. Unless expressly so agreed, no modification or variation of this Agreement shall constitute or be construed as a general waiver of any provisions of this Agreement, nor shall it affect any rights, obligations or liabilities under this Agreement which have already accrued up to the date of such modification or waiver, and the rights and obligations of the Parties under this Agreement shall remain in full force and effect, except and only to the extent that they are so modified or varied.

Doc ID: 0576fabd07d364f2cb98c7a9e3e9486c52860acc
RHOD-BK-00015734

17. ENTIRE AGREEMENT

17.1. This Agreement constitutes the entire understanding between the Parties concerning the subject matter of the Agreement and supersedes any previous agreement or understanding between the Parties in relation to the subject matter.

17.2. With effect from the date of this Agreement all Services shall be provided solely in accordance with the terms of this Agreement and all prior agreements and understandings between the Parties in relation to the same shall be deemed terminated from the date hereof. Save in respect of rights and liabilities arising prior to such date, all such prior agreements and understandings shall cease to be of effect from the date of signature of this Agreement. In no event shall the pre-printed terms and conditions found on any Customer purchase order, acknowledgement, or other form be considered an amendment or modification of this Agreement, even if such documents are signed by representatives of both Parties; such pre- printed terms and conditions shall be null and void and of no force and effect.

17.3. Each Party acknowledges and agrees that in entering into the Agreement or in amending any part of this Agreement, it has not relied on any statement, representation, warranty, understanding, undertaking, promise or assurance (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in the Agreement. Each Party irrevocably and unconditionally waives all claims, rights and remedies which but for this clause it might otherwise have had in relation to any of the foregoing.

17.4. Nothing in Clauses 17.1 to 17.3 (inclusive) shall limit or exclude any liability for fraud.

18. COUNTERPARTS

18.1. This Agreement shall be executed in two originals, each Party shall retain one original respectively This Agreement shall not be effective until each of the Parties has executed at least one counterpart.

18.2. Each counterpart shall constitute an original, but all the counterparts shall together constitute one and the same instrument.

19. THIRD PARTIES

It is agreed that this Agreement is not intended to and does not give to any other person who is not a party to this Agreement any rights to enforce directly any provisions contained in this Agreement except for any person to whom the benefit of this Agreement is assigned or transferred in accordance with Clause 9.

20. FURTHER ASSURANCE

Each Party shall, if requested by the other Party and at the other Party's cost, execute or cause to be executed all documents and do or cause to be done all further acts and things as may be necessary in order to vest in and secure to the other Party and its successors in title the full benefit of the assets, rights and benefits to be transferred or granted to the other Party under this Agreement and for the protection and enforcement of the same and otherwise to give effect to this Agreement and to the rights and obligations contained within this Agreement.

Doc ID: 0576fabd07d364f2b98c7a9e3a9486c652860cc
RHOD-BK-00015735

The Agreement shall come into force from the seal or signature date by both Parties. This Agreement is made out in two original copies, one copy to be held by each Party in witness thereof.

CUSTOMER:

On behalf of Rhodium JV LLC,
By: Imperium Investments Holdings LLC
Its: Manager

x Cameron Blackmon

By: Cameron Blackmon

Its: Manager

Date: 06 / 30 / 2020

WHINSTONE:

On behalf of Whinstone US, Inc.

x Chad Everett Harris

Name: Chad Everett Harris

Title: Director

Date: 07 / 09 / 2020

Doc ID: 0876[illegible]cc

EXHIBIT 1

Doc ID: 0876fade9d624d22be64744ce0955a4d7e0da
RHOD-BK-00015737

New Hosting Service Agreement No. #R-5MW-011

THIS AGREEMENT (defined below) shall be effective upon the date of receipt of the electronic signature by Whinstone US, Inc.

BY AND BETWEEN

Whinstone US, Inc., a company having its registered office located at 2721 Charles Martin Hall Road, Rockdale, Texas 76567("**Whinstone**")

AND

Rhodium JV LLC of 7546 Pebble Drive, Fort Worth, Texas 76118, (the "**Customer**").

Whinstone and the Customer are referred to individually as "**Party**" and collectively as "**Parties**".

WHEREAS

(A) Whinstone wishes to provide electrical power at its site under the terms and conditions contained in this New Hosting Service Agreement entered into by and between the Parties as of the seal or signature date of both Parties with a Ready For Use ("**RFU**") Date to be set by the Customer no sooner than thirty (30) days from the date of the RFU Notice (as hereinafter defined); and

(B) The Customer desires to utilize Whinstone's services and intends operate 5 MW of Miners and immersible equipment on Whinstone's property in Rockdale, Texas.

NOW THEREFORE, the parties hereby agree as follows:

1. DEFINITIONS

1.1. In this Agreement the following words and expressions shall have the meanings set out below. Additional terms may be defined in the context of particular provisions of this Agreement:

"**Agreement**" means these terms and conditions, any orders placed under them, and any amendments or additions or replacements to any of the aforementioned;

"**AUP**" or "**Acceptable Usage Policy**" means Whinstone Acceptable Usage Policy from time to time which, at the date of this Agreement, is set out in a Schedule to this Agreement;

"**Advanced Remote Hands Service**" means repair and maintenance services that require taking Customer Equipment off rack as detailed in Clause 2.4 below;

"**Background IP**" shall have the meaning set out in Clause 6.5 below;

"**Basic Remote Hands Service**" means repair and maintenance services performed without taking Customer Equipment off rack as detailed in Clause 2.3 below;

"**Business Day**" means a day which is not a Saturday, Sunday or a public holiday in the United States;

"**Capital Expenditure**" shall have the meaning ascribed to that term in Clause 3.14.1 below.

"**Confidential Information**" means the terms of this Agreement and all information whether in written or any other form which has been or may be disclosed in the course of the discussions leading up to the entering into or performance of this Agreement and which is identified as confidential or is clearly by its nature confidential including information relating to this Agreement or the Services, data used or generated in the provision of the Services, or any of Customer's products, operations, processes, plans or intentions, know- how, trade secrets, market opportunities, customers and business affairs;

"**Customer Equipment**" means the Customer's Miners and other Customer equipment installed in the Licensed Area;

"**Data Center**" means the Whinstone leased site located at the former Alcoa Rockdale Energy Sandow Mine facility in Rockdale, Texas;

"**Data Center Rules**" means the rules applying to the Customer's use of the Data Center;

"**Data Protection Laws**" means the laws and regulations governing the use of personal data;

"**Defaulting Party**" shall have the meaning set out in Clause 13.2 below;

"**Developed IP**" shall have the meaning set out in Clause 6.5 below;

"**Extended Term**" shall have the meaning set out in Clause 13.1 below;

"**Force Majeure**" means any event beyond the reasonable control of either or both of the parties including but without limitation to war, civil war, armed conflict or acts of terrorism or a public enemy or other catastrophes, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule or regulation or direction coming into force after the date of this Agreement, epidemics, pressure waves caused by devices traveling at supersonic speeds, nuclear accident, and acts of God and strikes, slowdowns, lockouts or other labor stoppages excluding employee(s) of Whinstone affecting third parties which in each case causes either party to be unable to comply with all or a material part of its obligations under this Agreement;

"**Hosting Service**" means service providing electrical power and ventilation to the Customer Equipment as detailed in Clause 2.2 below;

"**Initial Term**" shall have the meaning set out in Clause 13.1 below;

"**Intellectual Property**" means all intellectual property, including patents, utility models, trade and service marks, trade names, domain names, rights in designs, copyrights, moral rights, topography rights, rights in databases, trade secrets and know-how, in all cases whether or not registered or registrable and including registrations and applications for registration of any of these and rights to apply for the same, rights to receive equitable remuneration in respect of any of these and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world;

"**IP Connection Service**" means the connection to the Customer Equipment permitting communication with the Internet as specified in the Service Details;

"**Licensed Area**" means the Building C where the Customer Equipment will be placed;

Doc ID: 0576fab07d364f2cb98c7a9e3e9486c652860cc
RHOD-BK-00015739

"**Maintenance**" means any work carried out by Whinstone in order to upgrade, improve or maintain the Service including any modification, change, addition or replacement which does not detract from, reduce or impair the overall quality or performance of the Service;

"**Miners**" means cryptocurrency mining machines, which are part of the Customer Equipment, which connect using the IP Connection Service and send computation results to the Mining Pool.

"**Mining Pool**" is the pooling of resources by Miners, who share their processing power over a network, to split the reward equally, according to the amount of work they contributed to the probability of finding a block.

"**Services**" collectively means Hosting Service, Basic Remote Hands Service, and Advanced Remote Hands Service, with the Hosting Service and Basic Remote Hands Service provided as needed to the Customer;

"**Service Details**" means service details in the format provided by Whinstone pursuant to which the Customer may request Services;

"**Party**" means Whinstone and the Customer (as the case may be) and shall include their permitted assignees and "**Parties**" shall mean both of them;

"**Pass Through Rate**" shall have the meaning set out in Clause 3.11.2 below;

"**Personal Data**" shall have the meaning as defined under the Data Protection Laws;

"**PPM Agreement**" shall have the meaning set out in Clause 3.11.2 below;

"RFU Date" means the Ready For Use Date, which is the date Whinstone will fully provide the Customer the Services;

"RFU Notice" means the written notice provided by the Customer to Whinstone setting the Ready For Use Date. This RFU Notice shall be provided to Whinstone no less than thirty (30) days prior to the Ready For Use Date set forth in the RFU Notice.

"**Representatives**" means, in relation to any party, its officers, employees and agents;

"**Scheduled Maintenance**" means Maintenance that is: (i) carried out between the hours of 12:00 am to 6:00 am; and (ii) notified to the Customer at least five (5) Business Days in advance;

"**Specified Power Draw**" shall have the meaning set out in Clause 3.13 below;

"**Whinstone Equipment**" means any equipment which is supplied by or on behalf of Whinstone to the Customer for the purpose of providing the Services and includes any equipment specified in Service Details; and

1.2. In the event of any conflict between any of the documents referred to in this Clause 1.2, they shall be given the following order of priority:

1.2.1. the terms of the relevant Service Details;

1.2.2. the terms set out in this Agreement; and

1.2.3. the terms set out in the AUP.

Doc ID: 0576fabd07d3641[illegible]

1.3. In the Agreement:

1.3.1. references to Clauses, paragraphs and subparagraphs are references to clauses, paragraphs, subparagraphs of or to this Agreement;

1.3.2. the headings contained in this Agreement are for convenience only and shall not influence the interpretation of this Agreement;

1.3.3. any reference to a statute, statutory provision, subordinate legislation, code or guideline ("legislation") is a reference to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation.

1.4. Whinstone and the Customer each represents and warrants to each other that it has the power to enter into, exercise its rights under and perform and comply with its obligations under this Agreement and all actions, conditions and things required to be taken, fulfilled and done by it to so enter into, exercise its rights under and perform and comply with its obligations under this Agreement and ensure that those obligations are valid, legally binding and enforceable have been taken, fulfilled and done.

2. SERVICE DESCRIPTION

2.1. Data Center Facilities

2.1.1. Whinstone will provide an installation environment for the Customer Equipment including, but not limited to, the Licensed Area in two buildings, rack systems, electricity supply (including PDU), transforming equipment, free air cooling (including evaporative cooling and single phase liquid cooling), smoke detection, IP Connection Service and physical security. Physical security includes 24-hour patrol, camera security, and a fence around the Licensed Area.

2.1.2. Whinstone shall grant the Customer, free of charge, escorted access to the property in Rockdale, TX for equipment inspections, installation, removal, additions, subtractions or physical maintenance by prior appointment.

2.1.3. With written prior consent of the Customer, Whinstone may relocate the Customer Equipment within the Data Center or to another facility operated by Whinstone provided that there are no changes to the terms of this Agreement. Any such relocation of the Customer Equipment will be carried out by Whinstone. Any costs incurred in relation to such relocation will be borne by Whinstone. The Customer shall reserve the right to inspect the new facility beforehand.

2.1.4. When the Customer visits the property in Rockdale, TX or accesses the Data Center network remotely the Customer shall at all times comply with the Data Center Rules that have been provided to the Customer in advance; provided, however, that the Customer shall only be obligated to comply with such Data Center Rules to the extent that they are reasonable. Whinstone shall provide the Customer a copy of the Data Center Rules and shall send a new copy if there are any changes made therein.

2.1.5. Whinstone represents and warrants that building or other permits, city inspection, or certification is not required with regard to providing services under this Agreement.

2.1.6. Whinstone represents and warrants that the Data Center has been certified by the Texas Comptroller of Public Accounts as, and is presently publicly registered with the Texas Comptroller as a "Qualifying Data Center" within the meaning of the Texas Tax Code Section 151.359 and the rules promulgated thereunder, and, as such, is entitled to claim an exemption from the Texas state sales tax for qualifying purchases. Whinstone

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c652860acc
RHOD-BK-00015741

covenants and agrees that the Data Center shall remain certified by and publicly registered with the Texas Comptroller as a "Qualifying Data Center" during and throughout the Initial Term.

2.2. Overview of Hosting Service

Whinstone shall be responsible for the following:

2.2.1. License of the Licensed Area.

2.2.2. Provision of the cabling for a connection to the IP Connection Service by way of a CAT 5e Ethernet cable.

2.2.3. Escorted access by the Customer's employees to the Customer Equipment at any time from 10 am to 5 pm Monday through Friday.

2.2.4. Monitored alarm and security call out service.

2.2.5. Physical Security: The facility will be surrounded by fencing and monitored by security cameras. Whinstone shall implement access control policies to ensure non-authorized persons are not able to enter the facility. Armed personnel will be onsite at all times.

2.2.6. IT Security: Whinstone will install a firewall and implement an IT security policy to prevent unauthorized access physically or remotely, viruses and ransomware. However, the Customer shall have the right to install its own firewall and implement its own security policies in the place of or in addition to Whinstone as mutually agreed to by both parties.

2.2.7. Fire detection and alarm system.

2.2.8. Equipment parts storage and inventory management.

2.2.9. After the RFU Date, acceptance of delivery of the Customer Equipment between 10:00 am to 4:00 pm on Business Days, subject to two (2) Business Days' notice to Whinstone, to be stored prior to installation.

2.2.10. Whinstone will be solely responsible for handling any complaints from third parties with respect to the noise from the Customer Equipment and shall hold the Customer harmless from any responsibility or costs arising out of or in relation to such complaints.

2.2.11. Whinstone will install all Customer Equipment on the data center racks, provide power and internet connection within thirty days of RFU Date. Installation includes unpacking, assembly and installation, LAN cable and power connection, initial setting, and garbage disposal.

2.2.12. Whinstone will provide stable power supply to the Customer's equipment at 240V. The equipment's power consumption may be adjusted by following instructions from the manufacturer. Whinstone will comply with any request from the Customer to adjust the power consumption if the total power consumption of all Customer equipment does not exceed the Specified Power Draw, or fall below eighty percent (80%) of the Specified Power Draw, unless both Parties mutually agree to do so.

2.2.13. Whinstone will follow the Service Level Agreement in Clause 4 and make its best efforts to ensure:

i. Average air intake temperature into the Customer's Miners is not greater than 30 degrees Celsius by maintaining sufficient airflow, preventing mixing of cool and

Doc ID: 0576fabd97d3641b2b98c7a9e3a9486c652860cc
RHOD-BK-00015742

hot exhaust air from the equipment in the data center, and using evaporative cooling;

ii. Filters are used in the air intake system of the data center facility, and the air inside the data center is free of dust, insects, corrosion, precipitation and condensation.

iii. Intake and exhaust fans are free of obstruction or debris.

2.2.14. Whinstone will label all the Customer Equipment, cables, replacement parts to track inventory, replacement parts, and to make Basic Remote Hand Service the most efficient.

i. Whinstone will reference Miners with a unique identifiable identification number when giving reports to the Customer;

ii. For equipment other than Miners which may not have a unique ID number, Whinstone will properly label and store the equipment separate from other customers in the data center.

2.2.15. Whinstone will provide monthly reports to the Customer. These reports shall contain a summary of monthly power draw as measured from power consumption meters and include appropriate billing owed to Whinstone by the Customer.

2.2.16. Whinstone will provide Basic Remote Hands Service at no extra charge as outlined in Clause 2.3.1 and will offer Advanced Remote Hands Service for additional cost as outlined in Clause 2.4.1.

2.2.17. Customers may inspect the site before shipping its equipment and supplies to bring the Customer's Miners online. Upon completion of the inspection, the Customer may reduce the Specified Power Draw cited in Clause 3.12.1 if the site does not meet Customer's expectations and reduce the Advanced Remote Hands Service fee by the same proportionate amount as the reduction of Specified Power Draw.

2.3. Basic Remote Hands Service

2.3.1. Basic Remote Hands Service is available twenty-four (24) hours a day, seven (7) days a week. Where requested by the Customer, Whinstone staff shall be available to perform the following tasks only on the instructions of the Customer in respect of the Customer Equipment:

i. Remote monitoring of equipment performance and status;

ii. Remote fault diagnosis;

iii. Pushing a button;

iv. Switching a toggle;

v. Power cycling (turning on/off) the Customer Equipment;

vi. Re-setting, rebooting the Customer Equipment;

vii. Securing cabling to connections

viii. Observing, describing and/or reporting to the Customer indicator lights or display information on machines or consoles;

ix. Cable organization;

Doc ID: 0576bfab07d364f2b98c7a9e3e9486c52860acc0576fabe9662f4f22be8c744ce0855a4d73f0da
RHOD-BK-00015743

x. Modifying basic cable layout, labelling and/or re-labelling of the Customer Equipment;

xi. Cable patching;

xii. Checking alarms for faults; and/or

xiii. Inserting/removing discs or equivalent storage devices into/ from the Customer Equipment.

2.4. Advance Remote Hands Service

2.4.1. The following Advanced Remote Hands Services are not included in the Basic Remote Hands Service but may be provided by Whinstone to the Customer on a best effort basis. Unless explicitly expressed in Clause 2.3.1, in cases of ambiguity between Advanced Remote Hands Services and Basic Remote Hands Services, Advanced Remote Hands Services shall come into effect if the Customer Equipment must be taken off the rack:

i. Installing applications or software to the Customer Equipment;

ii. Uploading of data to the Customer Equipment;

iii. Configuring the Customer Equipment operating system;

iv. Configuring any software or applications on the Customer Equipment;

v. Customer Equipment component fault diagnosis;

vi. Software component fault diagnosis;

vii. Rectifying problems caused by the Customer Equipment or software;

viii. Rectifying problems caused by the Customer; or

ix. Any service whatsoever requiring the opening of the outer casing of any of the Customer Equipment.

2.4.2. Communication for Advance Remote Hands Service shall be done via email or Whinstone's ticketing system. Whinstone will follow the Service Level Agreement as well as the work schedule specified in Clause 4.

2.4.3. Advanced Remote Hands Service shall be provided by Whinstone to the Customer for a fixed monthly fee as detailed in Clause 3.12, separately from Hosting Fees which includes only the Basic Remote Hands Service.

3. CHARGES AND PAYMENTS

3.1. In consideration of the provision of the Services, the Customer shall pay charges in accordance with this Clause 3.

3.2. Whinstone shall issue a monthly invoice to the Customer no later than the tenth day of the following month containing all charges and fees for providing the Services under this contract, including the Hosting Fees prepayment under 3.11.2. The Customer shall pay the undisputed amounts of such invoice no later than the last day of the month in which the Customer receives it.

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015744

3.3. If the Customer requests Whinstone to provide any services other than contemplated in this Agreement, Whinstone shall be entitled to invoice the Customer for any and all changes to such services pursuant to the agreement between the parties.

3.4. If either Party fails to pay any amount owed under this Agreement by the dates set forth herein:

3.4.1. The Party to receive payment shall be entitled but not obliged to charge the Customer interest at a rate of 5% per year on the overdue amount commencing 14 business days after the due date up to the date of actual payment.

3.4.2. Actual power consumption is measured at the end of each month, and a credit or debit is applied toward the next hosting fee prepayment invoice. If the credit or debit is not paid or applied on that invoice, the Party to receive payment shall be entitled but not obliged to charge the other Party interest 5% per year on the overdue amount commencing 14 business days after the due date of the invoice to the date of actual payment.

3.5. All charges and payments referred to in this Agreement are inclusive of sales tax (if applicable) and all similar taxes and duties payable in respect of such payments. To the extent that additional tax is properly chargeable to the Customer, the Customer shall pay at the time that the payment becomes due.

3.6. All amounts due under this Agreement shall be paid in accordance with all work performed and services provided. In the event that the Parties change the scope of the services, Whinstone and the Customer will agree on all billing changes and handle each credit or debit once there is a mutual agreed amount.

3.7. In the event of any failure by either Party to make full payment to the other Party of any and all amounts due pursuant to this Agreement, the Party owing payment shall be responsible for all costs and expenses which the other Party reasonably incurs in collecting such amounts.

3.8. The Parties may combine charges and invoices and offset any amounts owed to the other Party.

3.9. This Clause intentionally left blank.

3.10. Installation Fees

3.10.1. This Clause intentionally left blank.

3.10.2. Installation is considered complete when the Miner is seen remotely connecting to the Mining Pool and sending computation. In cases of faulty equipment, installation will be considered complete when Whinstone diagnoses the fault, sends a report to the Customer, and completes installation of alternative equipment.

3.10.3. This Clause intentionally left blank.

3.11. Hosting Fees

3.11.1. The Hosting Fees cover all services and items specified in this Agreement except for Advanced Remote Hands Service in Clause 3.12 and is calculated based on the power consumption of the Customer Equipment and shall not include Whinstone's own equipment (PUE) or the equipment of Whinstone's other customers.

3.11.2. The Hosting Fee rate is the lesser of either (i) $0.01705 USD or (ii) the "Pass Through Rate" as hereinafter defined. As used herein, the "**Pass Through Rate**" is defined as the lesser of either (i) the "Net Effective Rate" as that rate is defined and calculated in the

Doc ID: 0576bfab07d364f2b98c7a9e3e9486c652860cc
RHOD-BK-00015745

Pro Forma Pricing Model attached as Attachment C to that certain Power Services Agreement entered into by and between Whinstone and Priority Power Management LLC on April 3, 2020 (the "**PPM Agreement**") or (ii) the exact price at which Whinstone is billed monthly for electricity provided to Customer per kilowatt-hour. The Hosting Fee rate shall remain unchanged for 3 (three) consecutive years under any Extended Term under Clause 13.1. Whinstone will install power consumption meters at the transformers.

3.11.3. Whinstone, to the best of its knowledge, confirms that the "Pass Through Rate" is presently $14.74 per Megawatt Hour as shown in the Pro Forma Pricing Model attached as Attachment C to the PPM Agreement, a materially accurate copy of which is attached hereto as Exhibit "1". Customer understands that this rate is variable.

3.11.4. Hosting Fee rate = $17.05 per Megawatt Hour or lower depending on the "Pass Through Rate" for 3 years, with the option to renew for the remainder of the Initial Term at the same pre-agreed upon terms seen in 3.11.2, in one year increments. Whinstone will invoice a 5,000 kW upon deployment of the Customer Equipment. Whinstone will require the payment to be made fifteen days prior to powering the Licensed Area.

3.12. Advanced Remote Hands Service Fee

3.12.1. Whinstone will invoice the Customer a fixed monthly fee of $1,667.00 (USD) for the Advanced Remote Hands Services based on a scale of 1317 Miners, or 5mW equivalent. Whinstone will invoice Advanced Remote Hands Services together with the Hosting Fees and the applicable period for services rendered shall be the same month as the Hosting Fees unless otherwise specified. Notwithstanding the prior sentence, until all Specified Power Draw is provided, and all the Miners have been installed, Whinstone will invoice the Customer for Advanced Remote Hands Services based on the average number of installed Miners during the prior month. This fixed monthly fee will be credited towards Customer's power bill in the result that there is greater than or equal to eighty percent (80%) of the Specified Power Draw at the rate specified in Clause 3.11.1

3.12.2. Whinstone will adhere to all sections of the Service Level Agreement in Clause 4 as well as those specifically detailed for the Advanced Remote Hands Service.

3.12.3. In the likely result that the Advanced Remote Hands Service Fee is not necessary for Customer because they are monitoring their own systems with on-site staff, Customer will elect, in writing, that this service is no longer needed. Upon election and acceptance from Whinstone, this fixed monthly fee will be waived indefinitely.

3.13. Specified Power Draw

3.13.1. Whinstone will provide the Customer with at least 5,000 kW (5) MW of power available for the Services by the RFU Date. As a minimum commitment, regardless of power consumption, the Customer shall pay for Hosting Fees for greater than or equal to eighty percent (80%) of the Specified Power Draw at the rate specified in Clause 3.11.1.

3.13.2. Customer and Whinstone agree, to the best of their ability, to be fair in negotiations and working to a mutually beneficial decision in the result of unforeseen circumstances.

For Purpose of Example and Reference, a cost of power calculation has been provided below based on $17.05/mWh ($0.01705/kWh), the "Hosting Fee rate"

30-day month: 5,000 kW * Hosting Fee * 24 hours * 30days = $61,380.00
31-day month: 5,000kW * Hosting Fee * 24 hours * 31days = $63,426.00

3.13.3. If Whinstone determines that the over-usage of power cannot be reasonably permitted, Whinstone reserves the right to require the Customer to remove or deactivate sufficient

Doc ID: 0576fabd07d3641[illegible]

Customer Equipment to prevent such over-usage within 24 hours of notification, which will describe in detail the reasons for the removal or deactivation. Whinstone shall consult with the Customer in good faith before determining to remove or deactivate.

3.14. The Customer will pay to Whinstone the "Capital Expenditure" (as defined in the following sentence) not to exceed $800,000. The Capital Expenditure shall be paid in full to Whinstone no later than five (5) business days after the RFU Notice is provided. The "**Capital Expenditure**" is defined as the lesser of either (i) the actual costs of construction and buildout of the infrastructure, building and power requirements of the Licensed Area or (ii) Eight Hundred Thousand U.S. Dollars ($800,000.00 USD). No later than thirty (30) days after the the RFU date, Whinstone shall provide to Customer a full accounting of the actual costs of construction and buildout of the infrastructure, building and power requirements of the Licensed Area along with accurate receipts, bookkeeping, and proof of purchase for all invoices exceeding $5,000 per line item.

3.15. This Clause intentionally left blank.

3.16. Whinstone agrees that all costs of construction and buildout of the infrastructure, building and power requirements of the Licensed Area greater than $800,000 will be at the sole cost and expense of Whinstone. Whinstone agrees that, in the result of which this $800,000 is more than necessary for the Capital Expenditure, Whinstone will refund the remaining funds to Customer.

3.17. Whinstone represents and warrants that the Capital Expenditure and Hosting Fees shall be exempt from Texas state sales tax because the expenditures for which the Capital Expenditure and Hosting Fees will be allocated are qualifying purchases for a "qualifying data center" within the meaning of Texas Tax Code Section 151.359 and the rules promulgated thereunder. In the event that, at any time during the Initial Term, any Texas state sales tax should be assessed on any portion of the Capital Expenditure or any portion of the Hosting Fees, Whinstone shall pay such Texas state sales tax solely from its own funds and shall indemnify and hold harmless the Customer from any and all liability, charges, costs, assessments, fees, fines, penalties and interest arising out of such assessment.

3.18. Whinstone agrees that the Capital Expenditure allows Customer complete use of the Licensed Area for a continuous, uninterrupted period of ten (10) years, unless otherwise mutually agreed upon by both Parties in writing at a later date.

4. OPERATIONS AND SERVICE LEVEL AGREEMENT ("SLA")

4.1. Whinstone reserves the right to vary the technical specifications of the Services where necessary for operational reasons and without detracting from, reducing or impairing the overall quality or performance of the Services, after giving reasonable written notice to the Customer (except in the case of an emergency where notice is not possible; provided, however, that in such case, Whinstone shall provide notice to the Customer then as soon as reasonably possible).

4.2. Without prejudice to Clause 4.1, Whinstone reserves the right to, after providing the Customer with reasonable advance written notice (provided, however, that in the event of an emergency, as soon as reasonably possible) at any time to make any change, addition to or replacement of any part of the Services where this is required to conform with any applicable safety, statutory or legal requirement, provided that this does not detract from, reduce or impair the overall quality or performance of the Services.

4.3. The Customer may report any claims including failures of performance of the Services by Whinstone to the Whinstone support center at any time. Whinstone shall take all actions necessary to remedy such failures as soon as possible.

Doc ID: 0576bfab07d364f2cb98c7a9e3e9486c52860acc
RHOD-BK-00015747

4.4. Interface or access to inventory, monitoring and Hashtrend software is provided to the Customer at no additional charge.

4.5. Uptime Guarantee

4.5.1. Whinstone guarantees an uptime percentage (percentage of time to maintain uninterrupted performance of the total Customer Equipment) of 96.35% and no more than 6 days of planned downtime due to loss of power, construction, or network outage.

4.5.2. Whinstone will not charge Customer for any power cost during the period of which there is interrupted performance of the total Customer Equipment.

4.5.3. Whinstone will give at least twenty-four (24) hours advance notice to the Customer via email before any datacenter downtime, or any downtime affecting more than one hundred (100) machines at one time.

4.5.4. If any unplanned event causes more than 10% of equipment to go offline, Whinstone will acknowledge the alert within 1 hour and report immediately to the Customer. Whinstone will attempt to begin remedy of the issue within 1 hour of alert acknowledgement and shall provide a full incident report within 5 business days of alert acknowledgement to the Customer.

4.6. Performance Guarantee

4.6.1. Whinstone will perform maintenance and repairs to ensure the total daily average hashrate of all machines does not fall by more than 5% below the Customer Equipment manufacturer's specified range.

4.6.2. If total hourly average hashrate of all Customer Equipment falls more than 10% compared to the previous hour, Whinstone will respond to the incident within 1 hour and provide a full incident report within 5 business days of the incident to the Customer.

4.6.3. Whinstone will make the best effort to employ a monitoring system to monitor uptime, performance and other machine metrics.

4.6.4. Whinstone shall maintain average hashrate overall for Customer Equipment within the tolerance range of the equipment manufacturer's specifications.

4.6.5. Whinstone shall acknowledge alerts from its monitoring system within 30 minutes and respond within 1 hour. If the problem cannot be corrected, the Customer Equipment affected will be place in a maintenance queue and reported to the Customer by the next business day.

4.6.6. Whinstone will reply to notices from the Customer on the same business day.

4.6.7. Whinstone shall maintain an intake temperature suitable for proper operation of the machines. If any machines do overheat, Whinstone shall turn them off as soon as possible and report the issue to the Customer.

4.7. Advanced Remote Hands Service

4.7.1. Whinstone will provide Advanced Remote Hands Service from 9 am to 9 pm, seven days a week. This service includes repairs, unracking/racking units, and replacement of parts such as hashboards, fans, controller boards.

Doc ID: 0576fabd07d364f2cb98c7a9e3e9486c52860acc
RHOD-BK-00015748

4.7.2. If the hourly hashrate performance of a single Miner drops more than 10%, Whinstone will respond within 30 minutes, and attempt to repair or replace faulty parts and components within 1 hour. If the issue cannot be resolved within 1 hour, Whinstone will place the equipment into a maintenance repair queue.

4.7.3. Whinstone shall reduce the maintenance repair queue at all times it is not responding to any incidents.

4.8. Whinstone will sell electricity in lieu of providing electricity to the Customer if the Ercot Market profitability exceeds the 250% of the contract price. The profit will be distributed 100% to the Customer.

5. WHITELABELING OF SERVICES

The Customer may white label the Services and arrangements under this Agreement on a back-to-back basis to specifically named third parties upon thirty-day notification to Whinstone, and Whinstone shall accept such execution of this right provided there are no changes to the terms of this Agreement. Any requested changes to warranties, representations, obligations, or service levels to be provided by Whinstone shall be negotiated in good faith by the Parties. Unless prior arrangement is made, the Customer shall be responsible for billing and collection associated with any white label offering.

6. OWNERSHIP AND INTELLECTUAL PROPERTY

6.1. The Parties acknowledge and agree that the Customer Equipment is the sole property of the Customer. In no event shall Whinstone claim ownership of any of the equipment.

6.2. The Parties acknowledge and agree that any outcomes or productivities, including but not limited to, block chains, hash and digital currencies, generated from the operation of the equipment are the sole property of the Customer. In no event shall Whinstone claim the ownership of any of such outcomes or productivities.

6.3. Whinstone shall not sell or create any mortgage, lien, or any kind of encumbrance on the Customer Equipment, the Intellectual Property, or any outcomes or productivities owned by the Customer.

6.4. The Customer will have a non-transferable license to use any IP address allocated by Whinstone to the Customer for the duration of this Agreement. If this Agreement is terminated for any reason, the Customer's license to use the IP address shall automatically terminate.

6.5. Customer owns any Developed IP. "**Developed IP**" means any intellectual property other than Background IP created or discovered by the Parties in connection with this Agreement, including without limitation any reports Whinstone provides to Customer. "**Background IP**" means all intellectual property owned or licensed by a Party before starting services under this Agreement or independent of services under this Agreement. The Developed IP is a work made for hire for the Customer to the extent permitted by applicable law, and Customer retains all intellectual property rights in the Developed IP. To the extent that Whinstone or its personnel own any rights in the Developed IP, Whinstone assigns, or will procure the assignment of, all rights, title, and interest in the Developed IP to Customer. If applicable law prevents future assignments, Whinstone will assign, or will procure the assignment of, such rights as these are created. If applicable law prevents Whinstone from transferring ownership of any

Doc ID: 0576bfab07d364f2b98c7a9e3e9486c52860acc
0576fabe07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015749

Developed IP to Customer, Whinstone grants Customer a perpetual, irrevocable, exclusive, royalty-free, fully-paid, transferable, worldwide license, with the right to sublicense, to: (1) reproduce, prepare derivative works of, distribute, publicly perform, publicly display, and otherwise use such Developed IP; and (2) make, use, sell, offer for sale, import, export any component of, and otherwise dispose of such Developed IP. This agreement does not transfer any rights associated with Background IP, which will remain vested with their owners.

6.6 Whinstone will defend Customer and its affiliates, and indemnify them against liabilities in any third-party legal proceeding to the extent arising from an unaffiliated third party's allegation that Customer or its affiliate's use of the Services or any deliverable under this Agreement from Whinstone infringes or misappropriates the third party's Intellectual Property Rights.

7. CONFIDENTIALITY

7.1. The parties agree that Confidential Information:

7.1.1. shall be used solely for the purpose for which it was furnished in connection with performance of this Agreement;

7.1.2. shall be maintained in strict confidence and shall not be disclosed to third parties, provided, however, that Whinstone and the Customer may disclose Confidential Information to their respective affiliates and sub-contractors and their respective employees who need to have access to such Confidential Information for the purposes of providing the Services on the condition that Whinstone and the Customer shall procure compliance by such sub-contractors or affiliates and their respective employees with the terms of this Clause 7; provided, however, that Whinstone and the Customer shall be responsible for any breach of the obligations set forth in this Clause 7 by such sub-contractors or affiliates and their respective employees; and

7.1.3. upon termination of this Agreement shall be returned to the disclosing Party, together with all copies, or (at the disclosing Party's option) destroyed.

7.2. Any disclosure of Confidential Information permitted under Clause 7.1.2 shall be in confidence, and only be to the extent that any persons to whom the information is disclosed need to know the same for the performance of their duties and the receiving Party shall be obliged to procure that all such persons are aware of the obligation of confidentiality and undertake to comply with it.

7.3. The obligations of confidentiality and restricted use set out in Clauses 7.1 and 7.2 are not applicable to Confidential Information that:

7.3.1. was previously or becomes known to the receiving Party, free from any obligation to keep the same confidential (provided that Confidential Information disclosed in contemplation of the provision of the Services shall still remain subject to such obligations);

7.3.2. is or becomes generally available to the public, other than as a direct or indirect result of unauthorized disclosure by the receiving Party, its affiliates or a person engaged by the receiving Party or its affiliates contrary to their respective obligations of confidentiality;

7.3.3. is shown to have been independently developed by the receiving Party, its officers, employees, agents or contractors;

7.3.4. the Parties agree in writing that it need not be kept confidential; or

Doc ID: 0576bfab07d364f2b98c7a9e3e9486c652860acc
RHOD-BK-00015750

7.3.5. is required to be disclosed by law or by regulation or by the order of any governmental authority or court provided that, to the extent permitted by law, prior to any disclosure, the receiving Party notifies the disclosing Party of the information to be disclosed and the circumstances in which the disclosure is alleged to be required as early as reasonably possible before such disclosure must be made and, at the disclosing Party's request and cost, assists the disclosing Party in avoiding or limiting any such disclosure.

7.4. Without prejudice to any other rights and remedies that the disclosing Party may have, the receiving Party agrees that if Confidential Information is used or disclosed or threatened to be used or disclosed other than in accordance with the terms of this Agreement, the disclosing Party shall, without proof of special damage, be entitled to seek an injunction, specific performance or other equitable relief for any actual or threatened breach of this Clause 7.

7.5. Notwithstanding Clause 7.1, Whinstone will request in writing to the Customer and request the Customer to participate in its advertising and/or promotional literature and other materials. The Customer has the right to opt out of any and all advertising request.

7.6. In order for Whinstone to provide the Services, the Customer will need to supply certain information or data. Where such information or data constitutes Personal Data, Whinstone will comply with the Data Protection Laws. The Parties shall duly observe and comply with all their obligations under the Data Protection Laws in relation to any Personal Data processed in connection with this Agreement and shall render such assistance and cooperation as is reasonably necessary or reasonably requested by the other Party in respect thereto.

7.7. It shall be the Customer’s responsibility to keep any Personal Data provided to Whinstone up to date and the Customer warrants and undertakes to Whinstone that all of its Personal Data and contact details are accurate and complete.

7.8. Whinstone may pass the Customer’s Personal Data to Whinstone affiliates and to any third-party suppliers Whinstone may use to provide services that involve processing data on Whinstone’s behalf for the purpose of providing the Services and as contemplated by the terms of this Agreement; provided, however, that Whinstone shall be responsible for any breach of the obligations set forth in this Clause 7 by such affiliates and third party suppliers.

8. LIABILITY, REPRESENTATIONS, WARRANTIES, AND INDEMNIFICATIONS

8.1. Both Parties represent and warrant that they have the right and capacity to enter into this Agreement and fully perform their respective obligations hereunder;

8.2. Whinstone shall perform the Services as described herein and shall provide the Services in a professional manner consistent with industry standards.

8.3. Whinstone hereby agrees to indemnify and hold harmless the Customer and any of its managers, owners, successors, licensees and assignees, from any and all losses, costs, liabilities, damages and expenses, including but not limited to, reasonable attorney fees resulting from any breach of any obligations, representation, warranty and/or covenant under this Agreement. Notwithstanding any provisions herein, Whinstone agrees to indemnify the Customer for any losses directly or indirectly caused by negligence or intentional or willful misconduct of Whinstone in its performance of obligations under this Agreement, including but not limited to, faulty operations, bad design, or misuse of the facilities in the datacenter.

Doc ID: 0576bfab07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015751

8.4. If electrical supply is suspended for five (5) or more consecutive days, or more than seven (7) days in any twelve (12) month period due to any cause other than due to Force Majeure event, the Customer is entitled to suspend or terminate this Agreement by giving a written notice to Whinstone. Written notice will be signed and emailed to Whinstone, and a physical copy will be sent to Whinstone's registered address. The timestamp of the email will be considered the date of the receipt of such notice. If the Customer terminates this Agreement for the aforementioned reason, Whinstone shall pay for the costs to decommission, clean, package onto pallets and for the shipping cost to transport all Customer's Customer Equipment to a new location.

8.5. Neither Party excludes or limits its liability to the other Party for:

8.5.1. death or personal injury caused by its negligence;

8.5.2. fraud or fraudulent misrepresentation.

8.6. Subject to Clauses 6, 8.5, 8.7, and claims for outstanding payment, the aggregate liability of each Party to the other in contract, tort (including negligence), for breach of a statutory duty or otherwise arising under or in connection with this Agreement or its subject matter shall be limited to a sum equal to the greater of: (i) the aggregate charges payable by the Customer to Whinstone in the twelve-month period immediately prior to the date on which the cause of action first arose or, if the Agreement had been in force for less than twelve months at that date, the annualized amount of the charges payable by that date; and (ii) USD $250,000.

8.7. Subject to Clause 8.5 but notwithstanding anything else in this Agreement, the aggregate liability of:

8.7.1. the Customer to Whinstone for damage to property, in contract, (including negligence) or otherwise arising under or in connection with this Agreement shall be limited to a sum equal to the aggregate charges payable by the Customer to Whinstone in the twelve-month period immediately prior to the date on which the cause of action first arose or, if the Agreement has been in force for less than twelve months on such date, the annualized amount of the charges payable by that date; and

8.7.2. Whinstone to the Customer for damage to property, in contract, tort (including negligence) or otherwise arising under or in connection with this Agreement shall be limited to a sum equal to the aggregate charges payable by the Customer to Whinstone in the twelve-month period immediately prior to the date on which the cause of action first arose or, if the Agreement has been in force for less than twelve months on such date, the annualized amount of the charges payable by that date.

8.8. In no event will Whinstone have any liability for non-provision or delay in the provision of the Services which:

8.8.1. can be reasonably attributed to the acts or omissions of the Customer, its affiliates, employees, workers, sub-contractors, agents or customers including but not limited to failure to provide complete, accurate information in a timely manner for Whinstone;

8.8.2. arises from or as a consequence of use of the Services other than in accordance with the express terms of this Agreement; and/or

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c652860cc
RHOD-BK-00015752

8.8.3. occurs during any period of suspension in accordance with Clause 12, provided, however, that this Clause 8.8 shall not apply in the case of willful misconduct or negligence by Whinstone, its affiliates, employees, workers, sub-contractors or agents.

8.9. The Customer acknowledges that Whinstone would not enter into this Agreement at the prices herein without the foregoing limitations of liability. Each Party acknowledges that the allocation of risk in this Agreement (including the exclusions and limitations set out in this Clause 8) has been freely negotiated at arm's length and is regarded by it as reasonable. The Customer acknowledges that it has had an opportunity to consider adequate insurance cover and to obtain professional advice in relation to this Clause 8.

8.10. Whinstone shall not be liable for any claim arising under this Agreement unless the Customer gives Whinstone written notice of the claim within twelve months of becoming aware of the circumstances giving rise to the claim.

8.11. Whinstone shall maintain minimum general business liability insurance in the amount of ten million US Dollars per occurrence or replacement value of the Customer's Customer Equipment, whichever is lower. This coverage will not include business income interruption coverage. The Customer is responsible for insuring their equipment and business income interruption insurance.

8.12. Whinstone represents to the Customer that it has secured rights to at least 100 acres of leased land for two years for the Data Center and secured for commercial access up to one (1) gigawatt of aggregated electricity that can be delivered to the Data Center, of which a portion of that may be incrementally offered to the Customer under an Extended Term.

9. ASSIGNMENT

9.1. This Agreement and all rights and obligations hereunder, in whole or in part, may be assigned or transferred by the Customer without the prior written consent of Whinstone. The Customer shall provide prompt written notice to Whinstone of any such assignment or transfer. Following such assignment or transfer, but provided that the Customer has provided written notice thereof to Whinstone, (i) the assignee or transferee shall assume and be liable to Whinstone for the full and faithful performance of all of the Customer's obligations under this Agreement and be considered the "Customer" for all purposes under this Agreement and (ii) Rhodium JV LLC shall have no further liability to Whinstone..

9.2. Whinstone may, upon receipt of the Customer's prior written consent, assign, sub-license or deal in any other manner with this Agreement or any rights under the Agreement, or sub-contract any or all of any or all of obligations under this Agreement to one or more of its affiliates or to any third party upon a sale of all or substantially all of its assets and will provide notice to the Customer of any such assignment, provided, however, that the Customer is provided with the Services under the same terms and conditions as those of this Agreement until the expiration of the Initial Term or the relevant Extended Term, as the case may be, of this Agreement.

10. FORCE MAJEURE

10.1. Neither Party shall in any circumstances be liable to the other for any loss of any kind whatsoever including any damages whether directly or indirectly caused or incurred by the

Doc ID: 0576bfab07d364f2b98c7a9e3e9486c52860acc
0576bfab07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015753

other Party by reason of any failure or delay in the performance of its obligations hereunder which is due to Force Majeure.

10.2. If either of the Parties becomes aware of circumstances of Force Majeure which give rise to or which are likely to prevent the performance of any obligations on its part, it shall as soon as reasonably possible and in any event within five (5) Business Days after commencement of the Force Majeure serve notice in writing on the other Party specifying the nature and extent of the circumstances giving rise to Force Majeure.

10.3. If either Party is prevented from performance of substantially all of its obligations by Force Majeure for more than two (2) months in total, the other Party may terminate this Agreement by giving notice in writing to the other Party at any time, in which case neither Party shall have any liability to the other except that rights and liabilities which accrued prior to such termination shall continue to subsist.

11. NOTICES

11.1. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt, or (a) personal delivery to the Party to be notified, (b) when sent, if sent by electronic mail or facsimile during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the respective Parties at their address as set forth below, or to such e-mail address, as subsequently modified by written notice given in accordance with this Clause 11 herein:

11.2. The addresses of the parties for the purposes of Clause 11.1 are:

11.2.1. Whinstone US, Inc.

2721 Charles Martin Hall Road
Rockdale, Texas 76567
Marked for the attention of: Lyle Theriot
Email: Lyle.Theriot@whinstone.us
Attention: Lyle Theriot

11.2.2. Rhodium JV LLC.

7546 Pebble Drive
Fort Worth, Texas 76118
Marked for the attention of: Cameron Blackmon
Email: cameronblackmon@imperiumpartners.io
Attention: Cameron Blackmon

11.3. In proving service, it shall be sufficient to prove that the envelope containing such notice was addressed to the address of the relevant party set out in Clause 11.2 (or as otherwise notified by that party under this Clause) and delivered to that address.

12. SUSPENSION OF SERVICE

12.1. Whinstone reserves the right to suspend the Services for the following reasons:

12.1.1. to carry out Maintenance with the prior written consent of the Customer;

Doc ID: 0876fa8e96d27d42be8c744ce8858a4d38e6cc
RHOD-BK-00015754

12.1.2. to make any modification, change, addition to, or replacement of, the Whinstone Equipment or any part of the IP Connection Service or the Services where this is required to conform with any applicable safety, statutory or legal requirements, provided that such modification, change, addition or replacement does not detract from, reduce or impair the overall quality or performance of the Services with prior written consent of the Customer;

12.1.3. where the Customer fails to pay any undisputed Charges in accordance with Clause 3;

12.1.4. where Whinstone is obliged to comply with an order, instruction or request of Government, court, law enforcement agency or other competent administrative or regulatory authority, in which case Whinstone shall provide notice to the Customer as soon as possible, and cooperate with the Customer to mitigate losses or take other appropriate actions;

12.1.5. in an emergency; or

12.1.6. where Whinstone has reason to terminate this Agreement in accordance with its terms.

12.2. Where suspension of the Services is necessary in accordance with the provisions of Clause 12.1.2, Whinstone will carry out such work as Scheduled Maintenance but in circumstances where this is not possible, Whinstone shall use all reasonable endeavors to perform such work between the hours of midnight and 6am and shall restore the Services as soon as reasonably practical in the circumstances.

12.3. If Whinstone exercises its right of suspension under this Clause, this will not exclude its right to terminate this Agreement later in respect of that or any other event, nor will it prevent Whinstone claiming damages from the Customer in respect of any breach.

13. TERMINATION

13.1. This Agreement shall commence on the Effective Date and shall continue for a period of One hundred twenty (120) months from the RFU Date ("**Initial Term**") unless and until terminated in accordance with this Clause 13.

This Agreement shall be automatically extended for a period of 12 months ("**Extended Term**") at the end of the Initial Term and at the end of each Extended Term. The Customer can terminate the contract at the end of the twelfth month of the Initial Term or any Extended Term with no penalty by notifying Whinstone in writing sixty (60) days prior to the end of the contract. Unless notified in writing of termination by the Customer as mentioned above, the Customer contract will renew automatically for an additional twelve (12) months under the same conditions.

13.2. Customer Elected Termination. Whinstone understands and agrees that the Customer shall have the right to elect not to provide a RFU Notice in relation to this Agreement. If no RFU Notice is provided to Whinstone prior to June 1, 2028, this Agreement shall be considered terminated with immediate effect and any rights or obligations of either Party under this Agreement shall be null and void.

13.3. Termination for Cause. Either party (the "**Non-Defaulting Party**") may terminate this Agreement (without prejudice to its other rights and remedies) with immediate effect by written notice to the other party (the "**Defaulting Party**") if:

13.3.1. the Defaulting Party commits a material breach of any of its material obligations under this Agreement (including failing to pay any sums payable under this Agreement by the due date) and if the breach is capable of remedy, fails to remedy it during the period of 30

Doc ID: 0576bfab07d364f2cb98c7a9e3e9486c52860cc
0576bfab07d364f2cb98c7a9e3e9486c52860cc
RHOD-BK-00015755

days starting on the date of receipt of notice from the Non- Defaulting Party specifying the breach and requiring it to be remedied; or

13.3.2. the Defaulting Party becomes insolvent including being unable to pay its debts as they fall due and/or that the value of its assets is less than the amount of its liabilities, taking into account its contingent and prospective liabilities, proposes an individual, company or partnership voluntary arrangement, has a receiver, administrator or manager appointed over the whole or any part of its business or assets; if any petition shall be presented, order shall be made or resolution passed for its winding up (except for the purpose of a bona fide amalgamation or reconstruction), bankruptcy or dissolution (including the appointment of provisional liquidators/interim receivers or special managers); if it shall otherwise propose or enter into any composition or arrangement with its creditors or any class of them; if it ceases or threatens to cease to carry on business or if it claims the benefit of any statutory moratorium; or

13.3.3. the Defaulting Party suffers, or there occurs in relation to that party, any event which is analogous to any of the events referred to in Clause 13.2.2 in any part of the world.

13.3.4. In the case that the Customer terminates this Agreement due to Whinstone's failure to cure a default, or the matters specified in Clause 13.3 or 13.4, Whinstone will pay for the costs to decommission, clean, package onto pallets and ship the Customer equipment to a new location. Whinstone will also pay Customer's lost revenue from mining resulting from such termination converted to US dollars, which shall be calculated based on the average market price of the mined digital asset and mining difficulty levels for a period of four calendar weeks from the date of the termination.

13.4. It is in the best interest of both Parties to pursue all reasonable efforts to remedy any issues with the Services or Service Level Agreement without termination or penalties. In cases of negligence or failure to maintain the Service Level Agreement for more than two (2) consecutive months, the Customer shall be entitled to the right to terminate the Agreement.

13.5. If Whinstone fails to install all of the Customer Equipment within 60 days of the RFU Date, the Customer shall be entitled to terminate or suspend the Agreement, and Whinstone shall refund the customer the 90% of the installation charges.

13.6. Either Party may terminate this Agreement with immediate effect by written notice and without further obligation or liability to the Customer if required by any law enforcement or other government or regulatory organization or authority or by the courts.

13.7. All rights and obligations of the Parties shall cease to have effect immediately upon termination of this Agreement, except that termination shall not affect:

13.7.1. accrued rights and obligations of the Parties at the date of termination; and

13.7.2. the continued survival and validity of the rights and obligations of the Parties under Clauses 7, 8, this Clause 13.4 and Clauses 15, 17 and 19 and any other provisions of this Agreement necessary for the interpretation or enforcement of this Agreement.

13.8. For the avoidance of doubt, save where otherwise agreed in writing between the Parties, termination of any Services at a site does not constitute termination of this Agreement, and, where this Agreement has been terminated in accordance with its terms, all Services will automatically terminate upon such termination.

13.9. Upon termination of this Agreement, the Customer shall at its own cost and expense return to Whinstone all IP addresses provided to it by Whinstone.

Doc ID: 0576bfab07d364f2cb98c7a9e3a9486c52860acc
RHOD-BK-00015756

14. ANTI-BRIBERY AND CORRUPTION

Each Party warrants and represents that it has not and will not carry out any act that could be an offense under anti-bribery laws.

15. APPLICABLE LAW

This Agreement shall be governed by Texas Law and the parties hereby submit to the exclusive jurisdiction of the Texas courts.

16. GENERAL

16.1. No failure or delay of either Party in exercising its rights hereunder (including the right to require performance of any provision of this Agreement) shall be deemed to be a waiver or release of such rights. Any waiver or release must be specifically granted in writing signed by the Party waiving its rights and shall:

16.1.1. be confined to the specific circumstances in which it is given;

16.1.2. not affect any other enforcement of the same or any other right; and

16.1.3. unless it is expressed to be irrevocable, be revocable at any time in writing.

Any single or partial exercise of any right, power or remedy provided by law or under this Agreement shall not preclude any other or further exercise of it or the exercise of any other right, power or remedy.

16.2. If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:

16.2.1. the legality, validity, or enforceability in that jurisdiction of any other provision of this Agreement; or

16.2.2. the legality, validity, or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

16.3. All work performed by Whinstone under this Agreement shall be performed as an independent contractor and not as an agent of the Customer and neither Party shall be, nor represent itself to be, the employee, agent, representative, partner or joint venture of the other. Neither Party shall have the right or authority to assume or create an obligation on behalf of or in the name of the other or to otherwise act on behalf of the other. The performing Party shall be responsible for its employees' compliance with all applicable laws, rules, and regulations while performing work under this Agreement.

16.4. No modification, amendment or other change may be made to this Agreement or any part thereof unless reduced to writing and executed by authorized representatives of Whinstone and the Customer. Unless expressly so agreed, no modification or variation of this Agreement shall constitute or be construed as a general waiver of any provisions of this Agreement, nor shall it affect any rights, obligations or liabilities under this Agreement which have already accrued up to the date of such modification or waiver, and the rights and obligations of the Parties under this Agreement shall remain in full force and effect, except and only to the extent that they are so modified or varied.

Doc ID: 0576fabd07d364f2cb98c7a9e3e9486c52860acc
RHOD-BK-00015757

17. ENTIRE AGREEMENT

17.1. This Agreement constitutes the entire understanding between the Parties concerning the subject matter of the Agreement and supersedes any previous agreement or understanding between the Parties in relation to the subject matter.

17.2. With effect from the date of this Agreement all Services shall be provided solely in accordance with the terms of this Agreement and all prior agreements and understandings between the Parties in relation to the same shall be deemed terminated from the date hereof. Save in respect of rights and liabilities arising prior to such date, all such prior agreements and understandings shall cease to be of effect from the date of signature of this Agreement. In no event shall the pre-printed terms and conditions found on any Customer purchase order, acknowledgement, or other form be considered an amendment or modification of this Agreement, even if such documents are signed by representatives of both Parties; such pre- printed terms and conditions shall be null and void and of no force and effect.

17.3. Each Party acknowledges and agrees that in entering into the Agreement or in amending any part of this Agreement, it has not relied on any statement, representation, warranty, understanding, undertaking, promise or assurance (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in the Agreement. Each Party irrevocably and unconditionally waives all claims, rights and remedies which but for this clause it might otherwise have had in relation to any of the foregoing.

17.4. Nothing in Clauses 17.1 to 17.3 (inclusive) shall limit or exclude any liability for fraud.

18. COUNTERPARTS

18.1. This Agreement shall be executed in two originals, each Party shall retain one original respectively This Agreement shall not be effective until each of the Parties has executed at least one counterpart.

18.2. Each counterpart shall constitute an original, but all the counterparts shall together constitute one and the same instrument.

19. THIRD PARTIES

It is agreed that this Agreement is not intended to and does not give to any other person who is not a party to this Agreement any rights to enforce directly any provisions contained in this Agreement except for any person to whom the benefit of this Agreement is assigned or transferred in accordance with Clause 9.

20. FURTHER ASSURANCE

Each Party shall, if requested by the other Party and at the other Party's cost, execute or cause to be executed all documents and do or cause to be done all further acts and things as may be necessary in order to vest in and secure to the other Party and its successors in title the full benefit of the assets, rights and benefits to be transferred or granted to the other Party under this Agreement and for the protection and enforcement of the same and otherwise to give effect to this Agreement and to the rights and obligations contained within this Agreement.

Doc ID: 0576bfab07d364f2b98c7a9e3e9486c652860acc
RHOD-BK-00015758

The Agreement shall come into force from the seal or signature date by both Parties. This Agreement is made out in two original copies, one copy to be held by each Party in witness thereof.

CUSTOMER:

On behalf of Rhodium JV LLC,
By: Imperium Investments Holdings LLC
Its: Manager

x Cameron Blackmon

By: Cameron Blackmon

Its: Manager

Date: 06 / 30 / 2020

WHINSTONE:

On behalf of Whinstone US, Inc.

x Chad Everett Harris

Name: Chad Everett Harris

Title: Director

Date: 07 / 09 / 2020

Doc ID: 0576[illegible]cc

EXHIBIT 1

Doc ID: 0576bab07d3674f2cb98c749e3e9486c052860cc
RHOD-BK-00015760

New Hosting Service Agreement No. #R-5MW-013

THIS AGREEMENT (defined below) shall be effective upon the date of receipt of the electronic signature by Whinstone US, Inc.

BY AND BETWEEN

Whinstone US, Inc., a company having its registered office located at 2721 Charles Martin Hall Road, Rockdale, Texas 76567("**Whinstone**")

AND

Rhodium JV LLC of 7546 Pebble Drive, Fort Worth, Texas 76118, (the "**Customer**").

Whinstone and the Customer are referred to individually as "**Party**" and collectively as "**Parties**".

WHEREAS

(A) Whinstone wishes to provide electrical power at its site under the terms and conditions contained in this New Hosting Service Agreement entered into by and between the Parties as of the seal or signature date of both Parties with a Ready For Use ("**RFU**") Date to be set by the Customer no sooner than thirty (30) days from the date of the RFU Notice (as hereinafter defined); and

(B) The Customer desires to utilize Whinstone's services and intends operate 5 MW of Miners and immersible equipment on Whinstone's property in Rockdale, Texas.

NOW THEREFORE, the parties hereby agree as follows:

1. DEFINITIONS

1.1. In this Agreement the following words and expressions shall have the meanings set out below. Additional terms may be defined in the context of particular provisions of this Agreement:

"**Agreement**" means these terms and conditions, any orders placed under them, and any amendments or additions or replacements to any of the aforementioned;

"**AUP**" or "**Acceptable Usage Policy**" means Whinstone Acceptable Usage Policy from time to time which, at the date of this Agreement, is set out in a Schedule to this Agreement;

"**Advanced Remote Hands Service**" means repair and maintenance services that require taking Customer Equipment off rack as detailed in Clause 2.4 below;

"**Background IP**" shall have the meaning set out in Clause 6.5 below;

"**Basic Remote Hands Service**" means repair and maintenance services performed without taking Customer Equipment off rack as detailed in Clause 2.3 below;

"**Business Day**" means a day which is not a Saturday, Sunday or a public holiday in the United States;

"**Capital Expenditure**" shall have the meaning ascribed to that term in Clause 3.14.1 below.

"**Confidential Information**" means the terms of this Agreement and all information whether in written or any other form which has been or may be disclosed in the course of the discussions leading up to the entering into or performance of this Agreement and which is identified as confidential or is clearly by its nature confidential including information relating to this Agreement or the Services, data used or generated in the provision of the Services, or any of Customer's products, operations, processes, plans or intentions, know- how, trade secrets, market opportunities, customers and business affairs;

"**Customer Equipment**" means the Customer's Miners and other Customer equipment installed in the Licensed Area;

"**Data Center**" means the Whinstone leased site located at the former Alcoa Rockdale Energy Sandow Mine facility in Rockdale, Texas;

"**Data Center Rules**" means the rules applying to the Customer's use of the Data Center;

"**Data Protection Laws**" means the laws and regulations governing the use of personal data;

"**Defaulting Party**" shall have the meaning set out in Clause 13.2 below;

"**Developed IP**" shall have the meaning set out in Clause 6.5 below;

"**Extended Term**" shall have the meaning set out in Clause 13.1 below;

"**Force Majeure**" means any event beyond the reasonable control of either or both of the parties including but without limitation to war, civil war, armed conflict or acts of terrorism or a public enemy or other catastrophes, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule or regulation or direction coming into force after the date of this Agreement, epidemics, pressure waves caused by devices traveling at supersonic speeds, nuclear accident, and acts of God and strikes, slowdowns, lockouts or other labor stoppages excluding employee(s) of Whinstone affecting third parties which in each case causes either party to be unable to comply with all or a material part of its obligations under this Agreement;

"**Hosting Service**" means service providing electrical power and ventilation to the Customer Equipment as detailed in Clause 2.2 below;

"**Initial Term**" shall have the meaning set out in Clause 13.1 below;

"**Intellectual Property**" means all intellectual property, including patents, utility models, trade and service marks, trade names, domain names, rights in designs, copyrights, moral rights, topography rights, rights in databases, trade secrets and know-how, in all cases whether or not registered or registrable and including registrations and applications for registration of any of these and rights to apply for the same, rights to receive equitable remuneration in respect of any of these and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world;

"**IP Connection Service**" means the connection to the Customer Equipment permitting communication with the Internet as specified in the Service Details;

"**Licensed Area**" means the Building C where the Customer Equipment will be placed;

Doc ID: 0576fabd07d364f2cb98c7a9e3e9486c52860cc
RHOD-BK-00015762

"**Maintenance**" means any work carried out by Whinstone in order to upgrade, improve or maintain the Service including any modification, change, addition or replacement which does not detract from, reduce or impair the overall quality or performance of the Service;

"**Miners**" means cryptocurrency mining machines, which are part of the Customer Equipment, which connect using the IP Connection Service and send computation results to the Mining Pool.

"**Mining Pool**" is the pooling of resources by Miners, who share their processing power over a network, to split the reward equally, according to the amount of work they contributed to the probability of finding a block.

"**Services**" collectively means Hosting Service, Basic Remote Hands Service, and Advanced Remote Hands Service, with the Hosting Service and Basic Remote Hands Service provided as needed to the Customer;

"**Service Details**" means service details in the format provided by Whinstone pursuant to which the Customer may request Services;

"**Party**" means Whinstone and the Customer (as the case may be) and shall include their permitted assignees and "**Parties**" shall mean both of them;

"**Pass Through Rate**" shall have the meaning set out in Clause 3.11.2 below;

"**Personal Data**" shall have the meaning as defined under the Data Protection Laws;

"**PPM Agreement**" shall have the meaning set out in Clause 3.11.2 below;

"RFU Date" means the Ready For Use Date, which is the date Whinstone will fully provide the Customer the Services;

"RFU Notice" means the written notice provided by the Customer to Whinstone setting the Ready For Use Date. This RFU Notice shall be provided to Whinstone no less than thirty (30) days prior to the Ready For Use Date set forth in the RFU Notice.

"**Representatives**" means, in relation to any party, its officers, employees and agents;

"**Scheduled Maintenance**" means Maintenance that is: (i) carried out between the hours of 12:00 am to 6:00 am; and (ii) notified to the Customer at least five (5) Business Days in advance;

"**Specified Power Draw**" shall have the meaning set out in Clause 3.13 below;

"**Whinstone Equipment**" means any equipment which is supplied by or on behalf of Whinstone to the Customer for the purpose of providing the Services and includes any equipment specified in Service Details; and

1.2. In the event of any conflict between any of the documents referred to in this Clause 1.2, they shall be given the following order of priority:

1.2.1. the terms of the relevant Service Details;

1.2.2. the terms set out in this Agreement; and

1.2.3. the terms set out in the AUP.

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015763

1.3. In the Agreement:

1.3.1. references to Clauses, paragraphs and subparagraphs are references to clauses, paragraphs, subparagraphs of or to this Agreement;

1.3.2. the headings contained in this Agreement are for convenience only and shall not influence the interpretation of this Agreement;

1.3.3. any reference to a statute, statutory provision, subordinate legislation, code or guideline ("legislation") is a reference to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation.

1.4. Whinstone and the Customer each represents and warrants to each other that it has the power to enter into, exercise its rights under and perform and comply with its obligations under this Agreement and all actions, conditions and things required to be taken, fulfilled and done by it to so enter into, exercise its rights under and perform and comply with its obligations under this Agreement and ensure that those obligations are valid, legally binding and enforceable have been taken, fulfilled and done.

2. SERVICE DESCRIPTION

2.1. Data Center Facilities

2.1.1. Whinstone will provide an installation environment for the Customer Equipment including, but not limited to, the Licensed Area in two buildings, rack systems, electricity supply (including PDU), transforming equipment, free air cooling (including evaporative cooling and single phase liquid cooling), smoke detection, IP Connection Service and physical security. Physical security includes 24-hour patrol, camera security, and a fence around the Licensed Area.

2.1.2. Whinstone shall grant the Customer, free of charge, escorted access to the property in Rockdale, TX for equipment inspections, installation, removal, additions, subtractions or physical maintenance by prior appointment.

2.1.3. With written prior consent of the Customer, Whinstone may relocate the Customer Equipment within the Data Center or to another facility operated by Whinstone provided that there are no changes to the terms of this Agreement. Any such relocation of the Customer Equipment will be carried out by Whinstone. Any costs incurred in relation to such relocation will be borne by Whinstone. The Customer shall reserve the right to inspect the new facility beforehand.

2.1.4. When the Customer visits the property in Rockdale, TX or accesses the Data Center network remotely the Customer shall at all times comply with the Data Center Rules that have been provided to the Customer in advance; provided, however, that the Customer shall only be obligated to comply with such Data Center Rules to the extent that they are reasonable. Whinstone shall provide the Customer a copy of the Data Center Rules and shall send a new copy if there are any changes made therein.

2.1.5. Whinstone represents and warrants that building or other permits, city inspection, or certification is not required with regard to providing services under this Agreement.

2.1.6. Whinstone represents and warrants that the Data Center has been certified by the Texas Comptroller of Public Accounts as, and is presently publicly registered with the Texas Comptroller as a "Qualifying Data Center" within the meaning of the Texas Tax Code Section 151.359 and the rules promulgated thereunder, and, as such, is entitled to claim an exemption from the Texas state sales tax for qualifying purchases. Whinstone

Doc ID: 0576fabd07d364f2cb98c7a9e3e9486c52860acc
RHOD-BK-00015764

covenants and agrees that the Data Center shall remain certified by and publicly registered with the Texas Comptroller as a "Qualifying Data Center" during and throughout the Initial Term.

2.2. Overview of Hosting Service

Whinstone shall be responsible for the following:

2.2.1. License of the Licensed Area.

2.2.2. Provision of the cabling for a connection to the IP Connection Service by way of a CAT 5e Ethernet cable.

2.2.3. Escorted access by the Customer's employees to the Customer Equipment at any time from 10 am to 5 pm Monday through Friday.

2.2.4. Monitored alarm and security call out service.

2.2.5. Physical Security: The facility will be surrounded by fencing and monitored by security cameras. Whinstone shall implement access control policies to ensure non-authorized persons are not able to enter the facility. Armed personnel will be onsite at all times.

2.2.6. IT Security: Whinstone will install a firewall and implement an IT security policy to prevent unauthorized access physically or remotely, viruses and ransomware. However, the Customer shall have the right to install its own firewall and implement its own security policies in the place of or in addition to Whinstone as mutually agreed to by both parties.

2.2.7. Fire detection and alarm system.

2.2.8. Equipment parts storage and inventory management.

2.2.9. After the RFU Date, acceptance of delivery of the Customer Equipment between 10:00 am to 4:00 pm on Business Days, subject to two (2) Business Days' notice to Whinstone, to be stored prior to installation.

2.2.10. Whinstone will be solely responsible for handling any complaints from third parties with respect to the noise from the Customer Equipment and shall hold the Customer harmless from any responsibility or costs arising out of or in relation to such complaints.

2.2.11. Whinstone will install all Customer Equipment on the data center racks, provide power and internet connection within thirty days of RFU Date. Installation includes unpacking, assembly and installation, LAN cable and power connection, initial setting, and garbage disposal.

2.2.12. Whinstone will provide stable power supply to the Customer's equipment at 240V. The equipment's power consumption may be adjusted by following instructions from the manufacturer. Whinstone will comply with any request from the Customer to adjust the power consumption if the total power consumption of all Customer equipment does not exceed the Specified Power Draw, or fall below eighty percent (80%) of the Specified Power Draw, unless both Parties mutually agree to do so.

2.2.13. Whinstone will follow the Service Level Agreement in Clause 4 and make its best efforts to ensure:

i. Average air intake temperature into the Customer's Miners is not greater than 30 degrees Celsius by maintaining sufficient airflow, preventing mixing of cool and

Doc ID: 0576fabb97d3641[illegible]
RHOD-BK-00015765

hot exhaust air from the equipment in the data center, and using evaporative cooling;

ii. Filters are used in the air intake system of the data center facility, and the air inside the data center is free of dust, insects, corrosion, precipitation and condensation.

iii. Intake and exhaust fans are free of obstruction or debris.

2.2.14. Whinstone will label all the Customer Equipment, cables, replacement parts to track inventory, replacement parts, and to make Basic Remote Hand Service the most efficient.

i. Whinstone will reference Miners with a unique identifiable identification number when giving reports to the Customer;

ii. For equipment other than Miners which may not have a unique ID number, Whinstone will properly label and store the equipment separate from other customers in the data center.

2.2.15. Whinstone will provide monthly reports to the Customer. These reports shall contain a summary of monthly power draw as measured from power consumption meters and include appropriate billing owed to Whinstone by the Customer.

2.2.16. Whinstone will provide Basic Remote Hands Service at no extra charge as outlined in Clause 2.3.1 and will offer Advanced Remote Hands Service for additional cost as outlined in Clause 2.4.1.

2.2.17. Customers may inspect the site before shipping its equipment and supplies to bring the Customer's Miners online. Upon completion of the inspection, the Customer may reduce the Specified Power Draw cited in Clause 3.12.1 if the site does not meet Customer's expectations and reduce the Advanced Remote Hands Service fee by the same proportionate amount as the reduction of Specified Power Draw.

2.3. Basic Remote Hands Service

2.3.1. Basic Remote Hands Service is available twenty-four (24) hours a day, seven (7) days a week. Where requested by the Customer, Whinstone staff shall be available to perform the following tasks only on the instructions of the Customer in respect of the Customer Equipment:

i. Remote monitoring of equipment performance and status;

ii. Remote fault diagnosis;

iii. Pushing a button;

iv. Switching a toggle;

v. Power cycling (turning on/off) the Customer Equipment;

vi. Re-setting, rebooting the Customer Equipment;

vii. Securing cabling to connections

viii. Observing, describing and/or reporting to the Customer indicator lights or display information on machines or consoles;

ix. Cable organization;

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015766

x. Modifying basic cable layout, labelling and/or re-labelling of the Customer Equipment;

xi. Cable patching;

xii. Checking alarms for faults; and/or

xiii. Inserting/removing discs or equivalent storage devices into/ from the Customer Equipment.

2.4. Advance Remote Hands Service

2.4.1. The following Advanced Remote Hands Services are not included in the Basic Remote Hands Service but may be provided by Whinstone to the Customer on a best effort basis. Unless explicitly expressed in Clause 2.3.1, in cases of ambiguity between Advanced Remote Hands Services and Basic Remote Hands Services, Advanced Remote Hands Services shall come into effect if the Customer Equipment must be taken off the rack:

i. Installing applications or software to the Customer Equipment;

ii. Uploading of data to the Customer Equipment;

iii. Configuring the Customer Equipment operating system;

iv. Configuring any software or applications on the Customer Equipment;

v. Customer Equipment component fault diagnosis;

vi. Software component fault diagnosis;

vii. Rectifying problems caused by the Customer Equipment or software;

viii. Rectifying problems caused by the Customer; or

ix. Any service whatsoever requiring the opening of the outer casing of any of the Customer Equipment.

2.4.2. Communication for Advance Remote Hands Service shall be done via email or Whinstone's ticketing system. Whinstone will follow the Service Level Agreement as well as the work schedule specified in Clause 4.

2.4.3. Advanced Remote Hands Service shall be provided by Whinstone to the Customer for a fixed monthly fee as detailed in Clause 3.12, separately from Hosting Fees which includes only the Basic Remote Hands Service.

3. CHARGES AND PAYMENTS

3.1. In consideration of the provision of the Services, the Customer shall pay charges in accordance with this Clause 3.

3.2. Whinstone shall issue a monthly invoice to the Customer no later than the tenth day of the following month containing all charges and fees for providing the Services under this contract, including the Hosting Fees prepayment under 3.11.2. The Customer shall pay the undisputed amounts of such invoice no later than the last day of the month in which the Customer receives it.

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015767

3.3. If the Customer requests Whinstone to provide any services other than contemplated in this Agreement, Whinstone shall be entitled to invoice the Customer for any and all changes to such services pursuant to the agreement between the parties.

3.4. If either Party fails to pay any amount owed under this Agreement by the dates set forth herein:

3.4.1. The Party to receive payment shall be entitled but not obliged to charge the Customer interest at a rate of 5% per year on the overdue amount commencing 14 business days after the due date up to the date of actual payment.

3.4.2. Actual power consumption is measured at the end of each month, and a credit or debit is applied toward the next hosting fee prepayment invoice. If the credit or debit is not paid or applied on that invoice, the Party to receive payment shall be entitled but not obliged to charge the other Party interest 5% per year on the overdue amount commencing 14 business days after the due date of the invoice to the date of actual payment.

3.5. All charges and payments referred to in this Agreement are inclusive of sales tax (if applicable) and all similar taxes and duties payable in respect of such payments. To the extent that additional tax is properly chargeable to the Customer, the Customer shall pay at the time that the payment becomes due.

3.6. All amounts due under this Agreement shall be paid in accordance with all work performed and services provided. In the event that the Parties change the scope of the services, Whinstone and the Customer will agree on all billing changes and handle each credit or debit once there is a mutual agreed amount.

3.7. In the event of any failure by either Party to make full payment to the other Party of any and all amounts due pursuant to this Agreement, the Party owing payment shall be responsible for all costs and expenses which the other Party reasonably incurs in collecting such amounts.

3.8. The Parties may combine charges and invoices and offset any amounts owed to the other Party.

3.9. This Clause intentionally left blank.

3.10. Installation Fees

3.10.1. This Clause intentionally left blank.

3.10.2. Installation is considered complete when the Miner is seen remotely connecting to the Mining Pool and sending computation. In cases of faulty equipment, installation will be considered complete when Whinstone diagnoses the fault, sends a report to the Customer, and completes installation of alternative equipment.

3.10.3. This Clause intentionally left blank.

3.11. Hosting Fees

3.11.1. The Hosting Fees cover all services and items specified in this Agreement except for Advanced Remote Hands Service in Clause 3.12 and is calculated based on the power consumption of the Customer Equipment and shall not include Whinstone's own equipment (PUE) or the equipment of Whinstone's other customers.

3.11.2. The Hosting Fee rate is the lesser of either (i) $0.01705 USD or (ii) the "Pass Through Rate" as hereinafter defined. As used herein, the "**Pass Through Rate**" is defined as the lesser of either (i) the "Net Effective Rate" as that rate is defined and calculated in the

Doc ID: 0576bfab07d364f2b98c7a9e3e9486c652860cc
RHOD-BK-00015768

Pro Forma Pricing Model attached as Attachment C to that certain Power Services Agreement entered into by and between Whinstone and Priority Power Management LLC on April 3, 2020 (the "**PPM Agreement**") or (ii) the exact price at which Whinstone is billed monthly for electricity provided to Customer per kilowatt-hour. The Hosting Fee rate shall remain unchanged for 3 (three) consecutive years under any Extended Term under Clause 13.1. Whinstone will install power consumption meters at the transformers.

3.11.3. Whinstone, to the best of its knowledge, confirms that the "Pass Through Rate" is presently $14.74 per Megawatt Hour as shown in the Pro Forma Pricing Model attached as Attachment C to the PPM Agreement, a materially accurate copy of which is attached hereto as Exhibit "1". Customer understands that this rate is variable.

3.11.4. Hosting Fee rate = $17.05 per Megawatt Hour or lower depending on the "Pass Through Rate" for 3 years, with the option to renew for the remainder of the Initial Term at the same pre-agreed upon terms seen in 3.11.2, in one year increments. Whinstone will invoice a 5,000 kW upon deployment of the Customer Equipment. Whinstone will require the payment to be made fifteen days prior to powering the Licensed Area.

3.12. Advanced Remote Hands Service Fee

3.12.1. Whinstone will invoice the Customer a fixed monthly fee of $1,667.00 (USD) for the Advanced Remote Hands Services based on a scale of 1317 Miners, or 5mW equivalent. Whinstone will invoice Advanced Remote Hands Services together with the Hosting Fees and the applicable period for services rendered shall be the same month as the Hosting Fees unless otherwise specified. Notwithstanding the prior sentence, until all Specified Power Draw is provided, and all the Miners have been installed, Whinstone will invoice the Customer for Advanced Remote Hands Services based on the average number of installed Miners during the prior month. This fixed monthly fee will be credited towards Customer's power bill in the result that there is greater than or equal to eighty percent (80%) of the Specified Power Draw at the rate specified in Clause 3.11.1

3.12.2. Whinstone will adhere to all sections of the Service Level Agreement in Clause 4 as well as those specifically detailed for the Advanced Remote Hands Service.

3.12.3. In the likely result that the Advanced Remote Hands Service Fee is not necessary for Customer because they are monitoring their own systems with on-site staff, Customer will elect, in writing, that this service is no longer needed. Upon election and acceptance from Whinstone, this fixed monthly fee will be waived indefinitely.

3.13. Specified Power Draw

3.13.1. Whinstone will provide the Customer with at least 5,000 kW (5) MW of power available for the Services by the RFU Date. As a minimum commitment, regardless of power consumption, the Customer shall pay for Hosting Fees for greater than or equal to eighty percent (80%) of the Specified Power Draw at the rate specified in Clause 3.11.1.

3.13.2. Customer and Whinstone agree, to the best of their ability, to be fair in negotiations and working to a mutually beneficial decision in the result of unforeseen circumstances.

For Purpose of Example and Reference, a cost of power calculation has been provided below based on $17.05/mWh ($0.01705/kWh), the "Hosting Fee rate"

30-day month: 5,000 kW * Hosting Fee * 24 hours * 30days = $61,380.00
31-day month: 5,000kW * Hosting Fee * 24 hours * 31days = $63,426.00

3.13.3. If Whinstone determines that the over-usage of power cannot be reasonably permitted, Whinstone reserves the right to require the Customer to remove or deactivate sufficient

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015769

Customer Equipment to prevent such over-usage within 24 hours of notification, which will describe in detail the reasons for the removal or deactivation. Whinstone shall consult with the Customer in good faith before determining to remove or deactivate.

3.14. The Customer will pay to Whinstone the "Capital Expenditure" (as defined in the following sentence) not to exceed $800,000. The Capital Expenditure shall be paid in full to Whinstone no later than five (5) business days after the RFU Notice is provided. The "**Capital Expenditure**" is defined as the lesser of either (i) the actual costs of construction and buildout of the infrastructure, building and power requirements of the Licensed Area or (ii) Eight Hundred Thousand U.S. Dollars ($800,000.00 USD). No later than thirty (30) days after the the RFU date, Whinstone shall provide to Customer a full accounting of the actual costs of construction and buildout of the infrastructure, building and power requirements of the Licensed Area along with accurate receipts, bookkeeping, and proof of purchase for all invoices exceeding $5,000 per line item.

3.15. This Clause intentionally left blank.

3.16. Whinstone agrees that all costs of construction and buildout of the infrastructure, building and power requirements of the Licensed Area greater than $800,000 will be at the sole cost and expense of Whinstone. Whinstone agrees that, in the result of which this $800,000 is more than necessary for the Capital Expenditure, Whinstone will refund the remaining funds to Customer.

3.17. Whinstone represents and warrants that the Capital Expenditure and Hosting Fees shall be exempt from Texas state sales tax because the expenditures for which the Capital Expenditure and Hosting Fees will be allocated are qualifying purchases for a "qualifying data center" within the meaning of Texas Tax Code Section 151.359 and the rules promulgated thereunder. In the event that, at any time during the Initial Term, any Texas state sales tax should be assessed on any portion of the Capital Expenditure or any portion of the Hosting Fees, Whinstone shall pay such Texas state sales tax solely from its own funds and shall indemnify and hold harmless the Customer from any and all liability, charges, costs, assessments, fees, fines, penalties and interest arising out of such assessment.

3.18. Whinstone agrees that the Capital Expenditure allows Customer complete use of the Licensed Area for a continuous, uninterrupted period of ten (10) years, unless otherwise mutually agreed upon by both Parties in writing at a later date.

4. OPERATIONS AND SERVICE LEVEL AGREEMENT ("SLA")

4.1. Whinstone reserves the right to vary the technical specifications of the Services where necessary for operational reasons and without detracting from, reducing or impairing the overall quality or performance of the Services, after giving reasonable written notice to the Customer (except in the case of an emergency where notice is not possible; provided, however, that in such case, Whinstone shall provide notice to the Customer then as soon as reasonably possible).

4.2. Without prejudice to Clause 4.1, Whinstone reserves the right to, after providing the Customer with reasonable advance written notice (provided, however, that in the event of an emergency, as soon as reasonably possible) at any time to make any change, addition to or replacement of any part of the Services where this is required to conform with any applicable safety, statutory or legal requirement, provided that this does not detract from, reduce or impair the overall quality or performance of the Services.

4.3. The Customer may report any claims including failures of performance of the Services by Whinstone to the Whinstone support center at any time. Whinstone shall take all actions necessary to remedy such failures as soon as possible.

Doc ID: 0576bfab07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015770

4.4. Interface or access to inventory, monitoring and Hashtrend software is provided to the Customer at no additional charge.

4.5. Uptime Guarantee

4.5.1. Whinstone guarantees an uptime percentage (percentage of time to maintain uninterrupted performance of the total Customer Equipment) of 96.35% and no more than 6 days of planned downtime due to loss of power, construction, or network outage.

4.5.2. Whinstone will not charge Customer for any power cost during the period of which there is interrupted performance of the total Customer Equipment.

4.5.3. Whinstone will give at least twenty-four (24) hours advance notice to the Customer via email before any datacenter downtime, or any downtime affecting more than one hundred (100) machines at one time.

4.5.4. If any unplanned event causes more than 10% of equipment to go offline, Whinstone will acknowledge the alert within 1 hour and report immediately to the Customer. Whinstone will attempt to begin remedy of the issue within 1 hour of alert acknowledgement and shall provide a full incident report within 5 business days of alert acknowledgement to the Customer.

4.6. Performance Guarantee

4.6.1. Whinstone will perform maintenance and repairs to ensure the total daily average hashrate of all machines does not fall by more than 5% below the Customer Equipment manufacturer's specified range.

4.6.2. If total hourly average hashrate of all Customer Equipment falls more than 10% compared to the previous hour, Whinstone will respond to the incident within 1 hour and provide a full incident report within 5 business days of the incident to the Customer.

4.6.3. Whinstone will make the best effort to employ a monitoring system to monitor uptime, performance and other machine metrics.

4.6.4. Whinstone shall maintain average hashrate overall for Customer Equipment within the tolerance range of the equipment manufacturer's specifications.

4.6.5. Whinstone shall acknowledge alerts from its monitoring system within 30 minutes and respond within 1 hour. If the problem cannot be corrected, the Customer Equipment affected will be place in a maintenance queue and reported to the Customer by the next business day.

4.6.6. Whinstone will reply to notices from the Customer on the same business day.

4.6.7. Whinstone shall maintain an intake temperature suitable for proper operation of the machines. If any machines do overheat, Whinstone shall turn them off as soon as possible and report the issue to the Customer.

4.7. Advanced Remote Hands Service

4.7.1. Whinstone will provide Advanced Remote Hands Service from 9 am to 9 pm, seven days a week. This service includes repairs, unracking/racking units, and replacement of parts such as hashboards, fans, controller boards.

Doc ID: 0576bfab07d364f2cb98c7a9e3e9486c52860acc
RHOD-BK-00015771

4.7.2. If the hourly hashrate performance of a single Miner drops more than 10%, Whinstone will respond within 30 minutes, and attempt to repair or replace faulty parts and components within 1 hour. If the issue cannot be resolved within 1 hour, Whinstone will place the equipment into a maintenance repair queue.

4.7.3. Whinstone shall reduce the maintenance repair queue at all times it is not responding to any incidents.

4.8. Whinstone will sell electricity in lieu of providing electricity to the Customer if the Ercot Market profitability exceeds the 250% of the contract price. The profit will be distributed 100% to the Customer.

5. WHITELABELING OF SERVICES

The Customer may white label the Services and arrangements under this Agreement on a back-to-back basis to specifically named third parties upon thirty-day notification to Whinstone, and Whinstone shall accept such execution of this right provided there are no changes to the terms of this Agreement. Any requested changes to warranties, representations, obligations, or service levels to be provided by Whinstone shall be negotiated in good faith by the Parties. Unless prior arrangement is made, the Customer shall be responsible for billing and collection associated with any white label offering.

6. OWNERSHIP AND INTELLECTUAL PROPERTY

6.1. The Parties acknowledge and agree that the Customer Equipment is the sole property of the Customer. In no event shall Whinstone claim ownership of any of the equipment.

6.2. The Parties acknowledge and agree that any outcomes or productivities, including but not limited to, block chains, hash and digital currencies, generated from the operation of the equipment are the sole property of the Customer. In no event shall Whinstone claim the ownership of any of such outcomes or productivities.

6.3. Whinstone shall not sell or create any mortgage, lien, or any kind of encumbrance on the Customer Equipment, the Intellectual Property, or any outcomes or productivities owned by the Customer.

6.4. The Customer will have a non-transferable license to use any IP address allocated by Whinstone to the Customer for the duration of this Agreement. If this Agreement is terminated for any reason, the Customer's license to use the IP address shall automatically terminate.

6.5. Customer owns any Developed IP. "**Developed IP**" means any intellectual property other than Background IP created or discovered by the Parties in connection with this Agreement, including without limitation any reports Whinstone provides to Customer. "**Background IP**" means all intellectual property owned or licensed by a Party before starting services under this Agreement or independent of services under this Agreement. The Developed IP is a work made for hire for the Customer to the extent permitted by applicable law, and Customer retains all intellectual property rights in the Developed IP. To the extent that Whinstone or its personnel own any rights in the Developed IP, Whinstone assigns, or will procure the assignment of, all rights, title, and interest in the Developed IP to Customer. If applicable law prevents future assignments, Whinstone will assign, or will procure the assignment of, such rights as these are created. If applicable law prevents Whinstone from transferring ownership of any

Doc ID: 0576bfab07d364f2b98c7a9e3e9486c52860acc
0576fabe07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015772

Developed IP to Customer, Whinstone grants Customer a perpetual, irrevocable, exclusive, royalty-free, fully-paid, transferable, worldwide license, with the right to sublicense, to: (1) reproduce, prepare derivative works of, distribute, publicly perform, publicly display, and otherwise use such Developed IP; and (2) make, use, sell, offer for sale, import, export any component of, and otherwise dispose of such Developed IP. This agreement does not transfer any rights associated with Background IP, which will remain vested with their owners.

6.6 Whinstone will defend Customer and its affiliates, and indemnify them against liabilities in any third-party legal proceeding to the extent arising from an unaffiliated third party's allegation that Customer or its affiliate's use of the Services or any deliverable under this Agreement from Whinstone infringes or misappropriates the third party's Intellectual Property Rights.

7. CONFIDENTIALITY

7.1. The parties agree that Confidential Information:

7.1.1. shall be used solely for the purpose for which it was furnished in connection with performance of this Agreement;

7.1.2. shall be maintained in strict confidence and shall not be disclosed to third parties, provided, however, that Whinstone and the Customer may disclose Confidential Information to their respective affiliates and sub-contractors and their respective employees who need to have access to such Confidential Information for the purposes of providing the Services on the condition that Whinstone and the Customer shall procure compliance by such sub-contractors or affiliates and their respective employees with the terms of this Clause 7; provided, however, that Whinstone and the Customer shall be responsible for any breach of the obligations set forth in this Clause 7 by such sub-contractors or affiliates and their respective employees; and

7.1.3. upon termination of this Agreement shall be returned to the disclosing Party, together with all copies, or (at the disclosing Party's option) destroyed.

7.2. Any disclosure of Confidential Information permitted under Clause 7.1.2 shall be in confidence, and only be to the extent that any persons to whom the information is disclosed need to know the same for the performance of their duties and the receiving Party shall be obliged to procure that all such persons are aware of the obligation of confidentiality and undertake to comply with it.

7.3. The obligations of confidentiality and restricted use set out in Clauses 7.1 and 7.2 are not applicable to Confidential Information that:

7.3.1. was previously or becomes known to the receiving Party, free from any obligation to keep the same confidential (provided that Confidential Information disclosed in contemplation of the provision of the Services shall still remain subject to such obligations);

7.3.2. is or becomes generally available to the public, other than as a direct or indirect result of unauthorized disclosure by the receiving Party, its affiliates or a person engaged by the receiving Party or its affiliates contrary to their respective obligations of confidentiality;

7.3.3. is shown to have been independently developed by the receiving Party, its officers, employees, agents or contractors;

7.3.4. the Parties agree in writing that it need not be kept confidential; or

Doc ID: 0576fab07d364f2cb98c7a9e3e9486c52860acc
RHOD-BK-00015773

7.3.5. is required to be disclosed by law or by regulation or by the order of any governmental authority or court provided that, to the extent permitted by law, prior to any disclosure, the receiving Party notifies the disclosing Party of the information to be disclosed and the circumstances in which the disclosure is alleged to be required as early as reasonably possible before such disclosure must be made and, at the disclosing Party's request and cost, assists the disclosing Party in avoiding or limiting any such disclosure.

7.4. Without prejudice to any other rights and remedies that the disclosing Party may have, the receiving Party agrees that if Confidential Information is used or disclosed or threatened to be used or disclosed other than in accordance with the terms of this Agreement, the disclosing Party shall, without proof of special damage, be entitled to seek an injunction, specific performance or other equitable relief for any actual or threatened breach of this Clause 7.

7.5. Notwithstanding Clause 7.1, Whinstone will request in writing to the Customer and request the Customer to participate in its advertising and/or promotional literature and other materials. The Customer has the right to opt out of any and all advertising request.

7.6. In order for Whinstone to provide the Services, the Customer will need to supply certain information or data. Where such information or data constitutes Personal Data, Whinstone will comply with the Data Protection Laws. The Parties shall duly observe and comply with all their obligations under the Data Protection Laws in relation to any Personal Data processed in connection with this Agreement and shall render such assistance and cooperation as is reasonably necessary or reasonably requested by the other Party in respect thereto.

7.7. It shall be the Customer’s responsibility to keep any Personal Data provided to Whinstone up to date and the Customer warrants and undertakes to Whinstone that all of its Personal Data and contact details are accurate and complete.

7.8. Whinstone may pass the Customer’s Personal Data to Whinstone affiliates and to any third-party suppliers Whinstone may use to provide services that involve processing data on Whinstone’s behalf for the purpose of providing the Services and as contemplated by the terms of this Agreement; provided, however, that Whinstone shall be responsible for any breach of the obligations set forth in this Clause 7 by such affiliates and third party suppliers.

8. LIABILITY, REPRESENTATIONS, WARRANTIES, AND INDEMNIFICATIONS

8.1. Both Parties represent and warrant that they have the right and capacity to enter into this Agreement and fully perform their respective obligations hereunder;

8.2. Whinstone shall perform the Services as described herein and shall provide the Services in a professional manner consistent with industry standards.

8.3. Whinstone hereby agrees to indemnify and hold harmless the Customer and any of its managers, owners, successors, licensees and assignees, from any and all losses, costs, liabilities, damages and expenses, including but not limited to, reasonable attorney fees resulting from any breach of any obligations, representation, warranty and/or covenant under this Agreement. Notwithstanding any provisions herein, Whinstone agrees to indemnify the Customer for any losses directly or indirectly caused by negligence or intentional or willful misconduct of Whinstone in its performance of obligations under this Agreement, including but not limited to, faulty operations, bad design, or misuse of the facilities in the datacenter.

Doc ID: 0576bfab07d364f2cb98c7a9e3e9486c52860cc
RHOD-BK-00015774

8.4. If electrical supply is suspended for five (5) or more consecutive days, or more than seven (7) days in any twelve (12) month period due to any cause other than due to Force Majeure event, the Customer is entitled to suspend or terminate this Agreement by giving a written notice to Whinstone. Written notice will be signed and emailed to Whinstone, and a physical copy will be sent to Whinstone's registered address. The timestamp of the email will be considered the date of the receipt of such notice. If the Customer terminates this Agreement for the aforementioned reason, Whinstone shall pay for the costs to decommission, clean, package onto pallets and for the shipping cost to transport all Customer's Customer Equipment to a new location.

8.5. Neither Party excludes or limits its liability to the other Party for:

8.5.1. death or personal injury caused by its negligence;

8.5.2. fraud or fraudulent misrepresentation.

8.6. Subject to Clauses 6, 8.5, 8.7, and claims for outstanding payment, the aggregate liability of each Party to the other in contract, tort (including negligence), for breach of a statutory duty or otherwise arising under or in connection with this Agreement or its subject matter shall be limited to a sum equal to the greater of: (i) the aggregate charges payable by the Customer to Whinstone in the twelve-month period immediately prior to the date on which the cause of action first arose or, if the Agreement had been in force for less than twelve months at that date, the annualized amount of the charges payable by that date; and (ii) USD $250,000.

8.7. Subject to Clause 8.5 but notwithstanding anything else in this Agreement, the aggregate liability of:

8.7.1. the Customer to Whinstone for damage to property, in contract, (including negligence) or otherwise arising under or in connection with this Agreement shall be limited to a sum equal to the aggregate charges payable by the Customer to Whinstone in the twelve-month period immediately prior to the date on which the cause of action first arose or, if the Agreement has been in force for less than twelve months on such date, the annualized amount of the charges payable by that date; and

8.7.2. Whinstone to the Customer for damage to property, in contract, tort (including negligence) or otherwise arising under or in connection with this Agreement shall be limited to a sum equal to the aggregate charges payable by the Customer to Whinstone in the twelve-month period immediately prior to the date on which the cause of action first arose or, if the Agreement has been in force for less than twelve months on such date, the annualized amount of the charges payable by that date.

8.8. In no event will Whinstone have any liability for non-provision or delay in the provision of the Services which:

8.8.1. can be reasonably attributed to the acts or omissions of the Customer, its affiliates, employees, workers, sub-contractors, agents or customers including but not limited to failure to provide complete, accurate information in a timely manner for Whinstone;

8.8.2. arises from or as a consequence of use of the Services other than in accordance with the express terms of this Agreement; and/or

Doc ID: 0576fabe9627d2b8647ee0353a4d7a0a

8.8.3. occurs during any period of suspension in accordance with Clause 12, provided, however, that this Clause 8.8 shall not apply in the case of willful misconduct or negligence by Whinstone, its affiliates, employees, workers, sub-contractors or agents.

8.9. The Customer acknowledges that Whinstone would not enter into this Agreement at the prices herein without the foregoing limitations of liability. Each Party acknowledges that the allocation of risk in this Agreement (including the exclusions and limitations set out in this Clause 8) has been freely negotiated at arm's length and is regarded by it as reasonable. The Customer acknowledges that it has had an opportunity to consider adequate insurance cover and to obtain professional advice in relation to this Clause 8.

8.10. Whinstone shall not be liable for any claim arising under this Agreement unless the Customer gives Whinstone written notice of the claim within twelve months of becoming aware of the circumstances giving rise to the claim.

8.11. Whinstone shall maintain minimum general business liability insurance in the amount of ten million US Dollars per occurrence or replacement value of the Customer's Customer Equipment, whichever is lower. This coverage will not include business income interruption coverage. The Customer is responsible for insuring their equipment and business income interruption insurance.

8.12. Whinstone represents to the Customer that it has secured rights to at least 100 acres of leased land for two years for the Data Center and secured for commercial access up to one (1) gigawatt of aggregated electricity that can be delivered to the Data Center, of which a portion of that may be incrementally offered to the Customer under an Extended Term.

9. ASSIGNMENT

9.1. This Agreement and all rights and obligations hereunder, in whole or in part, may be assigned or transferred by the Customer without the prior written consent of Whinstone. The Customer shall provide prompt written notice to Whinstone of any such assignment or transfer. Following such assignment or transfer, but provided that the Customer has provided written notice thereof to Whinstone, (i) the assignee or transferee shall assume and be liable to Whinstone for the full and faithful performance of all of the Customer's obligations under this Agreement and be considered the "Customer" for all purposes under this Agreement and (ii) Rhodium JV LLC shall have no further liability to Whinstone..

9.2. Whinstone may, upon receipt of the Customer's prior written consent, assign, sub-license or deal in any other manner with this Agreement or any rights under the Agreement, or sub-contract any or all of any or all of obligations under this Agreement to one or more of its affiliates or to any third party upon a sale of all or substantially all of its assets and will provide notice to the Customer of any such assignment, provided, however, that the Customer is provided with the Services under the same terms and conditions as those of this Agreement until the expiration of the Initial Term or the relevant Extended Term, as the case may be, of this Agreement.

10. FORCE MAJEURE

10.1. Neither Party shall in any circumstances be liable to the other for any loss of any kind whatsoever including any damages whether directly or indirectly caused or incurred by the

Doc ID: 0576bfab07d364f2b98c7a9e3a9486c52860acc
RHOD-BK-00015776

other Party by reason of any failure or delay in the performance of its obligations hereunder which is due to Force Majeure.

10.2. If either of the Parties becomes aware of circumstances of Force Majeure which give rise to or which are likely to prevent the performance of any obligations on its part, it shall as soon as reasonably possible and in any event within five (5) Business Days after commencement of the Force Majeure serve notice in writing on the other Party specifying the nature and extent of the circumstances giving rise to Force Majeure.

10.3. If either Party is prevented from performance of substantially all of its obligations by Force Majeure for more than two (2) months in total, the other Party may terminate this Agreement by giving notice in writing to the other Party at any time, in which case neither Party shall have any liability to the other except that rights and liabilities which accrued prior to such termination shall continue to subsist.

11. NOTICES

11.1. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt, or (a) personal delivery to the Party to be notified, (b) when sent, if sent by electronic mail or facsimile during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the respective Parties at their address as set forth below, or to such e-mail address, as subsequently modified by written notice given in accordance with this Clause 11 herein:

11.2. The addresses of the parties for the purposes of Clause 11.1 are:

11.2.1. Whinstone US, Inc.

2721 Charles Martin Hall Road
Rockdale, Texas 76567
Marked for the attention of: Lyle Theriot
Email: Lyle.Theriot@whinstone.us
Attention: Lyle Theriot

11.2.2. Rhodium JV LLC.

7546 Pebble Drive
Fort Worth, Texas 76118
Marked for the attention of: Cameron Blackmon
Email: cameronblackmon@imperiumpartners.io
Attention: Cameron Blackmon

11.3. In proving service, it shall be sufficient to prove that the envelope containing such notice was addressed to the address of the relevant party set out in Clause 11.2 (or as otherwise notified by that party under this Clause) and delivered to that address.

12. SUSPENSION OF SERVICE

12.1. Whinstone reserves the right to suspend the Services for the following reasons:

12.1.1. to carry out Maintenance with the prior written consent of the Customer;

Doc ID: 0876fa8e96d27d42bb8c744ce8058a4d38a8cc

12.1.2. to make any modification, change, addition to, or replacement of, the Whinstone Equipment or any part of the IP Connection Service or the Services where this is required to conform with any applicable safety, statutory or legal requirements, provided that such modification, change, addition or replacement does not detract from, reduce or impair the overall quality or performance of the Services with prior written consent of the Customer;

12.1.3. where the Customer fails to pay any undisputed Charges in accordance with Clause 3;

12.1.4. where Whinstone is obliged to comply with an order, instruction or request of Government, court, law enforcement agency or other competent administrative or regulatory authority, in which case Whinstone shall provide notice to the Customer as soon as possible, and cooperate with the Customer to mitigate losses or take other appropriate actions;

12.1.5. in an emergency; or

12.1.6. where Whinstone has reason to terminate this Agreement in accordance with its terms.

12.2. Where suspension of the Services is necessary in accordance with the provisions of Clause 12.1.2, Whinstone will carry out such work as Scheduled Maintenance but in circumstances where this is not possible, Whinstone shall use all reasonable endeavors to perform such work between the hours of midnight and 6am and shall restore the Services as soon as reasonably practical in the circumstances.

12.3. If Whinstone exercises its right of suspension under this Clause, this will not exclude its right to terminate this Agreement later in respect of that or any other event, nor will it prevent Whinstone claiming damages from the Customer in respect of any breach.

13. TERMINATION

13.1. This Agreement shall commence on the Effective Date and shall continue for a period of One hundred twenty (120) months from the RFU Date ("**Initial Term**") unless and until terminated in accordance with this Clause 13.

This Agreement shall be automatically extended for a period of 12 months ("**Extended Term**") at the end of the Initial Term and at the end of each Extended Term. The Customer can terminate the contract at the end of the twelfth month of the Initial Term or any Extended Term with no penalty by notifying Whinstone in writing sixty (60) days prior to the end of the contract. Unless notified in writing of termination by the Customer as mentioned above, the Customer contract will renew automatically for an additional twelve (12) months under the same conditions.

13.2. Customer Elected Termination. Whinstone understands and agrees that the Customer shall have the right to elect not to provide a RFU Notice in relation to this Agreement. If no RFU Notice is provided to Whinstone prior to June 1, 2028, this Agreement shall be considered terminated with immediate effect and any rights or obligations of either Party under this Agreement shall be null and void.

13.3. Termination for Cause. Either party (the "**Non-Defaulting Party**") may terminate this Agreement (without prejudice to its other rights and remedies) with immediate effect by written notice to the other party (the "**Defaulting Party**") if:

13.3.1. the Defaulting Party commits a material breach of any of its material obligations under this Agreement (including failing to pay any sums payable under this Agreement by the due date) and if the breach is capable of remedy, fails to remedy it during the period of 30

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015778

days starting on the date of receipt of notice from the Non- Defaulting Party specifying the breach and requiring it to be remedied; or

13.3.2. the Defaulting Party becomes insolvent including being unable to pay its debts as they fall due and/or that the value of its assets is less than the amount of its liabilities, taking into account its contingent and prospective liabilities, proposes an individual, company or partnership voluntary arrangement, has a receiver, administrator or manager appointed over the whole or any part of its business or assets; if any petition shall be presented, order shall be made or resolution passed for its winding up (except for the purpose of a bona fide amalgamation or reconstruction), bankruptcy or dissolution (including the appointment of provisional liquidators/interim receivers or special managers); if it shall otherwise propose or enter into any composition or arrangement with its creditors or any class of them; if it ceases or threatens to cease to carry on business or if it claims the benefit of any statutory moratorium; or

13.3.3. the Defaulting Party suffers, or there occurs in relation to that party, any event which is analogous to any of the events referred to in Clause 13.2.2 in any part of the world.

13.3.4. In the case that the Customer terminates this Agreement due to Whinstone's failure to cure a default, or the matters specified in Clause 13.3 or 13.4, Whinstone will pay for the costs to decommission, clean, package onto pallets and ship the Customer equipment to a new location. Whinstone will also pay Customer's lost revenue from mining resulting from such termination converted to US dollars, which shall be calculated based on the average market price of the mined digital asset and mining difficulty levels for a period of four calendar weeks from the date of the termination.

13.4. It is in the best interest of both Parties to pursue all reasonable efforts to remedy any issues with the Services or Service Level Agreement without termination or penalties. In cases of negligence or failure to maintain the Service Level Agreement for more than two (2) consecutive months, the Customer shall be entitled to the right to terminate the Agreement.

13.5. If Whinstone fails to install all of the Customer Equipment within 60 days of the RFU Date, the Customer shall be entitled to terminate or suspend the Agreement, and Whinstone shall refund the customer the 90% of the installation charges.

13.6. Either Party may terminate this Agreement with immediate effect by written notice and without further obligation or liability to the Customer if required by any law enforcement or other government or regulatory organization or authority or by the courts.

13.7. All rights and obligations of the Parties shall cease to have effect immediately upon termination of this Agreement, except that termination shall not affect:

13.7.1. accrued rights and obligations of the Parties at the date of termination; and

13.7.2. the continued survival and validity of the rights and obligations of the Parties under Clauses 7, 8, this Clause 13.4 and Clauses 15, 17 and 19 and any other provisions of this Agreement necessary for the interpretation or enforcement of this Agreement.

13.8. For the avoidance of doubt, save where otherwise agreed in writing between the Parties, termination of any Services at a site does not constitute termination of this Agreement, and, where this Agreement has been terminated in accordance with its terms, all Services will automatically terminate upon such termination.

13.9. Upon termination of this Agreement, the Customer shall at its own cost and expense return to Whinstone all IP addresses provided to it by Whinstone.

Doc ID: 0576bfab07d364f2b98c7a9e3e9486c52860acc
0576bfab07d364f2b98c7a9e3e9486c52860acc

RHOD-BK-00015779

14. ANTI-BRIBERY AND CORRUPTION

Each Party warrants and represents that it has not and will not carry out any act that could be an offense under anti-bribery laws.

15. APPLICABLE LAW

This Agreement shall be governed by Texas Law and the parties hereby submit to the exclusive jurisdiction of the Texas courts.

16. GENERAL

16.1. No failure or delay of either Party in exercising its rights hereunder (including the right to require performance of any provision of this Agreement) shall be deemed to be a waiver or release of such rights. Any waiver or release must be specifically granted in writing signed by the Party waiving its rights and shall:

16.1.1. be confined to the specific circumstances in which it is given;

16.1.2. not affect any other enforcement of the same or any other right; and

16.1.3. unless it is expressed to be irrevocable, be revocable at any time in writing.

Any single or partial exercise of any right, power or remedy provided by law or under this Agreement shall not preclude any other or further exercise of it or the exercise of any other right, power or remedy.

16.2. If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:

16.2.1. the legality, validity, or enforceability in that jurisdiction of any other provision of this Agreement; or

16.2.2. the legality, validity, or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

16.3. All work performed by Whinstone under this Agreement shall be performed as an independent contractor and not as an agent of the Customer and neither Party shall be, nor represent itself to be, the employee, agent, representative, partner or joint venture of the other. Neither Party shall have the right or authority to assume or create an obligation on behalf of or in the name of the other or to otherwise act on behalf of the other. The performing Party shall be responsible for its employees' compliance with all applicable laws, rules, and regulations while performing work under this Agreement.

16.4. No modification, amendment or other change may be made to this Agreement or any part thereof unless reduced to writing and executed by authorized representatives of Whinstone and the Customer. Unless expressly so agreed, no modification or variation of this Agreement shall constitute or be construed as a general waiver of any provisions of this Agreement, nor shall it affect any rights, obligations or liabilities under this Agreement which have already accrued up to the date of such modification or waiver, and the rights and obligations of the Parties under this Agreement shall remain in full force and effect, except and only to the extent that they are so modified or varied.

Doc ID: 0576fabb07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015780

17. ENTIRE AGREEMENT

17.1. This Agreement constitutes the entire understanding between the Parties concerning the subject matter of the Agreement and supersedes any previous agreement or understanding between the Parties in relation to the subject matter.

17.2. With effect from the date of this Agreement all Services shall be provided solely in accordance with the terms of this Agreement and all prior agreements and understandings between the Parties in relation to the same shall be deemed terminated from the date hereof. Save in respect of rights and liabilities arising prior to such date, all such prior agreements and understandings shall cease to be of effect from the date of signature of this Agreement. In no event shall the pre-printed terms and conditions found on any Customer purchase order, acknowledgement, or other form be considered an amendment or modification of this Agreement, even if such documents are signed by representatives of both Parties; such pre- printed terms and conditions shall be null and void and of no force and effect.

17.3. Each Party acknowledges and agrees that in entering into the Agreement or in amending any part of this Agreement, it has not relied on any statement, representation, warranty, understanding, undertaking, promise or assurance (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in the Agreement. Each Party irrevocably and unconditionally waives all claims, rights and remedies which but for this clause it might otherwise have had in relation to any of the foregoing.

17.4. Nothing in Clauses 17.1 to 17.3 (inclusive) shall limit or exclude any liability for fraud.

18. COUNTERPARTS

18.1. This Agreement shall be executed in two originals, each Party shall retain one original respectively This Agreement shall not be effective until each of the Parties has executed at least one counterpart.

18.2. Each counterpart shall constitute an original, but all the counterparts shall together constitute one and the same instrument.

19. THIRD PARTIES

It is agreed that this Agreement is not intended to and does not give to any other person who is not a party to this Agreement any rights to enforce directly any provisions contained in this Agreement except for any person to whom the benefit of this Agreement is assigned or transferred in accordance with Clause 9.

20. FURTHER ASSURANCE

Each Party shall, if requested by the other Party and at the other Party's cost, execute or cause to be executed all documents and do or cause to be done all further acts and things as may be necessary in order to vest in and secure to the other Party and its successors in title the full benefit of the assets, rights and benefits to be transferred or granted to the other Party under this Agreement and for the protection and enforcement of the same and otherwise to give effect to this Agreement and to the rights and obligations contained within this Agreement.

Doc ID: 0576bfab07d364f2b98c7a9e3e9486c652860cc
RHOD-BK-00015781

The Agreement shall come into force from the seal or signature date by both Parties. This Agreement is made out in two original copies, one copy to be held by each Party in witness thereof.

CUSTOMER:

On behalf of Rhodium JV LLC,
By: Imperium Investments Holdings LLC
Its: Manager

x Cameron Blackmon

By: Cameron Blackmon

Its: Manager

Date: 06 / 30 / 2020

WHINSTONE:

On behalf of Whinstone US, Inc.

x Chad Everett Harris

Name: Chad Everett Harris

Title: Director

Date: 07 / 09 / 2020

Doc ID: 0576[illegible]cc

EXHIBIT 1

Doc ID: 0576bfab07d3641[illegible]

New Hosting Service Agreement No. #R-5MW-010

THIS AGREEMENT (defined below) shall be effective upon the date of receipt of the electronic signature by Whinstone US, Inc.

BY AND BETWEEN

Whinstone US, Inc., a company having its registered office located at 2721 Charles Martin Hall Road, Rockdale, Texas 76567("**Whinstone**")

AND

Rhodium JV LLC of 7546 Pebble Drive, Fort Worth, Texas 76118, (the "**Customer**").

Whinstone and the Customer are referred to individually as "**Party**" and collectively as "**Parties**".

WHEREAS

(A) Whinstone wishes to provide electrical power at its site under the terms and conditions contained in this New Hosting Service Agreement entered into by and between the Parties as of the seal or signature date of both Parties with a Ready For Use ("**RFU**") Date to be set by the Customer no sooner than thirty (30) days from the date of the RFU Notice (as hereinafter defined); and

(B) The Customer desires to utilize Whinstone's services and intends operate 5 MW of Miners and immersible equipment on Whinstone's property in Rockdale, Texas.

NOW THEREFORE, the parties hereby agree as follows:

1. DEFINITIONS

1.1. In this Agreement the following words and expressions shall have the meanings set out below. Additional terms may be defined in the context of particular provisions of this Agreement:

"**Agreement**" means these terms and conditions, any orders placed under them, and any amendments or additions or replacements to any of the aforementioned;

"**AUP**" or "**Acceptable Usage Policy**" means Whinstone Acceptable Usage Policy from time to time which, at the date of this Agreement, is set out in a Schedule to this Agreement;

"**Advanced Remote Hands Service**" means repair and maintenance services that require taking Customer Equipment off rack as detailed in Clause 2.4 below;

"**Background IP**" shall have the meaning set out in Clause 6.5 below;

"**Basic Remote Hands Service**" means repair and maintenance services performed without taking Customer Equipment off rack as detailed in Clause 2.3 below;

"**Business Day**" means a day which is not a Saturday, Sunday or a public holiday in the United States;

"**Capital Expenditure**" shall have the meaning ascribed to that term in Clause 3.14.1 below.

"**Confidential Information**" means the terms of this Agreement and all information whether in written or any other form which has been or may be disclosed in the course of the discussions leading up to the entering into or performance of this Agreement and which is identified as confidential or is clearly by its nature confidential including information relating to this Agreement or the Services, data used or generated in the provision of the Services, or any of Customer's products, operations, processes, plans or intentions, know- how, trade secrets, market opportunities, customers and business affairs;

"**Customer Equipment**" means the Customer's Miners and other Customer equipment installed in the Licensed Area;

"**Data Center**" means the Whinstone leased site located at the former Alcoa Rockdale Energy Sandow Mine facility in Rockdale, Texas;

"**Data Center Rules**" means the rules applying to the Customer's use of the Data Center;

"**Data Protection Laws**" means the laws and regulations governing the use of personal data;

"**Defaulting Party**" shall have the meaning set out in Clause 13.2 below;

"**Developed IP**" shall have the meaning set out in Clause 6.5 below;

"**Extended Term**" shall have the meaning set out in Clause 13.1 below;

"**Force Majeure**" means any event beyond the reasonable control of either or both of the parties including but without limitation to war, civil war, armed conflict or acts of terrorism or a public enemy or other catastrophes, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule or regulation or direction coming into force after the date of this Agreement, epidemics, pressure waves caused by devices traveling at supersonic speeds, nuclear accident, and acts of God and strikes, slowdowns, lockouts or other labor stoppages excluding employee(s) of Whinstone affecting third parties which in each case causes either party to be unable to comply with all or a material part of its obligations under this Agreement;

"**Hosting Service**" means service providing electrical power and ventilation to the Customer Equipment as detailed in Clause 2.2 below;

"**Initial Term**" shall have the meaning set out in Clause 13.1 below;

"**Intellectual Property**" means all intellectual property, including patents, utility models, trade and service marks, trade names, domain names, rights in designs, copyrights, moral rights, topography rights, rights in databases, trade secrets and know-how, in all cases whether or not registered or registrable and including registrations and applications for registration of any of these and rights to apply for the same, rights to receive equitable remuneration in respect of any of these and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world;

"**IP Connection Service**" means the connection to the Customer Equipment permitting communication with the Internet as specified in the Service Details;

"**Licensed Area**" means the Building C where the Customer Equipment will be placed;

Doc ID: 0576fabd07d364f2cb98c7a9e3e9486c52860cc
RHOD-BK-00015785

"**Maintenance**" means any work carried out by Whinstone in order to upgrade, improve or maintain the Service including any modification, change, addition or replacement which does not detract from, reduce or impair the overall quality or performance of the Service;

"**Miners**" means cryptocurrency mining machines, which are part of the Customer Equipment, which connect using the IP Connection Service and send computation results to the Mining Pool.

"**Mining Pool**" is the pooling of resources by Miners, who share their processing power over a network, to split the reward equally, according to the amount of work they contributed to the probability of finding a block.

"**Services**" collectively means Hosting Service, Basic Remote Hands Service, and Advanced Remote Hands Service, with the Hosting Service and Basic Remote Hands Service provided as needed to the Customer;

"**Service Details**" means service details in the format provided by Whinstone pursuant to which the Customer may request Services;

"**Party**" means Whinstone and the Customer (as the case may be) and shall include their permitted assignees and "**Parties**" shall mean both of them;

"**Pass Through Rate**" shall have the meaning set out in Clause 3.11.2 below;

"**Personal Data**" shall have the meaning as defined under the Data Protection Laws;

"**PPM Agreement**" shall have the meaning set out in Clause 3.11.2 below;

"RFU Date" means the Ready For Use Date, which is the date Whinstone will fully provide the Customer the Services;

"RFU Notice" means the written notice provided by the Customer to Whinstone setting the Ready For Use Date. This RFU Notice shall be provided to Whinstone no less than thirty (30) days prior to the Ready For Use Date set forth in the RFU Notice.

"**Representatives**" means, in relation to any party, its officers, employees and agents;

"**Scheduled Maintenance**" means Maintenance that is: (i) carried out between the hours of 12:00 am to 6:00 am; and (ii) notified to the Customer at least five (5) Business Days in advance;

"**Specified Power Draw**" shall have the meaning set out in Clause 3.13 below;

"**Whinstone Equipment**" means any equipment which is supplied by or on behalf of Whinstone to the Customer for the purpose of providing the Services and includes any equipment specified in Service Details; and

1.2. In the event of any conflict between any of the documents referred to in this Clause 1.2, they shall be given the following order of priority:

1.2.1. the terms of the relevant Service Details;

1.2.2. the terms set out in this Agreement; and

1.2.3. the terms set out in the AUP.

Doc ID: 0576fabd962f4b22b8647446e8553a4d73f0da
RHOD-BK-00015786

1.3. In the Agreement:

1.3.1. references to Clauses, paragraphs and subparagraphs are references to clauses, paragraphs, subparagraphs of or to this Agreement;

1.3.2. the headings contained in this Agreement are for convenience only and shall not influence the interpretation of this Agreement;

1.3.3. any reference to a statute, statutory provision, subordinate legislation, code or guideline ("legislation") is a reference to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation.

1.4. Whinstone and the Customer each represents and warrants to each other that it has the power to enter into, exercise its rights under and perform and comply with its obligations under this Agreement and all actions, conditions and things required to be taken, fulfilled and done by it to so enter into, exercise its rights under and perform and comply with its obligations under this Agreement and ensure that those obligations are valid, legally binding and enforceable have been taken, fulfilled and done.

2. SERVICE DESCRIPTION

2.1. Data Center Facilities

2.1.1. Whinstone will provide an installation environment for the Customer Equipment including, but not limited to, the Licensed Area in two buildings, rack systems, electricity supply (including PDU), transforming equipment, free air cooling (including evaporative cooling and single phase liquid cooling), smoke detection, IP Connection Service and physical security. Physical security includes 24-hour patrol, camera security, and a fence around the Licensed Area.

2.1.2. Whinstone shall grant the Customer, free of charge, escorted access to the property in Rockdale, TX for equipment inspections, installation, removal, additions, subtractions or physical maintenance by prior appointment.

2.1.3. With written prior consent of the Customer, Whinstone may relocate the Customer Equipment within the Data Center or to another facility operated by Whinstone provided that there are no changes to the terms of this Agreement. Any such relocation of the Customer Equipment will be carried out by Whinstone. Any costs incurred in relation to such relocation will be borne by Whinstone. The Customer shall reserve the right to inspect the new facility beforehand.

2.1.4. When the Customer visits the property in Rockdale, TX or accesses the Data Center network remotely the Customer shall at all times comply with the Data Center Rules that have been provided to the Customer in advance; provided, however, that the Customer shall only be obligated to comply with such Data Center Rules to the extent that they are reasonable. Whinstone shall provide the Customer a copy of the Data Center Rules and shall send a new copy if there are any changes made therein.

2.1.5. Whinstone represents and warrants that building or other permits, city inspection, or certification is not required with regard to providing services under this Agreement.

2.1.6. Whinstone represents and warrants that the Data Center has been certified by the Texas Comptroller of Public Accounts as, and is presently publicly registered with the Texas Comptroller as a "Qualifying Data Center" within the meaning of the Texas Tax Code Section 151.359 and the rules promulgated thereunder, and, as such, is entitled to claim an exemption from the Texas state sales tax for qualifying purchases. Whinstone

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015787

covenants and agrees that the Data Center shall remain certified by and publicly registered with the Texas Comptroller as a "Qualifying Data Center" during and throughout the Initial Term.

2.2. Overview of Hosting Service

Whinstone shall be responsible for the following:

2.2.1. License of the Licensed Area.

2.2.2. Provision of the cabling for a connection to the IP Connection Service by way of a CAT 5e Ethernet cable.

2.2.3. Escorted access by the Customer's employees to the Customer Equipment at any time from 10 am to 5 pm Monday through Friday.

2.2.4. Monitored alarm and security call out service.

2.2.5. Physical Security: The facility will be surrounded by fencing and monitored by security cameras. Whinstone shall implement access control policies to ensure non-authorized persons are not able to enter the facility. Armed personnel will be onsite at all times.

2.2.6. IT Security: Whinstone will install a firewall and implement an IT security policy to prevent unauthorized access physically or remotely, viruses and ransomware. However, the Customer shall have the right to install its own firewall and implement its own security policies in the place of or in addition to Whinstone as mutually agreed to by both parties.

2.2.7. Fire detection and alarm system.

2.2.8. Equipment parts storage and inventory management.

2.2.9. After the RFU Date, acceptance of delivery of the Customer Equipment between 10:00 am to 4:00 pm on Business Days, subject to two (2) Business Days' notice to Whinstone, to be stored prior to installation.

2.2.10. Whinstone will be solely responsible for handling any complaints from third parties with respect to the noise from the Customer Equipment and shall hold the Customer harmless from any responsibility or costs arising out of or in relation to such complaints.

2.2.11. Whinstone will install all Customer Equipment on the data center racks, provide power and internet connection within thirty days of RFU Date. Installation includes unpacking, assembly and installation, LAN cable and power connection, initial setting, and garbage disposal.

2.2.12. Whinstone will provide stable power supply to the Customer's equipment at 240V. The equipment's power consumption may be adjusted by following instructions from the manufacturer. Whinstone will comply with any request from the Customer to adjust the power consumption if the total power consumption of all Customer equipment does not exceed the Specified Power Draw, or fall below eighty percent (80%) of the Specified Power Draw, unless both Parties mutually agree to do so.

2.2.13. Whinstone will follow the Service Level Agreement in Clause 4 and make its best efforts to ensure:

i. Average air intake temperature into the Customer's Miners is not greater than 30 degrees Celsius by maintaining sufficient airflow, preventing mixing of cool and

Doc ID: 0576fabb07d364f2b98c7a9e3e9486c652860acc
RHOD-BK-00015788

hot exhaust air from the equipment in the data center, and using evaporative cooling;

ii. Filters are used in the air intake system of the data center facility, and the air inside the data center is free of dust, insects, corrosion, precipitation and condensation.

iii. Intake and exhaust fans are free of obstruction or debris.

2.2.14. Whinstone will label all the Customer Equipment, cables, replacement parts to track inventory, replacement parts, and to make Basic Remote Hand Service the most efficient.

i. Whinstone will reference Miners with a unique identifiable identification number when giving reports to the Customer;

ii. For equipment other than Miners which may not have a unique ID number, Whinstone will properly label and store the equipment separate from other customers in the data center.

2.2.15. Whinstone will provide monthly reports to the Customer. These reports shall contain a summary of monthly power draw as measured from power consumption meters and include appropriate billing owed to Whinstone by the Customer.

2.2.16. Whinstone will provide Basic Remote Hands Service at no extra charge as outlined in Clause 2.3.1 and will offer Advanced Remote Hands Service for additional cost as outlined in Clause 2.4.1.

2.2.17. Customers may inspect the site before shipping its equipment and supplies to bring the Customer's Miners online. Upon completion of the inspection, the Customer may reduce the Specified Power Draw cited in Clause 3.12.1 if the site does not meet Customer's expectations and reduce the Advanced Remote Hands Service fee by the same proportionate amount as the reduction of Specified Power Draw.

2.3. Basic Remote Hands Service

2.3.1. Basic Remote Hands Service is available twenty-four (24) hours a day, seven (7) days a week. Where requested by the Customer, Whinstone staff shall be available to perform the following tasks only on the instructions of the Customer in respect of the Customer Equipment:

i. Remote monitoring of equipment performance and status;

ii. Remote fault diagnosis;

iii. Pushing a button;

iv. Switching a toggle;

v. Power cycling (turning on/off) the Customer Equipment;

vi. Re-setting, rebooting the Customer Equipment;

vii. Securing cabling to connections

viii. Observing, describing and/or reporting to the Customer indicator lights or display information on machines or consoles;

ix. Cable organization;

Doc ID: 0576bfab07d3641[illegible]

x. Modifying basic cable layout, labelling and/or re-labelling of the Customer Equipment;

xi. Cable patching;

xii. Checking alarms for faults; and/or

xiii. Inserting/removing discs or equivalent storage devices into/ from the Customer Equipment.

2.4. Advance Remote Hands Service

2.4.1. The following Advanced Remote Hands Services are not included in the Basic Remote Hands Service but may be provided by Whinstone to the Customer on a best effort basis. Unless explicitly expressed in Clause 2.3.1, in cases of ambiguity between Advanced Remote Hands Services and Basic Remote Hands Services, Advanced Remote Hands Services shall come into effect if the Customer Equipment must be taken off the rack:

i. Installing applications or software to the Customer Equipment;

ii. Uploading of data to the Customer Equipment;

iii. Configuring the Customer Equipment operating system;

iv. Configuring any software or applications on the Customer Equipment;

v. Customer Equipment component fault diagnosis;

vi. Software component fault diagnosis;

vii. Rectifying problems caused by the Customer Equipment or software;

viii. Rectifying problems caused by the Customer; or

ix. Any service whatsoever requiring the opening of the outer casing of any of the Customer Equipment.

2.4.2. Communication for Advance Remote Hands Service shall be done via email or Whinstone's ticketing system. Whinstone will follow the Service Level Agreement as well as the work schedule specified in Clause 4.

2.4.3. Advanced Remote Hands Service shall be provided by Whinstone to the Customer for a fixed monthly fee as detailed in Clause 3.12, separately from Hosting Fees which includes only the Basic Remote Hands Service.

3. CHARGES AND PAYMENTS

3.1. In consideration of the provision of the Services, the Customer shall pay charges in accordance with this Clause 3.

3.2. Whinstone shall issue a monthly invoice to the Customer no later than the tenth day of the following month containing all charges and fees for providing the Services under this contract, including the Hosting Fees prepayment under 3.11.2. The Customer shall pay the undisputed amounts of such invoice no later than the last day of the month in which the Customer receives it.

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015790

3.3. If the Customer requests Whinstone to provide any services other than contemplated in this Agreement, Whinstone shall be entitled to invoice the Customer for any and all changes to such services pursuant to the agreement between the parties.

3.4. If either Party fails to pay any amount owed under this Agreement by the dates set forth herein:

3.4.1. The Party to receive payment shall be entitled but not obliged to charge the Customer interest at a rate of 5% per year on the overdue amount commencing 14 business days after the due date up to the date of actual payment.

3.4.2. Actual power consumption is measured at the end of each month, and a credit or debit is applied toward the next hosting fee prepayment invoice. If the credit or debit is not paid or applied on that invoice, the Party to receive payment shall be entitled but not obliged to charge the other Party interest 5% per year on the overdue amount commencing 14 business days after the due date of the invoice to the date of actual payment.

3.5. All charges and payments referred to in this Agreement are inclusive of sales tax (if applicable) and all similar taxes and duties payable in respect of such payments. To the extent that additional tax is properly chargeable to the Customer, the Customer shall pay at the time that the payment becomes due.

3.6. All amounts due under this Agreement shall be paid in accordance with all work performed and services provided. In the event that the Parties change the scope of the services, Whinstone and the Customer will agree on all billing changes and handle each credit or debit once there is a mutual agreed amount.

3.7. In the event of any failure by either Party to make full payment to the other Party of any and all amounts due pursuant to this Agreement, the Party owing payment shall be responsible for all costs and expenses which the other Party reasonably incurs in collecting such amounts.

3.8. The Parties may combine charges and invoices and offset any amounts owed to the other Party.

3.9. This Clause intentionally left blank.

3.10. Installation Fees

3.10.1. This Clause intentionally left blank.

3.10.2. Installation is considered complete when the Miner is seen remotely connecting to the Mining Pool and sending computation. In cases of faulty equipment, installation will be considered complete when Whinstone diagnoses the fault, sends a report to the Customer, and completes installation of alternative equipment.

3.10.3. This Clause intentionally left blank.

3.11. Hosting Fees

3.11.1. The Hosting Fees cover all services and items specified in this Agreement except for Advanced Remote Hands Service in Clause 3.12 and is calculated based on the power consumption of the Customer Equipment and shall not include Whinstone's own equipment (PUE) or the equipment of Whinstone's other customers.

3.11.2. The Hosting Fee rate is the lesser of either (i) $0.01705 USD or (ii) the "Pass Through Rate" as hereinafter defined. As used herein, the "**Pass Through Rate**" is defined as the lesser of either (i) the "Net Effective Rate" as that rate is defined and calculated in the

Doc ID: 0576bfab07d364f2b98c7a9e3e9486c52860acc
0576bfab07d364f2b98c7a9e3e9486c52860acc

RHOD-BK-00015791

Pro Forma Pricing Model attached as Attachment C to that certain Power Services Agreement entered into by and between Whinstone and Priority Power Management LLC on April 3, 2020 (the "**PPM Agreement**") or (ii) the exact price at which Whinstone is billed monthly for electricity provided to Customer per kilowatt-hour. The Hosting Fee rate shall remain unchanged for 3 (three) consecutive years under any Extended Term under Clause 13.1. Whinstone will install power consumption meters at the transformers.

3.11.3. Whinstone, to the best of its knowledge, confirms that the "Pass Through Rate" is presently $14.74 per Megawatt Hour as shown in the Pro Forma Pricing Model attached as Attachment C to the PPM Agreement, a materially accurate copy of which is attached hereto as Exhibit "1". Customer understands that this rate is variable.

3.11.4. Hosting Fee rate = $17.05 per Megawatt Hour or lower depending on the "Pass Through Rate" for 3 years, with the option to renew for the remainder of the Initial Term at the same pre-agreed upon terms seen in 3.11.2, in one year increments. Whinstone will invoice a 5,000 kW upon deployment of the Customer Equipment. Whinstone will require the payment to be made fifteen days prior to powering the Licensed Area.

3.12. Advanced Remote Hands Service Fee

3.12.1. Whinstone will invoice the Customer a fixed monthly fee of $1,667.00 (USD) for the Advanced Remote Hands Services based on a scale of 1317 Miners, or 5mW equivalent. Whinstone will invoice Advanced Remote Hands Services together with the Hosting Fees and the applicable period for services rendered shall be the same month as the Hosting Fees unless otherwise specified. Notwithstanding the prior sentence, until all Specified Power Draw is provided, and all the Miners have been installed, Whinstone will invoice the Customer for Advanced Remote Hands Services based on the average number of installed Miners during the prior month. This fixed monthly fee will be credited towards Customer's power bill in the result that there is greater than or equal to eighty percent (80%) of the Specified Power Draw at the rate specified in Clause 3.11.1

3.12.2. Whinstone will adhere to all sections of the Service Level Agreement in Clause 4 as well as those specifically detailed for the Advanced Remote Hands Service.

3.12.3. In the likely result that the Advanced Remote Hands Service Fee is not necessary for Customer because they are monitoring their own systems with on-site staff, Customer will elect, in writing, that this service is no longer needed. Upon election and acceptance from Whinstone, this fixed monthly fee will be waived indefinitely.

3.13. Specified Power Draw

3.13.1. Whinstone will provide the Customer with at least 5,000 kW (5) MW of power available for the Services by the RFU Date. As a minimum commitment, regardless of power consumption, the Customer shall pay for Hosting Fees for greater than or equal to eighty percent (80%) of the Specified Power Draw at the rate specified in Clause 3.11.1.

3.13.2. Customer and Whinstone agree, to the best of their ability, to be fair in negotiations and working to a mutually beneficial decision in the result of unforeseen circumstances.

For Purpose of Example and Reference, a cost of power calculation has been provided below based on $17.05/mWh ($0.01705/kWh), the "Hosting Fee rate"

30-day month: 5,000 kW * Hosting Fee * 24 hours * 30days = $61,380.00
31-day month: 5,000kW * Hosting Fee * 24 hours * 31days = $63,426.00

3.13.3. If Whinstone determines that the over-usage of power cannot be reasonably permitted, Whinstone reserves the right to require the Customer to remove or deactivate sufficient

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015792

Customer Equipment to prevent such over-usage within 24 hours of notification, which will describe in detail the reasons for the removal or deactivation. Whinstone shall consult with the Customer in good faith before determining to remove or deactivate.

3.14. The Customer will pay to Whinstone the "Capital Expenditure" (as defined in the following sentence) not to exceed $800,000. The Capital Expenditure shall be paid in full to Whinstone no later than five (5) business days after the RFU Notice is provided. The "**Capital Expenditure**" is defined as the lesser of either (i) the actual costs of construction and buildout of the infrastructure, building and power requirements of the Licensed Area or (ii) Eight Hundred Thousand U.S. Dollars ($800,000.00 USD). No later than thirty (30) days after the the RFU date, Whinstone shall provide to Customer a full accounting of the actual costs of construction and buildout of the infrastructure, building and power requirements of the Licensed Area along with accurate receipts, bookkeeping, and proof of purchase for all invoices exceeding $5,000 per line item.

3.15. This Clause intentionally left blank.

3.16. Whinstone agrees that all costs of construction and buildout of the infrastructure, building and power requirements of the Licensed Area greater than $800,000 will be at the sole cost and expense of Whinstone. Whinstone agrees that, in the result of which this $800,000 is more than necessary for the Capital Expenditure, Whinstone will refund the remaining funds to Customer.

3.17. Whinstone represents and warrants that the Capital Expenditure and Hosting Fees shall be exempt from Texas state sales tax because the expenditures for which the Capital Expenditure and Hosting Fees will be allocated are qualifying purchases for a "qualifying data center" within the meaning of Texas Tax Code Section 151.359 and the rules promulgated thereunder. In the event that, at any time during the Initial Term, any Texas state sales tax should be assessed on any portion of the Capital Expenditure or any portion of the Hosting Fees, Whinstone shall pay such Texas state sales tax solely from its own funds and shall indemnify and hold harmless the Customer from any and all liability, charges, costs, assessments, fees, fines, penalties and interest arising out of such assessment.

3.18. Whinstone agrees that the Capital Expenditure allows Customer complete use of the Licensed Area for a continuous, uninterrupted period of ten (10) years, unless otherwise mutually agreed upon by both Parties in writing at a later date.

4. OPERATIONS AND SERVICE LEVEL AGREEMENT ("SLA")

4.1. Whinstone reserves the right to vary the technical specifications of the Services where necessary for operational reasons and without detracting from, reducing or impairing the overall quality or performance of the Services, after giving reasonable written notice to the Customer (except in the case of an emergency where notice is not possible; provided, however, that in such case, Whinstone shall provide notice to the Customer then as soon as reasonably possible).

4.2. Without prejudice to Clause 4.1, Whinstone reserves the right to, after providing the Customer with reasonable advance written notice (provided, however, that in the event of an emergency, as soon as reasonably possible) at any time to make any change, addition to or replacement of any part of the Services where this is required to conform with any applicable safety, statutory or legal requirement, provided that this does not detract from, reduce or impair the overall quality or performance of the Services.

4.3. The Customer may report any claims including failures of performance of the Services by Whinstone to the Whinstone support center at any time. Whinstone shall take all actions necessary to remedy such failures as soon as possible.

Doc ID: 0576bfab07d364f2cb98c7a9e3e9486c52860acc
RHOD-BK-00015793

4.4. Interface or access to inventory, monitoring and Hashtrend software is provided to the Customer at no additional charge.

4.5. Uptime Guarantee

4.5.1. Whinstone guarantees an uptime percentage (percentage of time to maintain uninterrupted performance of the total Customer Equipment) of 96.35% and no more than 6 days of planned downtime due to loss of power, construction, or network outage.

4.5.2. Whinstone will not charge Customer for any power cost during the period of which there is interrupted performance of the total Customer Equipment.

4.5.3. Whinstone will give at least twenty-four (24) hours advance notice to the Customer via email before any datacenter downtime, or any downtime affecting more than one hundred (100) machines at one time.

4.5.4. If any unplanned event causes more than 10% of equipment to go offline, Whinstone will acknowledge the alert within 1 hour and report immediately to the Customer. Whinstone will attempt to begin remedy of the issue within 1 hour of alert acknowledgement and shall provide a full incident report within 5 business days of alert acknowledgement to the Customer.

4.6. Performance Guarantee

4.6.1. Whinstone will perform maintenance and repairs to ensure the total daily average hashrate of all machines does not fall by more than 5% below the Customer Equipment manufacturer's specified range.

4.6.2. If total hourly average hashrate of all Customer Equipment falls more than 10% compared to the previous hour, Whinstone will respond to the incident within 1 hour and provide a full incident report within 5 business days of the incident to the Customer.

4.6.3. Whinstone will make the best effort to employ a monitoring system to monitor uptime, performance and other machine metrics.

4.6.4. Whinstone shall maintain average hashrate overall for Customer Equipment within the tolerance range of the equipment manufacturer's specifications.

4.6.5. Whinstone shall acknowledge alerts from its monitoring system within 30 minutes and respond within 1 hour. If the problem cannot be corrected, the Customer Equipment affected will be place in a maintenance queue and reported to the Customer by the next business day.

4.6.6. Whinstone will reply to notices from the Customer on the same business day.

4.6.7. Whinstone shall maintain an intake temperature suitable for proper operation of the machines. If any machines do overheat, Whinstone shall turn them off as soon as possible and report the issue to the Customer.

4.7. Advanced Remote Hands Service

4.7.1. Whinstone will provide Advanced Remote Hands Service from 9 am to 9 pm, seven days a week. This service includes repairs, unracking/racking units, and replacement of parts such as hashboards, fans, controller boards.

Doc ID: 0576bfab07d364f2cb98c7a9e3e9486c52860acc
RHOD-BK-00015794

4.7.2. If the hourly hashrate performance of a single Miner drops more than 10%, Whinstone will respond within 30 minutes, and attempt to repair or replace faulty parts and components within 1 hour. If the issue cannot be resolved within 1 hour, Whinstone will place the equipment into a maintenance repair queue.

4.7.3. Whinstone shall reduce the maintenance repair queue at all times it is not responding to any incidents.

4.8. Whinstone will sell electricity in lieu of providing electricity to the Customer if the Ercot Market profitability exceeds the 250% of the contract price. The profit will be distributed 100% to the Customer.

5. WHITELABELING OF SERVICES

The Customer may white label the Services and arrangements under this Agreement on a back-to-back basis to specifically named third parties upon thirty-day notification to Whinstone, and Whinstone shall accept such execution of this right provided there are no changes to the terms of this Agreement. Any requested changes to warranties, representations, obligations, or service levels to be provided by Whinstone shall be negotiated in good faith by the Parties. Unless prior arrangement is made, the Customer shall be responsible for billing and collection associated with any white label offering.

6. OWNERSHIP AND INTELLECTUAL PROPERTY

6.1. The Parties acknowledge and agree that the Customer Equipment is the sole property of the Customer. In no event shall Whinstone claim ownership of any of the equipment.

6.2. The Parties acknowledge and agree that any outcomes or productivities, including but not limited to, block chains, hash and digital currencies, generated from the operation of the equipment are the sole property of the Customer. In no event shall Whinstone claim the ownership of any of such outcomes or productivities.

6.3. Whinstone shall not sell or create any mortgage, lien, or any kind of encumbrance on the Customer Equipment, the Intellectual Property, or any outcomes or productivities owned by the Customer.

6.4. The Customer will have a non-transferable license to use any IP address allocated by Whinstone to the Customer for the duration of this Agreement. If this Agreement is terminated for any reason, the Customer's license to use the IP address shall automatically terminate.

6.5. Customer owns any Developed IP. "**Developed IP**" means any intellectual property other than Background IP created or discovered by the Parties in connection with this Agreement, including without limitation any reports Whinstone provides to Customer. "**Background IP**" means all intellectual property owned or licensed by a Party before starting services under this Agreement or independent of services under this Agreement. The Developed IP is a work made for hire for the Customer to the extent permitted by applicable law, and Customer retains all intellectual property rights in the Developed IP. To the extent that Whinstone or its personnel own any rights in the Developed IP, Whinstone assigns, or will procure the assignment of, all rights, title, and interest in the Developed IP to Customer. If applicable law prevents future assignments, Whinstone will assign, or will procure the assignment of, such rights as these are created. If applicable law prevents Whinstone from transferring ownership of any

Doc ID: 0576bfab07d364f2b98c7a9e3e9486c52860acc
0576fabe07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015795

Developed IP to Customer, Whinstone grants Customer a perpetual, irrevocable, exclusive, royalty-free, fully-paid, transferable, worldwide license, with the right to sublicense, to: (1) reproduce, prepare derivative works of, distribute, publicly perform, publicly display, and otherwise use such Developed IP; and (2) make, use, sell, offer for sale, import, export any component of, and otherwise dispose of such Developed IP. This agreement does not transfer any rights associated with Background IP, which will remain vested with their owners.

6.6 Whinstone will defend Customer and its affiliates, and indemnify them against liabilities in any third-party legal proceeding to the extent arising from an unaffiliated third party's allegation that Customer or its affiliate's use of the Services or any deliverable under this Agreement from Whinstone infringes or misappropriates the third party's Intellectual Property Rights.

7. CONFIDENTIALITY

7.1. The parties agree that Confidential Information:

7.1.1. shall be used solely for the purpose for which it was furnished in connection with performance of this Agreement;

7.1.2. shall be maintained in strict confidence and shall not be disclosed to third parties, provided, however, that Whinstone and the Customer may disclose Confidential Information to their respective affiliates and sub-contractors and their respective employees who need to have access to such Confidential Information for the purposes of providing the Services on the condition that Whinstone and the Customer shall procure compliance by such sub-contractors or affiliates and their respective employees with the terms of this Clause 7; provided, however, that Whinstone and the Customer shall be responsible for any breach of the obligations set forth in this Clause 7 by such sub-contractors or affiliates and their respective employees; and

7.1.3. upon termination of this Agreement shall be returned to the disclosing Party, together with all copies, or (at the disclosing Party's option) destroyed.

7.2. Any disclosure of Confidential Information permitted under Clause 7.1.2 shall be in confidence, and only be to the extent that any persons to whom the information is disclosed need to know the same for the performance of their duties and the receiving Party shall be obliged to procure that all such persons are aware of the obligation of confidentiality and undertake to comply with it.

7.3. The obligations of confidentiality and restricted use set out in Clauses 7.1 and 7.2 are not applicable to Confidential Information that:

7.3.1. was previously or becomes known to the receiving Party, free from any obligation to keep the same confidential (provided that Confidential Information disclosed in contemplation of the provision of the Services shall still remain subject to such obligations);

7.3.2. is or becomes generally available to the public, other than as a direct or indirect result of unauthorized disclosure by the receiving Party, its affiliates or a person engaged by the receiving Party or its affiliates contrary to their respective obligations of confidentiality;

7.3.3. is shown to have been independently developed by the receiving Party, its officers, employees, agents or contractors;

7.3.4. the Parties agree in writing that it need not be kept confidential; or

Doc ID: 0576fab07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015796

7.3.5. is required to be disclosed by law or by regulation or by the order of any governmental authority or court provided that, to the extent permitted by law, prior to any disclosure, the receiving Party notifies the disclosing Party of the information to be disclosed and the circumstances in which the disclosure is alleged to be required as early as reasonably possible before such disclosure must be made and, at the disclosing Party's request and cost, assists the disclosing Party in avoiding or limiting any such disclosure.

7.4. Without prejudice to any other rights and remedies that the disclosing Party may have, the receiving Party agrees that if Confidential Information is used or disclosed or threatened to be used or disclosed other than in accordance with the terms of this Agreement, the disclosing Party shall, without proof of special damage, be entitled to seek an injunction, specific performance or other equitable relief for any actual or threatened breach of this Clause 7.

7.5. Notwithstanding Clause 7.1, Whinstone will request in writing to the Customer and request the Customer to participate in its advertising and/or promotional literature and other materials. The Customer has the right to opt out of any and all advertising request.

7.6. In order for Whinstone to provide the Services, the Customer will need to supply certain information or data. Where such information or data constitutes Personal Data, Whinstone will comply with the Data Protection Laws. The Parties shall duly observe and comply with all their obligations under the Data Protection Laws in relation to any Personal Data processed in connection with this Agreement and shall render such assistance and cooperation as is reasonably necessary or reasonably requested by the other Party in respect thereto.

7.7. It shall be the Customer’s responsibility to keep any Personal Data provided to Whinstone up to date and the Customer warrants and undertakes to Whinstone that all of its Personal Data and contact details are accurate and complete.

7.8. Whinstone may pass the Customer’s Personal Data to Whinstone affiliates and to any third-party suppliers Whinstone may use to provide services that involve processing data on Whinstone’s behalf for the purpose of providing the Services and as contemplated by the terms of this Agreement; provided, however, that Whinstone shall be responsible for any breach of the obligations set forth in this Clause 7 by such affiliates and third party suppliers.

8. LIABILITY, REPRESENTATIONS, WARRANTIES, AND INDEMNIFICATIONS

8.1. Both Parties represent and warrant that they have the right and capacity to enter into this Agreement and fully perform their respective obligations hereunder;

8.2. Whinstone shall perform the Services as described herein and shall provide the Services in a professional manner consistent with industry standards.

8.3. Whinstone hereby agrees to indemnify and hold harmless the Customer and any of its managers, owners, successors, licensees and assignees, from any and all losses, costs, liabilities, damages and expenses, including but not limited to, reasonable attorney fees resulting from any breach of any obligations, representation, warranty and/or covenant under this Agreement. Notwithstanding any provisions herein, Whinstone agrees to indemnify the Customer for any losses directly or indirectly caused by negligence or intentional or willful misconduct of Whinstone in its performance of obligations under this Agreement, including but not limited to, faulty operations, bad design, or misuse of the facilities in the datacenter.

Doc ID: 0576bfab07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015797

8.4. If electrical supply is suspended for five (5) or more consecutive days, or more than seven (7) days in any twelve (12) month period due to any cause other than due to Force Majeure event, the Customer is entitled to suspend or terminate this Agreement by giving a written notice to Whinstone. Written notice will be signed and emailed to Whinstone, and a physical copy will be sent to Whinstone's registered address. The timestamp of the email will be considered the date of the receipt of such notice. If the Customer terminates this Agreement for the aforementioned reason, Whinstone shall pay for the costs to decommission, clean, package onto pallets and for the shipping cost to transport all Customer's Customer Equipment to a new location.

8.5. Neither Party excludes or limits its liability to the other Party for:

8.5.1. death or personal injury caused by its negligence;

8.5.2. fraud or fraudulent misrepresentation.

8.6. Subject to Clauses 6, 8.5, 8.7, and claims for outstanding payment, the aggregate liability of each Party to the other in contract, tort (including negligence), for breach of a statutory duty or otherwise arising under or in connection with this Agreement or its subject matter shall be limited to a sum equal to the greater of: (i) the aggregate charges payable by the Customer to Whinstone in the twelve-month period immediately prior to the date on which the cause of action first arose or, if the Agreement had been in force for less than twelve months at that date, the annualized amount of the charges payable by that date; and (ii) USD $250,000.

8.7. Subject to Clause 8.5 but notwithstanding anything else in this Agreement, the aggregate liability of:

8.7.1. the Customer to Whinstone for damage to property, in contract, (including negligence) or otherwise arising under or in connection with this Agreement shall be limited to a sum equal to the aggregate charges payable by the Customer to Whinstone in the twelve-month period immediately prior to the date on which the cause of action first arose or, if the Agreement has been in force for less than twelve months on such date, the annualized amount of the charges payable by that date; and

8.7.2. Whinstone to the Customer for damage to property, in contract, tort (including negligence) or otherwise arising under or in connection with this Agreement shall be limited to a sum equal to the aggregate charges payable by the Customer to Whinstone in the twelve-month period immediately prior to the date on which the cause of action first arose or, if the Agreement has been in force for less than twelve months on such date, the annualized amount of the charges payable by that date.

8.8. In no event will Whinstone have any liability for non-provision or delay in the provision of the Services which:

8.8.1. can be reasonably attributed to the acts or omissions of the Customer, its affiliates, employees, workers, sub-contractors, agents or customers including but not limited to failure to provide complete, accurate information in a timely manner for Whinstone;

8.8.2. arises from or as a consequence of use of the Services other than in accordance with the express terms of this Agreement; and/or

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015798

8.8.3. occurs during any period of suspension in accordance with Clause 12, provided, however, that this Clause 8.8 shall not apply in the case of willful misconduct or negligence by Whinstone, its affiliates, employees, workers, sub-contractors or agents.

8.9. The Customer acknowledges that Whinstone would not enter into this Agreement at the prices herein without the foregoing limitations of liability. Each Party acknowledges that the allocation of risk in this Agreement (including the exclusions and limitations set out in this Clause 8) has been freely negotiated at arm's length and is regarded by it as reasonable. The Customer acknowledges that it has had an opportunity to consider adequate insurance cover and to obtain professional advice in relation to this Clause 8.

8.10. Whinstone shall not be liable for any claim arising under this Agreement unless the Customer gives Whinstone written notice of the claim within twelve months of becoming aware of the circumstances giving rise to the claim.

8.11. Whinstone shall maintain minimum general business liability insurance in the amount of ten million US Dollars per occurrence or replacement value of the Customer's Customer Equipment, whichever is lower. This coverage will not include business income interruption coverage. The Customer is responsible for insuring their equipment and business income interruption insurance.

8.12. Whinstone represents to the Customer that it has secured rights to at least 100 acres of leased land for two years for the Data Center and secured for commercial access up to one (1) gigawatt of aggregated electricity that can be delivered to the Data Center, of which a portion of that may be incrementally offered to the Customer under an Extended Term.

9. ASSIGNMENT

9.1. This Agreement and all rights and obligations hereunder, in whole or in part, may be assigned or transferred by the Customer without the prior written consent of Whinstone. The Customer shall provide prompt written notice to Whinstone of any such assignment or transfer. Following such assignment or transfer, but provided that the Customer has provided written notice thereof to Whinstone, (i) the assignee or transferee shall assume and be liable to Whinstone for the full and faithful performance of all of the Customer's obligations under this Agreement and be considered the "Customer" for all purposes under this Agreement and (ii) Rhodium JV LLC shall have no further liability to Whinstone..

9.2. Whinstone may, upon receipt of the Customer's prior written consent, assign, sub-license or deal in any other manner with this Agreement or any rights under the Agreement, or sub-contract any or all of any or all of obligations under this Agreement to one or more of its affiliates or to any third party upon a sale of all or substantially all of its assets and will provide notice to the Customer of any such assignment, provided, however, that the Customer is provided with the Services under the same terms and conditions as those of this Agreement until the expiration of the Initial Term or the relevant Extended Term, as the case may be, of this Agreement.

10. FORCE MAJEURE

10.1. Neither Party shall in any circumstances be liable to the other for any loss of any kind whatsoever including any damages whether directly or indirectly caused or incurred by the

Doc ID: 0576fabd07d364f2b98c7a9e3a9486c52860acc
RHOD-BK-00015799

other Party by reason of any failure or delay in the performance of its obligations hereunder which is due to Force Majeure.

10.2. If either of the Parties becomes aware of circumstances of Force Majeure which give rise to or which are likely to prevent the performance of any obligations on its part, it shall as soon as reasonably possible and in any event within five (5) Business Days after commencement of the Force Majeure serve notice in writing on the other Party specifying the nature and extent of the circumstances giving rise to Force Majeure.

10.3. If either Party is prevented from performance of substantially all of its obligations by Force Majeure for more than two (2) months in total, the other Party may terminate this Agreement by giving notice in writing to the other Party at any time, in which case neither Party shall have any liability to the other except that rights and liabilities which accrued prior to such termination shall continue to subsist.

11. NOTICES

11.1. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt, or (a) personal delivery to the Party to be notified, (b) when sent, if sent by electronic mail or facsimile during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the respective Parties at their address as set forth below, or to such e-mail address, as subsequently modified by written notice given in accordance with this Clause 11 herein:

11.2. The addresses of the parties for the purposes of Clause 11.1 are:

11.2.1. Whinstone US, Inc.

2721 Charles Martin Hall Road
Rockdale, Texas 76567
Marked for the attention of: Lyle Theriot
Email: Lyle.Theriot@whinstone.us
Attention: Lyle Theriot

11.2.2. Rhodium JV LLC.

7546 Pebble Drive
Fort Worth, Texas 76118
Marked for the attention of: Cameron Blackmon
Email: cameronblackmon@imperiumpartners.io
Attention: Cameron Blackmon

11.3. In proving service, it shall be sufficient to prove that the envelope containing such notice was addressed to the address of the relevant party set out in Clause 11.2 (or as otherwise notified by that party under this Clause) and delivered to that address.

12. SUSPENSION OF SERVICE

12.1. Whinstone reserves the right to suspend the Services for the following reasons:

12.1.1. to carry out Maintenance with the prior written consent of the Customer;

Doc ID: 0876fa8e96d27d42bb8c744ce8058a4d38b8cc

12.1.2. to make any modification, change, addition to, or replacement of, the Whinstone Equipment or any part of the IP Connection Service or the Services where this is required to conform with any applicable safety, statutory or legal requirements, provided that such modification, change, addition or replacement does not detract from, reduce or impair the overall quality or performance of the Services with prior written consent of the Customer;

12.1.3. where the Customer fails to pay any undisputed Charges in accordance with Clause 3;

12.1.4. where Whinstone is obliged to comply with an order, instruction or request of Government, court, law enforcement agency or other competent administrative or regulatory authority, in which case Whinstone shall provide notice to the Customer as soon as possible, and cooperate with the Customer to mitigate losses or take other appropriate actions;

12.1.5. in an emergency; or

12.1.6. where Whinstone has reason to terminate this Agreement in accordance with its terms.

12.2. Where suspension of the Services is necessary in accordance with the provisions of Clause 12.1.2, Whinstone will carry out such work as Scheduled Maintenance but in circumstances where this is not possible, Whinstone shall use all reasonable endeavors to perform such work between the hours of midnight and 6am and shall restore the Services as soon as reasonably practical in the circumstances.

12.3. If Whinstone exercises its right of suspension under this Clause, this will not exclude its right to terminate this Agreement later in respect of that or any other event, nor will it prevent Whinstone claiming damages from the Customer in respect of any breach.

13. TERMINATION

13.1. This Agreement shall commence on the Effective Date and shall continue for a period of One hundred twenty (120) months from the RFU Date ("**Initial Term**") unless and until terminated in accordance with this Clause 13.

This Agreement shall be automatically extended for a period of 12 months ("**Extended Term**") at the end of the Initial Term and at the end of each Extended Term. The Customer can terminate the contract at the end of the twelfth month of the Initial Term or any Extended Term with no penalty by notifying Whinstone in writing sixty (60) days prior to the end of the contract. Unless notified in writing of termination by the Customer as mentioned above, the Customer contract will renew automatically for an additional twelve (12) months under the same conditions.

13.2. Customer Elected Termination. Whinstone understands and agrees that the Customer shall have the right to elect not to provide a RFU Notice in relation to this Agreement. If no RFU Notice is provided to Whinstone prior to June 1, 2028, this Agreement shall be considered terminated with immediate effect and any rights or obligations of either Party under this Agreement shall be null and void.

13.3. Termination for Cause. Either party (the "**Non-Defaulting Party**") may terminate this Agreement (without prejudice to its other rights and remedies) with immediate effect by written notice to the other party (the "**Defaulting Party**") if:

13.3.1. the Defaulting Party commits a material breach of any of its material obligations under this Agreement (including failing to pay any sums payable under this Agreement by the due date) and if the breach is capable of remedy, fails to remedy it during the period of 30

Doc ID: 0576bfab07d364f2b98c7a9e3e9486c652860cc
RHOD-BK-00015801

days starting on the date of receipt of notice from the Non- Defaulting Party specifying the breach and requiring it to be remedied; or

13.3.2. the Defaulting Party becomes insolvent including being unable to pay its debts as they fall due and/or that the value of its assets is less than the amount of its liabilities, taking into account its contingent and prospective liabilities, proposes an individual, company or partnership voluntary arrangement, has a receiver, administrator or manager appointed over the whole or any part of its business or assets; if any petition shall be presented, order shall be made or resolution passed for its winding up (except for the purpose of a bona fide amalgamation or reconstruction), bankruptcy or dissolution (including the appointment of provisional liquidators/interim receivers or special managers); if it shall otherwise propose or enter into any composition or arrangement with its creditors or any class of them; if it ceases or threatens to cease to carry on business or if it claims the benefit of any statutory moratorium; or

13.3.3. the Defaulting Party suffers, or there occurs in relation to that party, any event which is analogous to any of the events referred to in Clause 13.2.2 in any part of the world.

13.3.4. In the case that the Customer terminates this Agreement due to Whinstone's failure to cure a default, or the matters specified in Clause 13.3 or 13.4, Whinstone will pay for the costs to decommission, clean, package onto pallets and ship the Customer equipment to a new location. Whinstone will also pay Customer's lost revenue from mining resulting from such termination converted to US dollars, which shall be calculated based on the average market price of the mined digital asset and mining difficulty levels for a period of four calendar weeks from the date of the termination.

13.4. It is in the best interest of both Parties to pursue all reasonable efforts to remedy any issues with the Services or Service Level Agreement without termination or penalties. In cases of negligence or failure to maintain the Service Level Agreement for more than two (2) consecutive months, the Customer shall be entitled to the right to terminate the Agreement.

13.5. If Whinstone fails to install all of the Customer Equipment within 60 days of the RFU Date, the Customer shall be entitled to terminate or suspend the Agreement, and Whinstone shall refund the customer the 90% of the installation charges.

13.6. Either Party may terminate this Agreement with immediate effect by written notice and without further obligation or liability to the Customer if required by any law enforcement or other government or regulatory organization or authority or by the courts.

13.7. All rights and obligations of the Parties shall cease to have effect immediately upon termination of this Agreement, except that termination shall not affect:

13.7.1. accrued rights and obligations of the Parties at the date of termination; and

13.7.2. the continued survival and validity of the rights and obligations of the Parties under Clauses 7, 8, this Clause 13.4 and Clauses 15, 17 and 19 and any other provisions of this Agreement necessary for the interpretation or enforcement of this Agreement.

13.8. For the avoidance of doubt, save where otherwise agreed in writing between the Parties, termination of any Services at a site does not constitute termination of this Agreement, and, where this Agreement has been terminated in accordance with its terms, all Services will automatically terminate upon such termination.

13.9. Upon termination of this Agreement, the Customer shall at its own cost and expense return to Whinstone all IP addresses provided to it by Whinstone.

Doc ID: 0576bfab07d364f2cb98c7a9e3e9486c52860acc
0576bfab07d364f2cb98c7a9e3e9486c52860acc

RHOD-BK-00015802

14. ANTI-BRIBERY AND CORRUPTION

Each Party warrants and represents that it has not and will not carry out any act that could be an offense under anti-bribery laws.

15. APPLICABLE LAW

This Agreement shall be governed by Texas Law and the parties hereby submit to the exclusive jurisdiction of the Texas courts.

16. GENERAL

16.1. No failure or delay of either Party in exercising its rights hereunder (including the right to require performance of any provision of this Agreement) shall be deemed to be a waiver or release of such rights. Any waiver or release must be specifically granted in writing signed by the Party waiving its rights and shall:

16.1.1. be confined to the specific circumstances in which it is given;

16.1.2. not affect any other enforcement of the same or any other right; and

16.1.3. unless it is expressed to be irrevocable, be revocable at any time in writing.

Any single or partial exercise of any right, power or remedy provided by law or under this Agreement shall not preclude any other or further exercise of it or the exercise of any other right, power or remedy.

16.2. If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:

16.2.1. the legality, validity, or enforceability in that jurisdiction of any other provision of this Agreement; or

16.2.2. the legality, validity, or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

16.3. All work performed by Whinstone under this Agreement shall be performed as an independent contractor and not as an agent of the Customer and neither Party shall be, nor represent itself to be, the employee, agent, representative, partner or joint venture of the other. Neither Party shall have the right or authority to assume or create an obligation on behalf of or in the name of the other or to otherwise act on behalf of the other. The performing Party shall be responsible for its employees' compliance with all applicable laws, rules, and regulations while performing work under this Agreement.

16.4. No modification, amendment or other change may be made to this Agreement or any part thereof unless reduced to writing and executed by authorized representatives of Whinstone and the Customer. Unless expressly so agreed, no modification or variation of this Agreement shall constitute or be construed as a general waiver of any provisions of this Agreement, nor shall it affect any rights, obligations or liabilities under this Agreement which have already accrued up to the date of such modification or waiver, and the rights and obligations of the Parties under this Agreement shall remain in full force and effect, except and only to the extent that they are so modified or varied.

Doc ID: 0576fabd07d364f2cb98c7a9e3e9486c52860acc
RHOD-BK-00015803

17. ENTIRE AGREEMENT

17.1. This Agreement constitutes the entire understanding between the Parties concerning the subject matter of the Agreement and supersedes any previous agreement or understanding between the Parties in relation to the subject matter.

17.2. With effect from the date of this Agreement all Services shall be provided solely in accordance with the terms of this Agreement and all prior agreements and understandings between the Parties in relation to the same shall be deemed terminated from the date hereof. Save in respect of rights and liabilities arising prior to such date, all such prior agreements and understandings shall cease to be of effect from the date of signature of this Agreement. In no event shall the pre-printed terms and conditions found on any Customer purchase order, acknowledgement, or other form be considered an amendment or modification of this Agreement, even if such documents are signed by representatives of both Parties; such pre- printed terms and conditions shall be null and void and of no force and effect.

17.3. Each Party acknowledges and agrees that in entering into the Agreement or in amending any part of this Agreement, it has not relied on any statement, representation, warranty, understanding, undertaking, promise or assurance (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in the Agreement. Each Party irrevocably and unconditionally waives all claims, rights and remedies which but for this clause it might otherwise have had in relation to any of the foregoing.

17.4. Nothing in Clauses 17.1 to 17.3 (inclusive) shall limit or exclude any liability for fraud.

18. COUNTERPARTS

18.1. This Agreement shall be executed in two originals, each Party shall retain one original respectively This Agreement shall not be effective until each of the Parties has executed at least one counterpart.

18.2. Each counterpart shall constitute an original, but all the counterparts shall together constitute one and the same instrument.

19. THIRD PARTIES

It is agreed that this Agreement is not intended to and does not give to any other person who is not a party to this Agreement any rights to enforce directly any provisions contained in this Agreement except for any person to whom the benefit of this Agreement is assigned or transferred in accordance with Clause 9.

20. FURTHER ASSURANCE

Each Party shall, if requested by the other Party and at the other Party's cost, execute or cause to be executed all documents and do or cause to be done all further acts and things as may be necessary in order to vest in and secure to the other Party and its successors in title the full benefit of the assets, rights and benefits to be transferred or granted to the other Party under this Agreement and for the protection and enforcement of the same and otherwise to give effect to this Agreement and to the rights and obligations contained within this Agreement.

Doc ID: 0576bfab07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015804

The Agreement shall come into force from the seal or signature date by both Parties. This Agreement is made out in two original copies, one copy to be held by each Party in witness thereof.

CUSTOMER:

On behalf of Rhodium JV LLC,
By: Imperium Investments Holdings LLC
Its: Manager

x Cameron Blackmon

By: Cameron Blackmon

Its: Manager

Date: 06 / 30 / 2020

WHINSTONE:

On behalf of Whinstone US, Inc.

x Chad Everett Harris

Name: Chad Everett Harris

Title: Director

Date: 07 / 09 / 2020

Doc ID: 0576[illegible]cc

EXHIBIT 1

Doc ID: 0576bfab07d3674f2cb98c749e3e9486c052860cc
RHOD-BK-00015806

New Hosting Service Agreement No. #R-5MW-014

THIS AGREEMENT (defined below) shall be effective upon the date of receipt of the electronic signature by Whinstone US, Inc.

BY AND BETWEEN

Whinstone US, Inc., a company having its registered office located at 2721 Charles Martin Hall Road, Rockdale, Texas 76567("**Whinstone**")

AND

Rhodium JV LLC of 7546 Pebble Drive, Fort Worth, Texas 76118, (the "**Customer**").

Whinstone and the Customer are referred to individually as "**Party**" and collectively as "**Parties**".

WHEREAS

(A) Whinstone wishes to provide electrical power at its site under the terms and conditions contained in this New Hosting Service Agreement entered into by and between the Parties as of the seal or signature date of both Parties with a Ready For Use ("**RFU**") Date to be set by the Customer no sooner than thirty (30) days from the date of the RFU Notice (as hereinafter defined); and

(B) The Customer desires to utilize Whinstone's services and intends operate 5 MW of Miners and immersible equipment on Whinstone's property in Rockdale, Texas.

NOW THEREFORE, the parties hereby agree as follows:

1. DEFINITIONS

1.1. In this Agreement the following words and expressions shall have the meanings set out below. Additional terms may be defined in the context of particular provisions of this Agreement:

"**Agreement**" means these terms and conditions, any orders placed under them, and any amendments or additions or replacements to any of the aforementioned;

"**AUP**" or "**Acceptable Usage Policy**" means Whinstone Acceptable Usage Policy from time to time which, at the date of this Agreement, is set out in a Schedule to this Agreement;

"**Advanced Remote Hands Service**" means repair and maintenance services that require taking Customer Equipment off rack as detailed in Clause 2.4 below;

"**Background IP**" shall have the meaning set out in Clause 6.5 below;

"**Basic Remote Hands Service**" means repair and maintenance services performed without taking Customer Equipment off rack as detailed in Clause 2.3 below;

"**Business Day**" means a day which is not a Saturday, Sunday or a public holiday in the United States;

"**Capital Expenditure**" shall have the meaning ascribed to that term in Clause 3.14.1 below.

"**Confidential Information**" means the terms of this Agreement and all information whether in written or any other form which has been or may be disclosed in the course of the discussions leading up to the entering into or performance of this Agreement and which is identified as confidential or is clearly by its nature confidential including information relating to this Agreement or the Services, data used or generated in the provision of the Services, or any of Customer's products, operations, processes, plans or intentions, know- how, trade secrets, market opportunities, customers and business affairs;

"**Customer Equipment**" means the Customer's Miners and other Customer equipment installed in the Licensed Area;

"**Data Center**" means the Whinstone leased site located at the former Alcoa Rockdale Energy Sandow Mine facility in Rockdale, Texas;

"**Data Center Rules**" means the rules applying to the Customer's use of the Data Center;

"**Data Protection Laws**" means the laws and regulations governing the use of personal data;

"**Defaulting Party**" shall have the meaning set out in Clause 13.2 below;

"**Developed IP**" shall have the meaning set out in Clause 6.5 below;

"**Extended Term**" shall have the meaning set out in Clause 13.1 below;

"**Force Majeure**" means any event beyond the reasonable control of either or both of the parties including but without limitation to war, civil war, armed conflict or acts of terrorism or a public enemy or other catastrophes, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule or regulation or direction coming into force after the date of this Agreement, epidemics, pressure waves caused by devices traveling at supersonic speeds, nuclear accident, and acts of God and strikes, slowdowns, lockouts or other labor stoppages excluding employee(s) of Whinstone affecting third parties which in each case causes either party to be unable to comply with all or a material part of its obligations under this Agreement;

"**Hosting Service**" means service providing electrical power and ventilation to the Customer Equipment as detailed in Clause 2.2 below;

"**Initial Term**" shall have the meaning set out in Clause 13.1 below;

"**Intellectual Property**" means all intellectual property, including patents, utility models, trade and service marks, trade names, domain names, rights in designs, copyrights, moral rights, topography rights, rights in databases, trade secrets and know-how, in all cases whether or not registered or registrable and including registrations and applications for registration of any of these and rights to apply for the same, rights to receive equitable remuneration in respect of any of these and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world;

"**IP Connection Service**" means the connection to the Customer Equipment permitting communication with the Internet as specified in the Service Details;

"**Licensed Area**" means the Building C where the Customer Equipment will be placed;

Doc ID: 0576fabd07d364f2cb98c7a9e3e9486c52860cc
RHOD-BK-00015808

"**Maintenance**" means any work carried out by Whinstone in order to upgrade, improve or maintain the Service including any modification, change, addition or replacement which does not detract from, reduce or impair the overall quality or performance of the Service;

"**Miners**" means cryptocurrency mining machines, which are part of the Customer Equipment, which connect using the IP Connection Service and send computation results to the Mining Pool.

"**Mining Pool**" is the pooling of resources by Miners, who share their processing power over a network, to split the reward equally, according to the amount of work they contributed to the probability of finding a block.

"**Services**" collectively means Hosting Service, Basic Remote Hands Service, and Advanced Remote Hands Service, with the Hosting Service and Basic Remote Hands Service provided as needed to the Customer;

"**Service Details**" means service details in the format provided by Whinstone pursuant to which the Customer may request Services;

"**Party**" means Whinstone and the Customer (as the case may be) and shall include their permitted assignees and "**Parties**" shall mean both of them;

"**Pass Through Rate**" shall have the meaning set out in Clause 3.11.2 below;

"**Personal Data**" shall have the meaning as defined under the Data Protection Laws;

"**PPM Agreement**" shall have the meaning set out in Clause 3.11.2 below;

"RFU Date" means the Ready For Use Date, which is the date Whinstone will fully provide the Customer the Services;

"RFU Notice" means the written notice provided by the Customer to Whinstone setting the Ready For Use Date. This RFU Notice shall be provided to Whinstone no less than thirty (30) days prior to the Ready For Use Date set forth in the RFU Notice.

"**Representatives**" means, in relation to any party, its officers, employees and agents;

"**Scheduled Maintenance**" means Maintenance that is: (i) carried out between the hours of 12:00 am to 6:00 am; and (ii) notified to the Customer at least five (5) Business Days in advance;

"**Specified Power Draw**" shall have the meaning set out in Clause 3.13 below;

"**Whinstone Equipment**" means any equipment which is supplied by or on behalf of Whinstone to the Customer for the purpose of providing the Services and includes any equipment specified in Service Details; and

1.2. In the event of any conflict between any of the documents referred to in this Clause 1.2, they shall be given the following order of priority:

1.2.1. the terms of the relevant Service Details;

1.2.2. the terms set out in this Agreement; and

1.2.3. the terms set out in the AUP.

Doc ID: 0576fabd07d3641[illegible]

1.3. In the Agreement:

1.3.1. references to Clauses, paragraphs and subparagraphs are references to clauses, paragraphs, subparagraphs of or to this Agreement;

1.3.2. the headings contained in this Agreement are for convenience only and shall not influence the interpretation of this Agreement;

1.3.3. any reference to a statute, statutory provision, subordinate legislation, code or guideline ("legislation") is a reference to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation.

1.4. Whinstone and the Customer each represents and warrants to each other that it has the power to enter into, exercise its rights under and perform and comply with its obligations under this Agreement and all actions, conditions and things required to be taken, fulfilled and done by it to so enter into, exercise its rights under and perform and comply with its obligations under this Agreement and ensure that those obligations are valid, legally binding and enforceable have been taken, fulfilled and done.

2. SERVICE DESCRIPTION

2.1. Data Center Facilities

2.1.1. Whinstone will provide an installation environment for the Customer Equipment including, but not limited to, the Licensed Area in two buildings, rack systems, electricity supply (including PDU), transforming equipment, free air cooling (including evaporative cooling and single phase liquid cooling), smoke detection, IP Connection Service and physical security. Physical security includes 24-hour patrol, camera security, and a fence around the Licensed Area.

2.1.2. Whinstone shall grant the Customer, free of charge, escorted access to the property in Rockdale, TX for equipment inspections, installation, removal, additions, subtractions or physical maintenance by prior appointment.

2.1.3. With written prior consent of the Customer, Whinstone may relocate the Customer Equipment within the Data Center or to another facility operated by Whinstone provided that there are no changes to the terms of this Agreement. Any such relocation of the Customer Equipment will be carried out by Whinstone. Any costs incurred in relation to such relocation will be borne by Whinstone. The Customer shall reserve the right to inspect the new facility beforehand.

2.1.4. When the Customer visits the property in Rockdale, TX or accesses the Data Center network remotely the Customer shall at all times comply with the Data Center Rules that have been provided to the Customer in advance; provided, however, that the Customer shall only be obligated to comply with such Data Center Rules to the extent that they are reasonable. Whinstone shall provide the Customer a copy of the Data Center Rules and shall send a new copy if there are any changes made therein.

2.1.5. Whinstone represents and warrants that building or other permits, city inspection, or certification is not required with regard to providing services under this Agreement.

2.1.6. Whinstone represents and warrants that the Data Center has been certified by the Texas Comptroller of Public Accounts as, and is presently publicly registered with the Texas Comptroller as a "Qualifying Data Center" within the meaning of the Texas Tax Code Section 151.359 and the rules promulgated thereunder, and, as such, is entitled to claim an exemption from the Texas state sales tax for qualifying purchases. Whinstone

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c652860acc
RHOD-BK-00015810

covenants and agrees that the Data Center shall remain certified by and publicly registered with the Texas Comptroller as a "Qualifying Data Center" during and throughout the Initial Term.

2.2. Overview of Hosting Service

Whinstone shall be responsible for the following:

2.2.1. License of the Licensed Area.

2.2.2. Provision of the cabling for a connection to the IP Connection Service by way of a CAT 5e Ethernet cable.

2.2.3. Escorted access by the Customer's employees to the Customer Equipment at any time from 10 am to 5 pm Monday through Friday.

2.2.4. Monitored alarm and security call out service.

2.2.5. Physical Security: The facility will be surrounded by fencing and monitored by security cameras. Whinstone shall implement access control policies to ensure non-authorized persons are not able to enter the facility. Armed personnel will be onsite at all times.

2.2.6. IT Security: Whinstone will install a firewall and implement an IT security policy to prevent unauthorized access physically or remotely, viruses and ransomware. However, the Customer shall have the right to install its own firewall and implement its own security policies in the place of or in addition to Whinstone as mutually agreed to by both parties.

2.2.7. Fire detection and alarm system.

2.2.8. Equipment parts storage and inventory management.

2.2.9. After the RFU Date, acceptance of delivery of the Customer Equipment between 10:00 am to 4:00 pm on Business Days, subject to two (2) Business Days' notice to Whinstone, to be stored prior to installation.

2.2.10. Whinstone will be solely responsible for handling any complaints from third parties with respect to the noise from the Customer Equipment and shall hold the Customer harmless from any responsibility or costs arising out of or in relation to such complaints.

2.2.11. Whinstone will install all Customer Equipment on the data center racks, provide power and internet connection within thirty days of RFU Date. Installation includes unpacking, assembly and installation, LAN cable and power connection, initial setting, and garbage disposal.

2.2.12. Whinstone will provide stable power supply to the Customer's equipment at 240V. The equipment's power consumption may be adjusted by following instructions from the manufacturer. Whinstone will comply with any request from the Customer to adjust the power consumption if the total power consumption of all Customer equipment does not exceed the Specified Power Draw, or fall below eighty percent (80%) of the Specified Power Draw, unless both Parties mutually agree to do so.

2.2.13. Whinstone will follow the Service Level Agreement in Clause 4 and make its best efforts to ensure:

i. Average air intake temperature into the Customer's Miners is not greater than 30 degrees Celsius by maintaining sufficient airflow, preventing mixing of cool and

Doc ID: 0576fabd97d3641b2b98c7a9e3e9486c652860cc
RHOD-BK-00015811

hot exhaust air from the equipment in the data center, and using evaporative cooling;

ii. Filters are used in the air intake system of the data center facility, and the air inside the data center is free of dust, insects, corrosion, precipitation and condensation.

iii. Intake and exhaust fans are free of obstruction or debris.

2.2.14. Whinstone will label all the Customer Equipment, cables, replacement parts to track inventory, replacement parts, and to make Basic Remote Hand Service the most efficient.

i. Whinstone will reference Miners with a unique identifiable identification number when giving reports to the Customer;

ii. For equipment other than Miners which may not have a unique ID number, Whinstone will properly label and store the equipment separate from other customers in the data center.

2.2.15. Whinstone will provide monthly reports to the Customer. These reports shall contain a summary of monthly power draw as measured from power consumption meters and include appropriate billing owed to Whinstone by the Customer.

2.2.16. Whinstone will provide Basic Remote Hands Service at no extra charge as outlined in Clause 2.3.1 and will offer Advanced Remote Hands Service for additional cost as outlined in Clause 2.4.1.

2.2.17. Customers may inspect the site before shipping its equipment and supplies to bring the Customer's Miners online. Upon completion of the inspection, the Customer may reduce the Specified Power Draw cited in Clause 3.12.1 if the site does not meet Customer's expectations and reduce the Advanced Remote Hands Service fee by the same proportionate amount as the reduction of Specified Power Draw.

2.3. Basic Remote Hands Service

2.3.1. Basic Remote Hands Service is available twenty-four (24) hours a day, seven (7) days a week. Where requested by the Customer, Whinstone staff shall be available to perform the following tasks only on the instructions of the Customer in respect of the Customer Equipment:

i. Remote monitoring of equipment performance and status;

ii. Remote fault diagnosis;

iii. Pushing a button;

iv. Switching a toggle;

v. Power cycling (turning on/off) the Customer Equipment;

vi. Re-setting, rebooting the Customer Equipment;

vii. Securing cabling to connections

viii. Observing, describing and/or reporting to the Customer indicator lights or display information on machines or consoles;

ix. Cable organization;

Doc ID: 0576bfab07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015812

x. Modifying basic cable layout, labelling and/or re-labelling of the Customer Equipment;

xi. Cable patching;

xii. Checking alarms for faults; and/or

xiii. Inserting/removing discs or equivalent storage devices into/ from the Customer Equipment.

2.4. Advance Remote Hands Service

2.4.1. The following Advanced Remote Hands Services are not included in the Basic Remote Hands Service but may be provided by Whinstone to the Customer on a best effort basis. Unless explicitly expressed in Clause 2.3.1, in cases of ambiguity between Advanced Remote Hands Services and Basic Remote Hands Services, Advanced Remote Hands Services shall come into effect if the Customer Equipment must be taken off the rack:

i. Installing applications or software to the Customer Equipment;

ii. Uploading of data to the Customer Equipment;

iii. Configuring the Customer Equipment operating system;

iv. Configuring any software or applications on the Customer Equipment;

v. Customer Equipment component fault diagnosis;

vi. Software component fault diagnosis;

vii. Rectifying problems caused by the Customer Equipment or software;

viii. Rectifying problems caused by the Customer; or

ix. Any service whatsoever requiring the opening of the outer casing of any of the Customer Equipment.

2.4.2. Communication for Advance Remote Hands Service shall be done via email or Whinstone's ticketing system. Whinstone will follow the Service Level Agreement as well as the work schedule specified in Clause 4.

2.4.3. Advanced Remote Hands Service shall be provided by Whinstone to the Customer for a fixed monthly fee as detailed in Clause 3.12, separately from Hosting Fees which includes only the Basic Remote Hands Service.

3. CHARGES AND PAYMENTS

3.1. In consideration of the provision of the Services, the Customer shall pay charges in accordance with this Clause 3.

3.2. Whinstone shall issue a monthly invoice to the Customer no later than the tenth day of the following month containing all charges and fees for providing the Services under this contract, including the Hosting Fees prepayment under 3.11.2. The Customer shall pay the undisputed amounts of such invoice no later than the last day of the month in which the Customer receives it.

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015813

3.3. If the Customer requests Whinstone to provide any services other than contemplated in this Agreement, Whinstone shall be entitled to invoice the Customer for any and all changes to such services pursuant to the agreement between the parties.

3.4. If either Party fails to pay any amount owed under this Agreement by the dates set forth herein:

3.4.1. The Party to receive payment shall be entitled but not obliged to charge the Customer interest at a rate of 5% per year on the overdue amount commencing 14 business days after the due date up to the date of actual payment.

3.4.2. Actual power consumption is measured at the end of each month, and a credit or debit is applied toward the next hosting fee prepayment invoice. If the credit or debit is not paid or applied on that invoice, the Party to receive payment shall be entitled but not obliged to charge the other Party interest 5% per year on the overdue amount commencing 14 business days after the due date of the invoice to the date of actual payment.

3.5. All charges and payments referred to in this Agreement are inclusive of sales tax (if applicable) and all similar taxes and duties payable in respect of such payments. To the extent that additional tax is properly chargeable to the Customer, the Customer shall pay at the time that the payment becomes due.

3.6. All amounts due under this Agreement shall be paid in accordance with all work performed and services provided. In the event that the Parties change the scope of the services, Whinstone and the Customer will agree on all billing changes and handle each credit or debit once there is a mutual agreed amount.

3.7. In the event of any failure by either Party to make full payment to the other Party of any and all amounts due pursuant to this Agreement, the Party owing payment shall be responsible for all costs and expenses which the other Party reasonably incurs in collecting such amounts.

3.8. The Parties may combine charges and invoices and offset any amounts owed to the other Party.

3.9. This Clause intentionally left blank.

3.10. Installation Fees

3.10.1. This Clause intentionally left blank.

3.10.2. Installation is considered complete when the Miner is seen remotely connecting to the Mining Pool and sending computation. In cases of faulty equipment, installation will be considered complete when Whinstone diagnoses the fault, sends a report to the Customer, and completes installation of alternative equipment.

3.10.3. This Clause intentionally left blank.

3.11. Hosting Fees

3.11.1. The Hosting Fees cover all services and items specified in this Agreement except for Advanced Remote Hands Service in Clause 3.12 and is calculated based on the power consumption of the Customer Equipment and shall not include Whinstone's own equipment (PUE) or the equipment of Whinstone's other customers.

3.11.2. The Hosting Fee rate is the lesser of either (i) $0.01705 USD or (ii) the "Pass Through Rate" as hereinafter defined. As used herein, the "**Pass Through Rate**" is defined as the lesser of either (i) the "Net Effective Rate" as that rate is defined and calculated in the

Doc ID: 0576bfab07d364f2b98c7a9e3e9486c652860cc
RHOD-BK-00015814

Pro Forma Pricing Model attached as Attachment C to that certain Power Services Agreement entered into by and between Whinstone and Priority Power Management LLC on April 3, 2020 (the "**PPM Agreement**") or (ii) the exact price at which Whinstone is billed monthly for electricity provided to Customer per kilowatt-hour. The Hosting Fee rate shall remain unchanged for 3 (three) consecutive years under any Extended Term under Clause 13.1. Whinstone will install power consumption meters at the transformers.

3.11.3. Whinstone, to the best of its knowledge, confirms that the "Pass Through Rate" is presently $14.74 per Megawatt Hour as shown in the Pro Forma Pricing Model attached as Attachment C to the PPM Agreement, a materially accurate copy of which is attached hereto as Exhibit "1". Customer understands that this rate is variable.

3.11.4. Hosting Fee rate = $17.05 per Megawatt Hour or lower depending on the "Pass Through Rate" for 3 years, with the option to renew for the remainder of the Initial Term at the same pre-agreed upon terms seen in 3.11.2, in one year increments. Whinstone will invoice a 5,000 kW upon deployment of the Customer Equipment. Whinstone will require the payment to be made fifteen days prior to powering the Licensed Area.

3.12. Advanced Remote Hands Service Fee

3.12.1. Whinstone will invoice the Customer a fixed monthly fee of $1,667.00 (USD) for the Advanced Remote Hands Services based on a scale of 1317 Miners, or 5mW equivalent. Whinstone will invoice Advanced Remote Hands Services together with the Hosting Fees and the applicable period for services rendered shall be the same month as the Hosting Fees unless otherwise specified. Notwithstanding the prior sentence, until all Specified Power Draw is provided, and all the Miners have been installed, Whinstone will invoice the Customer for Advanced Remote Hands Services based on the average number of installed Miners during the prior month. This fixed monthly fee will be credited towards Customer's power bill in the result that there is greater than or equal to eighty percent (80%) of the Specified Power Draw at the rate specified in Clause 3.11.1

3.12.2. Whinstone will adhere to all sections of the Service Level Agreement in Clause 4 as well as those specifically detailed for the Advanced Remote Hands Service.

3.12.3. In the likely result that the Advanced Remote Hands Service Fee is not necessary for Customer because they are monitoring their own systems with on-site staff, Customer will elect, in writing, that this service is no longer needed. Upon election and acceptance from Whinstone, this fixed monthly fee will be waived indefinitely.

3.13. Specified Power Draw

3.13.1. Whinstone will provide the Customer with at least 5,000 kW (5) MW of power available for the Services by the RFU Date. As a minimum commitment, regardless of power consumption, the Customer shall pay for Hosting Fees for greater than or equal to eighty percent (80%) of the Specified Power Draw at the rate specified in Clause 3.11.1.

3.13.2. Customer and Whinstone agree, to the best of their ability, to be fair in negotiations and working to a mutually beneficial decision in the result of unforeseen circumstances.

For Purpose of Example and Reference, a cost of power calculation has been provided below based on $17.05/mWh ($0.01705/kWh), the "Hosting Fee rate"

30-day month: 5,000 kW * Hosting Fee * 24 hours * 30days = $61,380.00
31-day month: 5,000kW * Hosting Fee * 24 hours * 31days = $63,426.00

3.13.3. If Whinstone determines that the over-usage of power cannot be reasonably permitted, Whinstone reserves the right to require the Customer to remove or deactivate sufficient

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015815

Customer Equipment to prevent such over-usage within 24 hours of notification, which will describe in detail the reasons for the removal or deactivation. Whinstone shall consult with the Customer in good faith before determining to remove or deactivate.

3.14. The Customer will pay to Whinstone the "Capital Expenditure" (as defined in the following sentence) not to exceed $800,000. The Capital Expenditure shall be paid in full to Whinstone no later than five (5) business days after the RFU Notice is provided. The "**Capital Expenditure**" is defined as the lesser of either (i) the actual costs of construction and buildout of the infrastructure, building and power requirements of the Licensed Area or (ii) Eight Hundred Thousand U.S. Dollars ($800,000.00 USD). No later than thirty (30) days after the the RFU date, Whinstone shall provide to Customer a full accounting of the actual costs of construction and buildout of the infrastructure, building and power requirements of the Licensed Area along with accurate receipts, bookkeeping, and proof of purchase for all invoices exceeding $5,000 per line item.

3.15. This Clause intentionally left blank.

3.16. Whinstone agrees that all costs of construction and buildout of the infrastructure, building and power requirements of the Licensed Area greater than $800,000 will be at the sole cost and expense of Whinstone. Whinstone agrees that, in the result of which this $800,000 is more than necessary for the Capital Expenditure, Whinstone will refund the remaining funds to Customer.

3.17. Whinstone represents and warrants that the Capital Expenditure and Hosting Fees shall be exempt from Texas state sales tax because the expenditures for which the Capital Expenditure and Hosting Fees will be allocated are qualifying purchases for a "qualifying data center" within the meaning of Texas Tax Code Section 151.359 and the rules promulgated thereunder. In the event that, at any time during the Initial Term, any Texas state sales tax should be assessed on any portion of the Capital Expenditure or any portion of the Hosting Fees, Whinstone shall pay such Texas state sales tax solely from its own funds and shall indemnify and hold harmless the Customer from any and all liability, charges, costs, assessments, fees, fines, penalties and interest arising out of such assessment.

3.18. Whinstone agrees that the Capital Expenditure allows Customer complete use of the Licensed Area for a continuous, uninterrupted period of ten (10) years, unless otherwise mutually agreed upon by both Parties in writing at a later date.

4. OPERATIONS AND SERVICE LEVEL AGREEMENT ("SLA")

4.1. Whinstone reserves the right to vary the technical specifications of the Services where necessary for operational reasons and without detracting from, reducing or impairing the overall quality or performance of the Services, after giving reasonable written notice to the Customer (except in the case of an emergency where notice is not possible; provided, however, that in such case, Whinstone shall provide notice to the Customer then as soon as reasonably possible).

4.2. Without prejudice to Clause 4.1, Whinstone reserves the right to, after providing the Customer with reasonable advance written notice (provided, however, that in the event of an emergency, as soon as reasonably possible) at any time to make any change, addition to or replacement of any part of the Services where this is required to conform with any applicable safety, statutory or legal requirement, provided that this does not detract from, reduce or impair the overall quality or performance of the Services.

4.3. The Customer may report any claims including failures of performance of the Services by Whinstone to the Whinstone support center at any time. Whinstone shall take all actions necessary to remedy such failures as soon as possible.

Doc ID: 0576bfab07d364f2cb98c7a9e3e9486c52860acc
RHOD-BK-00015816

4.4. Interface or access to inventory, monitoring and Hashtrend software is provided to the Customer at no additional charge.

4.5. Uptime Guarantee

4.5.1. Whinstone guarantees an uptime percentage (percentage of time to maintain uninterrupted performance of the total Customer Equipment) of 96.35% and no more than 6 days of planned downtime due to loss of power, construction, or network outage.

4.5.2. Whinstone will not charge Customer for any power cost during the period of which there is interrupted performance of the total Customer Equipment.

4.5.3. Whinstone will give at least twenty-four (24) hours advance notice to the Customer via email before any datacenter downtime, or any downtime affecting more than one hundred (100) machines at one time.

4.5.4. If any unplanned event causes more than 10% of equipment to go offline, Whinstone will acknowledge the alert within 1 hour and report immediately to the Customer. Whinstone will attempt to begin remedy of the issue within 1 hour of alert acknowledgement and shall provide a full incident report within 5 business days of alert acknowledgement to the Customer.

4.6. Performance Guarantee

4.6.1. Whinstone will perform maintenance and repairs to ensure the total daily average hashrate of all machines does not fall by more than 5% below the Customer Equipment manufacturer's specified range.

4.6.2. If total hourly average hashrate of all Customer Equipment falls more than 10% compared to the previous hour, Whinstone will respond to the incident within 1 hour and provide a full incident report within 5 business days of the incident to the Customer.

4.6.3. Whinstone will make the best effort to employ a monitoring system to monitor uptime, performance and other machine metrics.

4.6.4. Whinstone shall maintain average hashrate overall for Customer Equipment within the tolerance range of the equipment manufacturer's specifications.

4.6.5. Whinstone shall acknowledge alerts from its monitoring system within 30 minutes and respond within 1 hour. If the problem cannot be corrected, the Customer Equipment affected will be place in a maintenance queue and reported to the Customer by the next business day.

4.6.6. Whinstone will reply to notices from the Customer on the same business day.

4.6.7. Whinstone shall maintain an intake temperature suitable for proper operation of the machines. If any machines do overheat, Whinstone shall turn them off as soon as possible and report the issue to the Customer.

4.7. Advanced Remote Hands Service

4.7.1. Whinstone will provide Advanced Remote Hands Service from 9 am to 9 pm, seven days a week. This service includes repairs, unracking/racking units, and replacement of parts such as hashboards, fans, controller boards.

Doc ID: 0576bfab07d364f2cb98c7a9e3e9486c52860acc
RHOD-BK-00015817

4.7.2. If the hourly hashrate performance of a single Miner drops more than 10%, Whinstone will respond within 30 minutes, and attempt to repair or replace faulty parts and components within 1 hour. If the issue cannot be resolved within 1 hour, Whinstone will place the equipment into a maintenance repair queue.

4.7.3. Whinstone shall reduce the maintenance repair queue at all times it is not responding to any incidents.

4.8. Whinstone will sell electricity in lieu of providing electricity to the Customer if the Ercot Market profitability exceeds the 250% of the contract price. The profit will be distributed 100% to the Customer.

5. WHITELABELING OF SERVICES

The Customer may white label the Services and arrangements under this Agreement on a back-to-back basis to specifically named third parties upon thirty-day notification to Whinstone, and Whinstone shall accept such execution of this right provided there are no changes to the terms of this Agreement. Any requested changes to warranties, representations, obligations, or service levels to be provided by Whinstone shall be negotiated in good faith by the Parties. Unless prior arrangement is made, the Customer shall be responsible for billing and collection associated with any white label offering.

6. OWNERSHIP AND INTELLECTUAL PROPERTY

6.1. The Parties acknowledge and agree that the Customer Equipment is the sole property of the Customer. In no event shall Whinstone claim ownership of any of the equipment.

6.2. The Parties acknowledge and agree that any outcomes or productivities, including but not limited to, block chains, hash and digital currencies, generated from the operation of the equipment are the sole property of the Customer. In no event shall Whinstone claim the ownership of any of such outcomes or productivities.

6.3. Whinstone shall not sell or create any mortgage, lien, or any kind of encumbrance on the Customer Equipment, the Intellectual Property, or any outcomes or productivities owned by the Customer.

6.4. The Customer will have a non-transferable license to use any IP address allocated by Whinstone to the Customer for the duration of this Agreement. If this Agreement is terminated for any reason, the Customer's license to use the IP address shall automatically terminate.

6.5. Customer owns any Developed IP. "**Developed IP**" means any intellectual property other than Background IP created or discovered by the Parties in connection with this Agreement, including without limitation any reports Whinstone provides to Customer. "**Background IP**" means all intellectual property owned or licensed by a Party before starting services under this Agreement or independent of services under this Agreement. The Developed IP is a work made for hire for the Customer to the extent permitted by applicable law, and Customer retains all intellectual property rights in the Developed IP. To the extent that Whinstone or its personnel own any rights in the Developed IP, Whinstone assigns, or will procure the assignment of, all rights, title, and interest in the Developed IP to Customer. If applicable law prevents future assignments, Whinstone will assign, or will procure the assignment of, such rights as these are created. If applicable law prevents Whinstone from transferring ownership of any

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015818

Developed IP to Customer, Whinstone grants Customer a perpetual, irrevocable, exclusive, royalty-free, fully-paid, transferable, worldwide license, with the right to sublicense, to: (1) reproduce, prepare derivative works of, distribute, publicly perform, publicly display, and otherwise use such Developed IP; and (2) make, use, sell, offer for sale, import, export any component of, and otherwise dispose of such Developed IP. This agreement does not transfer any rights associated with Background IP, which will remain vested with their owners.

6.6 Whinstone will defend Customer and its affiliates, and indemnify them against liabilities in any third-party legal proceeding to the extent arising from an unaffiliated third party's allegation that Customer or its affiliate's use of the Services or any deliverable under this Agreement from Whinstone infringes or misappropriates the third party's Intellectual Property Rights.

7. CONFIDENTIALITY

7.1. The parties agree that Confidential Information:

7.1.1. shall be used solely for the purpose for which it was furnished in connection with performance of this Agreement;

7.1.2. shall be maintained in strict confidence and shall not be disclosed to third parties, provided, however, that Whinstone and the Customer may disclose Confidential Information to their respective affiliates and sub-contractors and their respective employees who need to have access to such Confidential Information for the purposes of providing the Services on the condition that Whinstone and the Customer shall procure compliance by such sub-contractors or affiliates and their respective employees with the terms of this Clause 7; provided, however, that Whinstone and the Customer shall be responsible for any breach of the obligations set forth in this Clause 7 by such sub-contractors or affiliates and their respective employees; and

7.1.3. upon termination of this Agreement shall be returned to the disclosing Party, together with all copies, or (at the disclosing Party's option) destroyed.

7.2. Any disclosure of Confidential Information permitted under Clause 7.1.2 shall be in confidence, and only be to the extent that any persons to whom the information is disclosed need to know the same for the performance of their duties and the receiving Party shall be obliged to procure that all such persons are aware of the obligation of confidentiality and undertake to comply with it.

7.3. The obligations of confidentiality and restricted use set out in Clauses 7.1 and 7.2 are not applicable to Confidential Information that:

7.3.1. was previously or becomes known to the receiving Party, free from any obligation to keep the same confidential (provided that Confidential Information disclosed in contemplation of the provision of the Services shall still remain subject to such obligations);

7.3.2. is or becomes generally available to the public, other than as a direct or indirect result of unauthorized disclosure by the receiving Party, its affiliates or a person engaged by the receiving Party or its affiliates contrary to their respective obligations of confidentiality;

7.3.3. is shown to have been independently developed by the receiving Party, its officers, employees, agents or contractors;

7.3.4. the Parties agree in writing that it need not be kept confidential; or

Doc ID: 0576fab07d364f2cb98c7a9e3e9486c52860acc
RHOD-BK-00015819

7.3.5. is required to be disclosed by law or by regulation or by the order of any governmental authority or court provided that, to the extent permitted by law, prior to any disclosure, the receiving Party notifies the disclosing Party of the information to be disclosed and the circumstances in which the disclosure is alleged to be required as early as reasonably possible before such disclosure must be made and, at the disclosing Party's request and cost, assists the disclosing Party in avoiding or limiting any such disclosure.

7.4. Without prejudice to any other rights and remedies that the disclosing Party may have, the receiving Party agrees that if Confidential Information is used or disclosed or threatened to be used or disclosed other than in accordance with the terms of this Agreement, the disclosing Party shall, without proof of special damage, be entitled to seek an injunction, specific performance or other equitable relief for any actual or threatened breach of this Clause 7.

7.5. Notwithstanding Clause 7.1, Whinstone will request in writing to the Customer and request the Customer to participate in its advertising and/or promotional literature and other materials. The Customer has the right to opt out of any and all advertising request.

7.6. In order for Whinstone to provide the Services, the Customer will need to supply certain information or data. Where such information or data constitutes Personal Data, Whinstone will comply with the Data Protection Laws. The Parties shall duly observe and comply with all their obligations under the Data Protection Laws in relation to any Personal Data processed in connection with this Agreement and shall render such assistance and cooperation as is reasonably necessary or reasonably requested by the other Party in respect thereto.

7.7. It shall be the Customer’s responsibility to keep any Personal Data provided to Whinstone up to date and the Customer warrants and undertakes to Whinstone that all of its Personal Data and contact details are accurate and complete.

7.8. Whinstone may pass the Customer’s Personal Data to Whinstone affiliates and to any third-party suppliers Whinstone may use to provide services that involve processing data on Whinstone’s behalf for the purpose of providing the Services and as contemplated by the terms of this Agreement; provided, however, that Whinstone shall be responsible for any breach of the obligations set forth in this Clause 7 by such affiliates and third party suppliers.

8. LIABILITY, REPRESENTATIONS, WARRANTIES, AND INDEMNIFICATIONS

8.1. Both Parties represent and warrant that they have the right and capacity to enter into this Agreement and fully perform their respective obligations hereunder;

8.2. Whinstone shall perform the Services as described herein and shall provide the Services in a professional manner consistent with industry standards.

8.3. Whinstone hereby agrees to indemnify and hold harmless the Customer and any of its managers, owners, successors, licensees and assignees, from any and all losses, costs, liabilities, damages and expenses, including but not limited to, reasonable attorney fees resulting from any breach of any obligations, representation, warranty and/or covenant under this Agreement. Notwithstanding any provisions herein, Whinstone agrees to indemnify the Customer for any losses directly or indirectly caused by negligence or intentional or willful misconduct of Whinstone in its performance of obligations under this Agreement, including but not limited to, faulty operations, bad design, or misuse of the facilities in the datacenter.

Doc ID: 0576bfab07d364f2cb98c7a9e3e9486c52860acc
RHOD-BK-00015820

8.4. If electrical supply is suspended for five (5) or more consecutive days, or more than seven (7) days in any twelve (12) month period due to any cause other than due to Force Majeure event, the Customer is entitled to suspend or terminate this Agreement by giving a written notice to Whinstone. Written notice will be signed and emailed to Whinstone, and a physical copy will be sent to Whinstone's registered address. The timestamp of the email will be considered the date of the receipt of such notice. If the Customer terminates this Agreement for the aforementioned reason, Whinstone shall pay for the costs to decommission, clean, package onto pallets and for the shipping cost to transport all Customer's Customer Equipment to a new location.

8.5. Neither Party excludes or limits its liability to the other Party for:

8.5.1. death or personal injury caused by its negligence;

8.5.2. fraud or fraudulent misrepresentation.

8.6. Subject to Clauses 6, 8.5, 8.7, and claims for outstanding payment, the aggregate liability of each Party to the other in contract, tort (including negligence), for breach of a statutory duty or otherwise arising under or in connection with this Agreement or its subject matter shall be limited to a sum equal to the greater of: (i) the aggregate charges payable by the Customer to Whinstone in the twelve-month period immediately prior to the date on which the cause of action first arose or, if the Agreement had been in force for less than twelve months at that date, the annualized amount of the charges payable by that date; and (ii) USD $250,000.

8.7. Subject to Clause 8.5 but notwithstanding anything else in this Agreement, the aggregate liability of:

8.7.1. the Customer to Whinstone for damage to property, in contract, (including negligence) or otherwise arising under or in connection with this Agreement shall be limited to a sum equal to the aggregate charges payable by the Customer to Whinstone in the twelve-month period immediately prior to the date on which the cause of action first arose or, if the Agreement has been in force for less than twelve months on such date, the annualized amount of the charges payable by that date; and

8.7.2. Whinstone to the Customer for damage to property, in contract, tort (including negligence) or otherwise arising under or in connection with this Agreement shall be limited to a sum equal to the aggregate charges payable by the Customer to Whinstone in the twelve-month period immediately prior to the date on which the cause of action first arose or, if the Agreement has been in force for less than twelve months on such date, the annualized amount of the charges payable by that date.

8.8. In no event will Whinstone have any liability for non-provision or delay in the provision of the Services which:

8.8.1. can be reasonably attributed to the acts or omissions of the Customer, its affiliates, employees, workers, sub-contractors, agents or customers including but not limited to failure to provide complete, accurate information in a timely manner for Whinstone;

8.8.2. arises from or as a consequence of use of the Services other than in accordance with the express terms of this Agreement; and/or

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c652860cc
RHOD-BK-00015821

8.8.3. occurs during any period of suspension in accordance with Clause 12, provided, however, that this Clause 8.8 shall not apply in the case of willful misconduct or negligence by Whinstone, its affiliates, employees, workers, sub-contractors or agents.

8.9. The Customer acknowledges that Whinstone would not enter into this Agreement at the prices herein without the foregoing limitations of liability. Each Party acknowledges that the allocation of risk in this Agreement (including the exclusions and limitations set out in this Clause 8) has been freely negotiated at arm's length and is regarded by it as reasonable. The Customer acknowledges that it has had an opportunity to consider adequate insurance cover and to obtain professional advice in relation to this Clause 8.

8.10. Whinstone shall not be liable for any claim arising under this Agreement unless the Customer gives Whinstone written notice of the claim within twelve months of becoming aware of the circumstances giving rise to the claim.

8.11. Whinstone shall maintain minimum general business liability insurance in the amount of ten million US Dollars per occurrence or replacement value of the Customer's Customer Equipment, whichever is lower. This coverage will not include business income interruption coverage. The Customer is responsible for insuring their equipment and business income interruption insurance.

8.12. Whinstone represents to the Customer that it has secured rights to at least 100 acres of leased land for two years for the Data Center and secured for commercial access up to one (1) gigawatt of aggregated electricity that can be delivered to the Data Center, of which a portion of that may be incrementally offered to the Customer under an Extended Term.

9. ASSIGNMENT

9.1. This Agreement and all rights and obligations hereunder, in whole or in part, may be assigned or transferred by the Customer without the prior written consent of Whinstone. The Customer shall provide prompt written notice to Whinstone of any such assignment or transfer. Following such assignment or transfer, but provided that the Customer has provided written notice thereof to Whinstone, (i) the assignee or transferee shall assume and be liable to Whinstone for the full and faithful performance of all of the Customer's obligations under this Agreement and be considered the "Customer" for all purposes under this Agreement and (ii) Rhodium JV LLC shall have no further liability to Whinstone..

9.2. Whinstone may, upon receipt of the Customer's prior written consent, assign, sub-license or deal in any other manner with this Agreement or any rights under the Agreement, or sub-contract any or all of any or all of obligations under this Agreement to one or more of its affiliates or to any third party upon a sale of all or substantially all of its assets and will provide notice to the Customer of any such assignment, provided, however, that the Customer is provided with the Services under the same terms and conditions as those of this Agreement until the expiration of the Initial Term or the relevant Extended Term, as the case may be, of this Agreement.

10. FORCE MAJEURE

10.1. Neither Party shall in any circumstances be liable to the other for any loss of any kind whatsoever including any damages whether directly or indirectly caused or incurred by the

Doc ID: 0576bfab07d364f2b98c7a9e3a9486c52860acc
RHOD-BK-00015822

other Party by reason of any failure or delay in the performance of its obligations hereunder which is due to Force Majeure.

10.2. If either of the Parties becomes aware of circumstances of Force Majeure which give rise to or which are likely to prevent the performance of any obligations on its part, it shall as soon as reasonably possible and in any event within five (5) Business Days after commencement of the Force Majeure serve notice in writing on the other Party specifying the nature and extent of the circumstances giving rise to Force Majeure.

10.3. If either Party is prevented from performance of substantially all of its obligations by Force Majeure for more than two (2) months in total, the other Party may terminate this Agreement by giving notice in writing to the other Party at any time, in which case neither Party shall have any liability to the other except that rights and liabilities which accrued prior to such termination shall continue to subsist.

11. NOTICES

11.1. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt, or (a) personal delivery to the Party to be notified, (b) when sent, if sent by electronic mail or facsimile during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the respective Parties at their address as set forth below, or to such e-mail address, as subsequently modified by written notice given in accordance with this Clause 11 herein:

11.2. The addresses of the parties for the purposes of Clause 11.1 are:

11.2.1. Whinstone US, Inc.

2721 Charles Martin Hall Road
Rockdale, Texas 76567
Marked for the attention of: Lyle Theriot
Email: Lyle.Theriot@whinstone.us
Attention: Lyle Theriot

11.2.2. Rhodium JV LLC.

7546 Pebble Drive
Fort Worth, Texas 76118
Marked for the attention of: Cameron Blackmon
Email: cameronblackmon@imperiumpartners.io
Attention: Cameron Blackmon

11.3. In proving service, it shall be sufficient to prove that the envelope containing such notice was addressed to the address of the relevant party set out in Clause 11.2 (or as otherwise notified by that party under this Clause) and delivered to that address.

12. SUSPENSION OF SERVICE

12.1. Whinstone reserves the right to suspend the Services for the following reasons:

12.1.1. to carry out Maintenance with the prior written consent of the Customer;

Doc ID: 0876fa8e96d274b2be8744ce8058a4d38cc

12.1.2. to make any modification, change, addition to, or replacement of, the Whinstone Equipment or any part of the IP Connection Service or the Services where this is required to conform with any applicable safety, statutory or legal requirements, provided that such modification, change, addition or replacement does not detract from, reduce or impair the overall quality or performance of the Services with prior written consent of the Customer;

12.1.3. where the Customer fails to pay any undisputed Charges in accordance with Clause 3;

12.1.4. where Whinstone is obliged to comply with an order, instruction or request of Government, court, law enforcement agency or other competent administrative or regulatory authority, in which case Whinstone shall provide notice to the Customer as soon as possible, and cooperate with the Customer to mitigate losses or take other appropriate actions;

12.1.5. in an emergency; or

12.1.6. where Whinstone has reason to terminate this Agreement in accordance with its terms.

12.2. Where suspension of the Services is necessary in accordance with the provisions of Clause 12.1.2, Whinstone will carry out such work as Scheduled Maintenance but in circumstances where this is not possible, Whinstone shall use all reasonable endeavors to perform such work between the hours of midnight and 6am and shall restore the Services as soon as reasonably practical in the circumstances.

12.3. If Whinstone exercises its right of suspension under this Clause, this will not exclude its right to terminate this Agreement later in respect of that or any other event, nor will it prevent Whinstone claiming damages from the Customer in respect of any breach.

13. TERMINATION

13.1. This Agreement shall commence on the Effective Date and shall continue for a period of One hundred twenty (120) months from the RFU Date ("**Initial Term**") unless and until terminated in accordance with this Clause 13.

This Agreement shall be automatically extended for a period of 12 months ("**Extended Term**") at the end of the Initial Term and at the end of each Extended Term. The Customer can terminate the contract at the end of the twelfth month of the Initial Term or any Extended Term with no penalty by notifying Whinstone in writing sixty (60) days prior to the end of the contract. Unless notified in writing of termination by the Customer as mentioned above, the Customer contract will renew automatically for an additional twelve (12) months under the same conditions.

13.2. Customer Elected Termination. Whinstone understands and agrees that the Customer shall have the right to elect not to provide a RFU Notice in relation to this Agreement. If no RFU Notice is provided to Whinstone prior to June 1, 2028, this Agreement shall be considered terminated with immediate effect and any rights or obligations of either Party under this Agreement shall be null and void.

13.3. Termination for Cause. Either party (the "**Non-Defaulting Party**") may terminate this Agreement (without prejudice to its other rights and remedies) with immediate effect by written notice to the other party (the "**Defaulting Party**") if:

13.3.1. the Defaulting Party commits a material breach of any of its material obligations under this Agreement (including failing to pay any sums payable under this Agreement by the due date) and if the breach is capable of remedy, fails to remedy it during the period of 30

Doc ID: 0576bfab07d364f2cb98c7a9e3e9486c52860cc
0576bfab07d364f2cb98c7a9e3e9486c52860cc
RHOD-BK-00015824

days starting on the date of receipt of notice from the Non- Defaulting Party specifying the breach and requiring it to be remedied; or

13.3.2. the Defaulting Party becomes insolvent including being unable to pay its debts as they fall due and/or that the value of its assets is less than the amount of its liabilities, taking into account its contingent and prospective liabilities, proposes an individual, company or partnership voluntary arrangement, has a receiver, administrator or manager appointed over the whole or any part of its business or assets; if any petition shall be presented, order shall be made or resolution passed for its winding up (except for the purpose of a bona fide amalgamation or reconstruction), bankruptcy or dissolution (including the appointment of provisional liquidators/interim receivers or special managers); if it shall otherwise propose or enter into any composition or arrangement with its creditors or any class of them; if it ceases or threatens to cease to carry on business or if it claims the benefit of any statutory moratorium; or

13.3.3. the Defaulting Party suffers, or there occurs in relation to that party, any event which is analogous to any of the events referred to in Clause 13.2.2 in any part of the world.

13.3.4. In the case that the Customer terminates this Agreement due to Whinstone's failure to cure a default, or the matters specified in Clause 13.3 or 13.4, Whinstone will pay for the costs to decommission, clean, package onto pallets and ship the Customer equipment to a new location. Whinstone will also pay Customer's lost revenue from mining resulting from such termination converted to US dollars, which shall be calculated based on the average market price of the mined digital asset and mining difficulty levels for a period of four calendar weeks from the date of the termination.

13.4. It is in the best interest of both Parties to pursue all reasonable efforts to remedy any issues with the Services or Service Level Agreement without termination or penalties. In cases of negligence or failure to maintain the Service Level Agreement for more than two (2) consecutive months, the Customer shall be entitled to the right to terminate the Agreement.

13.5. If Whinstone fails to install all of the Customer Equipment within 60 days of the RFU Date, the Customer shall be entitled to terminate or suspend the Agreement, and Whinstone shall refund the customer the 90% of the installation charges.

13.6. Either Party may terminate this Agreement with immediate effect by written notice and without further obligation or liability to the Customer if required by any law enforcement or other government or regulatory organization or authority or by the courts.

13.7. All rights and obligations of the Parties shall cease to have effect immediately upon termination of this Agreement, except that termination shall not affect:

13.7.1. accrued rights and obligations of the Parties at the date of termination; and

13.7.2. the continued survival and validity of the rights and obligations of the Parties under Clauses 7, 8, this Clause 13.4 and Clauses 15, 17 and 19 and any other provisions of this Agreement necessary for the interpretation or enforcement of this Agreement.

13.8. For the avoidance of doubt, save where otherwise agreed in writing between the Parties, termination of any Services at a site does not constitute termination of this Agreement, and, where this Agreement has been terminated in accordance with its terms, all Services will automatically terminate upon such termination.

13.9. Upon termination of this Agreement, the Customer shall at its own cost and expense return to Whinstone all IP addresses provided to it by Whinstone.

Doc ID: 0576bfab07d364f2b98c7a9e3e9486c52860acc
0576bfab07d364f2b98c7a9e3e9486c52860acc

RHOD-BK-00015825

14. ANTI-BRIBERY AND CORRUPTION

Each Party warrants and represents that it has not and will not carry out any act that could be an offense under anti-bribery laws.

15. APPLICABLE LAW

This Agreement shall be governed by Texas Law and the parties hereby submit to the exclusive jurisdiction of the Texas courts.

16. GENERAL

16.1. No failure or delay of either Party in exercising its rights hereunder (including the right to require performance of any provision of this Agreement) shall be deemed to be a waiver or release of such rights. Any waiver or release must be specifically granted in writing signed by the Party waiving its rights and shall:

16.1.1. be confined to the specific circumstances in which it is given;

16.1.2. not affect any other enforcement of the same or any other right; and

16.1.3. unless it is expressed to be irrevocable, be revocable at any time in writing.

Any single or partial exercise of any right, power or remedy provided by law or under this Agreement shall not preclude any other or further exercise of it or the exercise of any other right, power or remedy.

16.2. If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:

16.2.1. the legality, validity, or enforceability in that jurisdiction of any other provision of this Agreement; or

16.2.2. the legality, validity, or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

16.3. All work performed by Whinstone under this Agreement shall be performed as an independent contractor and not as an agent of the Customer and neither Party shall be, nor represent itself to be, the employee, agent, representative, partner or joint venture of the other. Neither Party shall have the right or authority to assume or create an obligation on behalf of or in the name of the other or to otherwise act on behalf of the other. The performing Party shall be responsible for its employees' compliance with all applicable laws, rules, and regulations while performing work under this Agreement.

16.4. No modification, amendment or other change may be made to this Agreement or any part thereof unless reduced to writing and executed by authorized representatives of Whinstone and the Customer. Unless expressly so agreed, no modification or variation of this Agreement shall constitute or be construed as a general waiver of any provisions of this Agreement, nor shall it affect any rights, obligations or liabilities under this Agreement which have already accrued up to the date of such modification or waiver, and the rights and obligations of the Parties under this Agreement shall remain in full force and effect, except and only to the extent that they are so modified or varied.

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c652860acc
RHOD-BK-00015826

17. ENTIRE AGREEMENT

17.1. This Agreement constitutes the entire understanding between the Parties concerning the subject matter of the Agreement and supersedes any previous agreement or understanding between the Parties in relation to the subject matter.

17.2. With effect from the date of this Agreement all Services shall be provided solely in accordance with the terms of this Agreement and all prior agreements and understandings between the Parties in relation to the same shall be deemed terminated from the date hereof. Save in respect of rights and liabilities arising prior to such date, all such prior agreements and understandings shall cease to be of effect from the date of signature of this Agreement. In no event shall the pre-printed terms and conditions found on any Customer purchase order, acknowledgement, or other form be considered an amendment or modification of this Agreement, even if such documents are signed by representatives of both Parties; such pre- printed terms and conditions shall be null and void and of no force and effect.

17.3. Each Party acknowledges and agrees that in entering into the Agreement or in amending any part of this Agreement, it has not relied on any statement, representation, warranty, understanding, undertaking, promise or assurance (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in the Agreement. Each Party irrevocably and unconditionally waives all claims, rights and remedies which but for this clause it might otherwise have had in relation to any of the foregoing.

17.4. Nothing in Clauses 17.1 to 17.3 (inclusive) shall limit or exclude any liability for fraud.

18. COUNTERPARTS

18.1. This Agreement shall be executed in two originals, each Party shall retain one original respectively This Agreement shall not be effective until each of the Parties has executed at least one counterpart.

18.2. Each counterpart shall constitute an original, but all the counterparts shall together constitute one and the same instrument.

19. THIRD PARTIES

It is agreed that this Agreement is not intended to and does not give to any other person who is not a party to this Agreement any rights to enforce directly any provisions contained in this Agreement except for any person to whom the benefit of this Agreement is assigned or transferred in accordance with Clause 9.

20. FURTHER ASSURANCE

Each Party shall, if requested by the other Party and at the other Party's cost, execute or cause to be executed all documents and do or cause to be done all further acts and things as may be necessary in order to vest in and secure to the other Party and its successors in title the full benefit of the assets, rights and benefits to be transferred or granted to the other Party under this Agreement and for the protection and enforcement of the same and otherwise to give effect to this Agreement and to the rights and obligations contained within this Agreement.

Doc ID: 0576bfab07d364f2b98c7a9e3e9486c652860cc
RHOD-BK-00015827

The Agreement shall come into force from the seal or signature date by both Parties. This Agreement is made out in two original copies, one copy to be held by each Party in witness thereof.

CUSTOMER:

On behalf of Rhodium JV LLC,
By: Imperium Investments Holdings LLC
Its: Manager

x Cameron Blackmon

By: Cameron Blackmon

Its: Manager

Date: 06 / 30 / 2020

WHINSTONE:

On behalf of Whinstone US, Inc.

x Chad Everett Harris

Name: Chad Everett Harris

Title: Director

Date: 07 / 09 / 2020

Doc ID: 0576[illegible]cc

EXHIBIT 1

Doc ID: 0876fade9d624d22be64744ce0955a4d7e0da
RHOD-BK-00015829

New Hosting Service Agreement No. #R-5MW-015

THIS AGREEMENT (defined below) shall be effective upon the date of receipt of the electronic signature by Whinstone US, Inc.

BY AND BETWEEN

Whinstone US, Inc., a company having its registered office located at 2721 Charles Martin Hall Road, Rockdale, Texas 76567("**Whinstone**")

AND

Rhodium JV LLC of 7546 Pebble Drive, Fort Worth, Texas 76118, (the "**Customer**").

Whinstone and the Customer are referred to individually as "**Party**" and collectively as "**Parties**".

WHEREAS

(A) Whinstone wishes to provide electrical power at its site under the terms and conditions contained in this New Hosting Service Agreement entered into by and between the Parties as of the seal or signature date of both Parties with a Ready For Use ("**RFU**") Date to be set by the Customer no sooner than thirty (30) days from the date of the RFU Notice (as hereinafter defined); and

(B) The Customer desires to utilize Whinstone's services and intends operate 5 MW of Miners and immersible equipment on Whinstone's property in Rockdale, Texas.

NOW THEREFORE, the parties hereby agree as follows:

1. DEFINITIONS

1.1. In this Agreement the following words and expressions shall have the meanings set out below. Additional terms may be defined in the context of particular provisions of this Agreement:

"**Agreement**" means these terms and conditions, any orders placed under them, and any amendments or additions or replacements to any of the aforementioned;

"**AUP**" or "**Acceptable Usage Policy**" means Whinstone Acceptable Usage Policy from time to time which, at the date of this Agreement, is set out in a Schedule to this Agreement;

"**Advanced Remote Hands Service**" means repair and maintenance services that require taking Customer Equipment off rack as detailed in Clause 2.4 below;

"**Background IP**" shall have the meaning set out in Clause 6.5 below;

"**Basic Remote Hands Service**" means repair and maintenance services performed without taking Customer Equipment off rack as detailed in Clause 2.3 below;

"**Business Day**" means a day which is not a Saturday, Sunday or a public holiday in the United States;

"**Capital Expenditure**" shall have the meaning ascribed to that term in Clause 3.14.1 below.

"**Confidential Information**" means the terms of this Agreement and all information whether in written or any other form which has been or may be disclosed in the course of the discussions leading up to the entering into or performance of this Agreement and which is identified as confidential or is clearly by its nature confidential including information relating to this Agreement or the Services, data used or generated in the provision of the Services, or any of Customer's products, operations, processes, plans or intentions, know- how, trade secrets, market opportunities, customers and business affairs;

"**Customer Equipment**" means the Customer's Miners and other Customer equipment installed in the Licensed Area;

"**Data Center**" means the Whinstone leased site located at the former Alcoa Rockdale Energy Sandow Mine facility in Rockdale, Texas;

"**Data Center Rules**" means the rules applying to the Customer's use of the Data Center;

"**Data Protection Laws**" means the laws and regulations governing the use of personal data;

"**Defaulting Party**" shall have the meaning set out in Clause 13.2 below;

"**Developed IP**" shall have the meaning set out in Clause 6.5 below;

"**Extended Term**" shall have the meaning set out in Clause 13.1 below;

"**Force Majeure**" means any event beyond the reasonable control of either or both of the parties including but without limitation to war, civil war, armed conflict or acts of terrorism or a public enemy or other catastrophes, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule or regulation or direction coming into force after the date of this Agreement, epidemics, pressure waves caused by devices traveling at supersonic speeds, nuclear accident, and acts of God and strikes, slowdowns, lockouts or other labor stoppages excluding employee(s) of Whinstone affecting third parties which in each case causes either party to be unable to comply with all or a material part of its obligations under this Agreement;

"**Hosting Service**" means service providing electrical power and ventilation to the Customer Equipment as detailed in Clause 2.2 below;

"**Initial Term**" shall have the meaning set out in Clause 13.1 below;

"**Intellectual Property**" means all intellectual property, including patents, utility models, trade and service marks, trade names, domain names, rights in designs, copyrights, moral rights, topography rights, rights in databases, trade secrets and know-how, in all cases whether or not registered or registrable and including registrations and applications for registration of any of these and rights to apply for the same, rights to receive equitable remuneration in respect of any of these and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world;

"**IP Connection Service**" means the connection to the Customer Equipment permitting communication with the Internet as specified in the Service Details;

"**Licensed Area**" means the Building C where the Customer Equipment will be placed;

Doc ID: 0576fab07d364f2cb98c7a9e3e9486c52860cc
RHOD-BK-00015831

"**Maintenance**" means any work carried out by Whinstone in order to upgrade, improve or maintain the Service including any modification, change, addition or replacement which does not detract from, reduce or impair the overall quality or performance of the Service;

"**Miners**" means cryptocurrency mining machines, which are part of the Customer Equipment, which connect using the IP Connection Service and send computation results to the Mining Pool.

"**Mining Pool**" is the pooling of resources by Miners, who share their processing power over a network, to split the reward equally, according to the amount of work they contributed to the probability of finding a block.

"**Services**" collectively means Hosting Service, Basic Remote Hands Service, and Advanced Remote Hands Service, with the Hosting Service and Basic Remote Hands Service provided as needed to the Customer;

"**Service Details**" means service details in the format provided by Whinstone pursuant to which the Customer may request Services;

"**Party**" means Whinstone and the Customer (as the case may be) and shall include their permitted assignees and "**Parties**" shall mean both of them;

"**Pass Through Rate**" shall have the meaning set out in Clause 3.11.2 below;

"**Personal Data**" shall have the meaning as defined under the Data Protection Laws;

"**PPM Agreement**" shall have the meaning set out in Clause 3.11.2 below;

"RFU Date" means the Ready For Use Date, which is the date Whinstone will fully provide the Customer the Services;

"RFU Notice" means the written notice provided by the Customer to Whinstone setting the Ready For Use Date. This RFU Notice shall be provided to Whinstone no less than thirty (30) days prior to the Ready For Use Date set forth in the RFU Notice.

"**Representatives**" means, in relation to any party, its officers, employees and agents;

"**Scheduled Maintenance**" means Maintenance that is: (i) carried out between the hours of 12:00 am to 6:00 am; and (ii) notified to the Customer at least five (5) Business Days in advance;

"**Specified Power Draw**" shall have the meaning set out in Clause 3.13 below;

"**Whinstone Equipment**" means any equipment which is supplied by or on behalf of Whinstone to the Customer for the purpose of providing the Services and includes any equipment specified in Service Details; and

1.2. In the event of any conflict between any of the documents referred to in this Clause 1.2, they shall be given the following order of priority:

1.2.1. the terms of the relevant Service Details;

1.2.2. the terms set out in this Agreement; and

1.2.3. the terms set out in the AUP.

Doc ID: 0576fabd07d3641[illegible]

1.3. In the Agreement:

1.3.1. references to Clauses, paragraphs and subparagraphs are references to clauses, paragraphs, subparagraphs of or to this Agreement;

1.3.2. the headings contained in this Agreement are for convenience only and shall not influence the interpretation of this Agreement;

1.3.3. any reference to a statute, statutory provision, subordinate legislation, code or guideline ("legislation") is a reference to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation.

1.4. Whinstone and the Customer each represents and warrants to each other that it has the power to enter into, exercise its rights under and perform and comply with its obligations under this Agreement and all actions, conditions and things required to be taken, fulfilled and done by it to so enter into, exercise its rights under and perform and comply with its obligations under this Agreement and ensure that those obligations are valid, legally binding and enforceable have been taken, fulfilled and done.

2. SERVICE DESCRIPTION

2.1. Data Center Facilities

2.1.1. Whinstone will provide an installation environment for the Customer Equipment including, but not limited to, the Licensed Area in two buildings, rack systems, electricity supply (including PDU), transforming equipment, free air cooling (including evaporative cooling and single phase liquid cooling), smoke detection, IP Connection Service and physical security. Physical security includes 24-hour patrol, camera security, and a fence around the Licensed Area.

2.1.2. Whinstone shall grant the Customer, free of charge, escorted access to the property in Rockdale, TX for equipment inspections, installation, removal, additions, subtractions or physical maintenance by prior appointment.

2.1.3. With written prior consent of the Customer, Whinstone may relocate the Customer Equipment within the Data Center or to another facility operated by Whinstone provided that there are no changes to the terms of this Agreement. Any such relocation of the Customer Equipment will be carried out by Whinstone. Any costs incurred in relation to such relocation will be borne by Whinstone. The Customer shall reserve the right to inspect the new facility beforehand.

2.1.4. When the Customer visits the property in Rockdale, TX or accesses the Data Center network remotely the Customer shall at all times comply with the Data Center Rules that have been provided to the Customer in advance; provided, however, that the Customer shall only be obligated to comply with such Data Center Rules to the extent that they are reasonable. Whinstone shall provide the Customer a copy of the Data Center Rules and shall send a new copy if there are any changes made therein.

2.1.5. Whinstone represents and warrants that building or other permits, city inspection, or certification is not required with regard to providing services under this Agreement.

2.1.6. Whinstone represents and warrants that the Data Center has been certified by the Texas Comptroller of Public Accounts as, and is presently publicly registered with the Texas Comptroller as a "Qualifying Data Center" within the meaning of the Texas Tax Code Section 151.359 and the rules promulgated thereunder, and, as such, is entitled to claim an exemption from the Texas state sales tax for qualifying purchases. Whinstone

Doc ID: 0576fabd07d364f2cb98c7a9e3e9486c52860cc
RHOD-BK-00015833

covenants and agrees that the Data Center shall remain certified by and publicly registered with the Texas Comptroller as a "Qualifying Data Center" during and throughout the Initial Term.

2.2. Overview of Hosting Service

Whinstone shall be responsible for the following:

2.2.1. License of the Licensed Area.

2.2.2. Provision of the cabling for a connection to the IP Connection Service by way of a CAT 5e Ethernet cable.

2.2.3. Escorted access by the Customer's employees to the Customer Equipment at any time from 10 am to 5 pm Monday through Friday.

2.2.4. Monitored alarm and security call out service.

2.2.5. Physical Security: The facility will be surrounded by fencing and monitored by security cameras. Whinstone shall implement access control policies to ensure non-authorized persons are not able to enter the facility. Armed personnel will be onsite at all times.

2.2.6. IT Security: Whinstone will install a firewall and implement an IT security policy to prevent unauthorized access physically or remotely, viruses and ransomware. However, the Customer shall have the right to install its own firewall and implement its own security policies in the place of or in addition to Whinstone as mutually agreed to by both parties.

2.2.7. Fire detection and alarm system.

2.2.8. Equipment parts storage and inventory management.

2.2.9. After the RFU Date, acceptance of delivery of the Customer Equipment between 10:00 am to 4:00 pm on Business Days, subject to two (2) Business Days' notice to Whinstone, to be stored prior to installation.

2.2.10. Whinstone will be solely responsible for handling any complaints from third parties with respect to the noise from the Customer Equipment and shall hold the Customer harmless from any responsibility or costs arising out of or in relation to such complaints.

2.2.11. Whinstone will install all Customer Equipment on the data center racks, provide power and internet connection within thirty days of RFU Date. Installation includes unpacking, assembly and installation, LAN cable and power connection, initial setting, and garbage disposal.

2.2.12. Whinstone will provide stable power supply to the Customer's equipment at 240V. The equipment's power consumption may be adjusted by following instructions from the manufacturer. Whinstone will comply with any request from the Customer to adjust the power consumption if the total power consumption of all Customer equipment does not exceed the Specified Power Draw, or fall below eighty percent (80%) of the Specified Power Draw, unless both Parties mutually agree to do so.

2.2.13. Whinstone will follow the Service Level Agreement in Clause 4 and make its best efforts to ensure:

i. Average air intake temperature into the Customer's Miners is not greater than 30 degrees Celsius by maintaining sufficient airflow, preventing mixing of cool and

Doc ID: 0576fabe9662f4b2be64744ce0553a4d1a60dacc
RHOD-BK-00015834

hot exhaust air from the equipment in the data center, and using evaporative cooling;

ii. Filters are used in the air intake system of the data center facility, and the air inside the data center is free of dust, insects, corrosion, precipitation and condensation.

iii. Intake and exhaust fans are free of obstruction or debris.

2.2.14. Whinstone will label all the Customer Equipment, cables, replacement parts to track inventory, replacement parts, and to make Basic Remote Hand Service the most efficient.

i. Whinstone will reference Miners with a unique identifiable identification number when giving reports to the Customer;

ii. For equipment other than Miners which may not have a unique ID number, Whinstone will properly label and store the equipment separate from other customers in the data center.

2.2.15. Whinstone will provide monthly reports to the Customer. These reports shall contain a summary of monthly power draw as measured from power consumption meters and include appropriate billing owed to Whinstone by the Customer.

2.2.16. Whinstone will provide Basic Remote Hands Service at no extra charge as outlined in Clause 2.3.1 and will offer Advanced Remote Hands Service for additional cost as outlined in Clause 2.4.1.

2.2.17. Customers may inspect the site before shipping its equipment and supplies to bring the Customer's Miners online. Upon completion of the inspection, the Customer may reduce the Specified Power Draw cited in Clause 3.12.1 if the site does not meet Customer's expectations and reduce the Advanced Remote Hands Service fee by the same proportionate amount as the reduction of Specified Power Draw.

2.3. Basic Remote Hands Service

2.3.1. Basic Remote Hands Service is available twenty-four (24) hours a day, seven (7) days a week. Where requested by the Customer, Whinstone staff shall be available to perform the following tasks only on the instructions of the Customer in respect of the Customer Equipment:

i. Remote monitoring of equipment performance and status;

ii. Remote fault diagnosis;

iii. Pushing a button;

iv. Switching a toggle;

v. Power cycling (turning on/off) the Customer Equipment;

vi. Re-setting, rebooting the Customer Equipment;

vii. Securing cabling to connections

viii. Observing, describing and/or reporting to the Customer indicator lights or display information on machines or consoles;

ix. Cable organization;

Doc ID: 0576bfab07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015835

x. Modifying basic cable layout, labelling and/or re-labelling of the Customer Equipment;

xi. Cable patching;

xii. Checking alarms for faults; and/or

xiii. Inserting/removing discs or equivalent storage devices into/ from the Customer Equipment.

2.4. Advance Remote Hands Service

2.4.1. The following Advanced Remote Hands Services are not included in the Basic Remote Hands Service but may be provided by Whinstone to the Customer on a best effort basis. Unless explicitly expressed in Clause 2.3.1, in cases of ambiguity between Advanced Remote Hands Services and Basic Remote Hands Services, Advanced Remote Hands Services shall come into effect if the Customer Equipment must be taken off the rack:

i. Installing applications or software to the Customer Equipment;

ii. Uploading of data to the Customer Equipment;

iii. Configuring the Customer Equipment operating system;

iv. Configuring any software or applications on the Customer Equipment;

v. Customer Equipment component fault diagnosis;

vi. Software component fault diagnosis;

vii. Rectifying problems caused by the Customer Equipment or software;

viii. Rectifying problems caused by the Customer; or

ix. Any service whatsoever requiring the opening of the outer casing of any of the Customer Equipment.

2.4.2. Communication for Advance Remote Hands Service shall be done via email or Whinstone's ticketing system. Whinstone will follow the Service Level Agreement as well as the work schedule specified in Clause 4.

2.4.3. Advanced Remote Hands Service shall be provided by Whinstone to the Customer for a fixed monthly fee as detailed in Clause 3.12, separately from Hosting Fees which includes only the Basic Remote Hands Service.

3. CHARGES AND PAYMENTS

3.1. In consideration of the provision of the Services, the Customer shall pay charges in accordance with this Clause 3.

3.2. Whinstone shall issue a monthly invoice to the Customer no later than the tenth day of the following month containing all charges and fees for providing the Services under this contract, including the Hosting Fees prepayment under 3.11.2. The Customer shall pay the undisputed amounts of such invoice no later than the last day of the month in which the Customer receives it.

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c652860acc
RHOD-BK-00015836

3.3. If the Customer requests Whinstone to provide any services other than contemplated in this Agreement, Whinstone shall be entitled to invoice the Customer for any and all changes to such services pursuant to the agreement between the parties.

3.4. If either Party fails to pay any amount owed under this Agreement by the dates set forth herein:

3.4.1. The Party to receive payment shall be entitled but not obliged to charge the Customer interest at a rate of 5% per year on the overdue amount commencing 14 business days after the due date up to the date of actual payment.

3.4.2. Actual power consumption is measured at the end of each month, and a credit or debit is applied toward the next hosting fee prepayment invoice. If the credit or debit is not paid or applied on that invoice, the Party to receive payment shall be entitled but not obliged to charge the other Party interest 5% per year on the overdue amount commencing 14 business days after the due date of the invoice to the date of actual payment.

3.5. All charges and payments referred to in this Agreement are inclusive of sales tax (if applicable) and all similar taxes and duties payable in respect of such payments. To the extent that additional tax is properly chargeable to the Customer, the Customer shall pay at the time that the payment becomes due.

3.6. All amounts due under this Agreement shall be paid in accordance with all work performed and services provided. In the event that the Parties change the scope of the services, Whinstone and the Customer will agree on all billing changes and handle each credit or debit once there is a mutual agreed amount.

3.7. In the event of any failure by either Party to make full payment to the other Party of any and all amounts due pursuant to this Agreement, the Party owing payment shall be responsible for all costs and expenses which the other Party reasonably incurs in collecting such amounts.

3.8. The Parties may combine charges and invoices and offset any amounts owed to the other Party.

3.9. This Clause intentionally left blank.

3.10. Installation Fees

3.10.1. This Clause intentionally left blank.

3.10.2. Installation is considered complete when the Miner is seen remotely connecting to the Mining Pool and sending computation. In cases of faulty equipment, installation will be considered complete when Whinstone diagnoses the fault, sends a report to the Customer, and completes installation of alternative equipment.

3.10.3. This Clause intentionally left blank.

3.11. Hosting Fees

3.11.1. The Hosting Fees cover all services and items specified in this Agreement except for Advanced Remote Hands Service in Clause 3.12 and is calculated based on the power consumption of the Customer Equipment and shall not include Whinstone's own equipment (PUE) or the equipment of Whinstone's other customers.

3.11.2. The Hosting Fee rate is the lesser of either (i) $0.01705 USD or (ii) the "Pass Through Rate" as hereinafter defined. As used herein, the "**Pass Through Rate**" is defined as the lesser of either (i) the "Net Effective Rate" as that rate is defined and calculated in the

Doc ID: 0576bfab07d364f2b98c7a9e3e9486c652860cc
RHOD-BK-00015837

Pro Forma Pricing Model attached as Attachment C to that certain Power Services Agreement entered into by and between Whinstone and Priority Power Management LLC on April 3, 2020 (the "**PPM Agreement**") or (ii) the exact price at which Whinstone is billed monthly for electricity provided to Customer per kilowatt-hour. The Hosting Fee rate shall remain unchanged for 3 (three) consecutive years under any Extended Term under Clause 13.1. Whinstone will install power consumption meters at the transformers.

3.11.3. Whinstone, to the best of its knowledge, confirms that the "Pass Through Rate" is presently $14.74 per Megawatt Hour as shown in the Pro Forma Pricing Model attached as Attachment C to the PPM Agreement, a materially accurate copy of which is attached hereto as Exhibit "1". Customer understands that this rate is variable.

3.11.4. Hosting Fee rate = $17.05 per Megawatt Hour or lower depending on the "Pass Through Rate" for 3 years, with the option to renew for the remainder of the Initial Term at the same pre-agreed upon terms seen in 3.11.2, in one year increments. Whinstone will invoice a 5,000 kW upon deployment of the Customer Equipment. Whinstone will require the payment to be made fifteen days prior to powering the Licensed Area.

3.12. Advanced Remote Hands Service Fee

3.12.1. Whinstone will invoice the Customer a fixed monthly fee of $1,667.00 (USD) for the Advanced Remote Hands Services based on a scale of 1317 Miners, or 5mW equivalent. Whinstone will invoice Advanced Remote Hands Services together with the Hosting Fees and the applicable period for services rendered shall be the same month as the Hosting Fees unless otherwise specified. Notwithstanding the prior sentence, until all Specified Power Draw is provided, and all the Miners have been installed, Whinstone will invoice the Customer for Advanced Remote Hands Services based on the average number of installed Miners during the prior month. This fixed monthly fee will be credited towards Customer's power bill in the result that there is greater than or equal to eighty percent (80%) of the Specified Power Draw at the rate specified in Clause 3.11.1

3.12.2. Whinstone will adhere to all sections of the Service Level Agreement in Clause 4 as well as those specifically detailed for the Advanced Remote Hands Service.

3.12.3. In the likely result that the Advanced Remote Hands Service Fee is not necessary for Customer because they are monitoring their own systems with on-site staff, Customer will elect, in writing, that this service is no longer needed. Upon election and acceptance from Whinstone, this fixed monthly fee will be waived indefinitely.

3.13. Specified Power Draw

3.13.1. Whinstone will provide the Customer with at least 5,000 kW (5) MW of power available for the Services by the RFU Date. As a minimum commitment, regardless of power consumption, the Customer shall pay for Hosting Fees for greater than or equal to eighty percent (80%) of the Specified Power Draw at the rate specified in Clause 3.11.1.

3.13.2. Customer and Whinstone agree, to the best of their ability, to be fair in negotiations and working to a mutually beneficial decision in the result of unforeseen circumstances.

For Purpose of Example and Reference, a cost of power calculation has been provided below based on $17.05/mWh ($0.01705/kWh), the "Hosting Fee rate"

30-day month: 5,000 kW * Hosting Fee * 24 hours * 30days = $61,380.00
31-day month: 5,000kW * Hosting Fee * 24 hours * 31days = $63,426.00

3.13.3. If Whinstone determines that the over-usage of power cannot be reasonably permitted, Whinstone reserves the right to require the Customer to remove or deactivate sufficient

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015838

Customer Equipment to prevent such over-usage within 24 hours of notification, which will describe in detail the reasons for the removal or deactivation. Whinstone shall consult with the Customer in good faith before determining to remove or deactivate.

3.14. The Customer will pay to Whinstone the "Capital Expenditure" (as defined in the following sentence) not to exceed $800,000. The Capital Expenditure shall be paid in full to Whinstone no later than five (5) business days after the RFU Notice is provided. The "**Capital Expenditure**" is defined as the lesser of either (i) the actual costs of construction and buildout of the infrastructure, building and power requirements of the Licensed Area or (ii) Eight Hundred Thousand U.S. Dollars ($800,000.00 USD). No later than thirty (30) days after the the RFU date, Whinstone shall provide to Customer a full accounting of the actual costs of construction and buildout of the infrastructure, building and power requirements of the Licensed Area along with accurate receipts, bookkeeping, and proof of purchase for all invoices exceeding $5,000 per line item.

3.15. This Clause intentionally left blank.

3.16. Whinstone agrees that all costs of construction and buildout of the infrastructure, building and power requirements of the Licensed Area greater than $800,000 will be at the sole cost and expense of Whinstone. Whinstone agrees that, in the result of which this $800,000 is more than necessary for the Capital Expenditure, Whinstone will refund the remaining funds to Customer.

3.17. Whinstone represents and warrants that the Capital Expenditure and Hosting Fees shall be exempt from Texas state sales tax because the expenditures for which the Capital Expenditure and Hosting Fees will be allocated are qualifying purchases for a "qualifying data center" within the meaning of Texas Tax Code Section 151.359 and the rules promulgated thereunder. In the event that, at any time during the Initial Term, any Texas state sales tax should be assessed on any portion of the Capital Expenditure or any portion of the Hosting Fees, Whinstone shall pay such Texas state sales tax solely from its own funds and shall indemnify and hold harmless the Customer from any and all liability, charges, costs, assessments, fees, fines, penalties and interest arising out of such assessment.

3.18. Whinstone agrees that the Capital Expenditure allows Customer complete use of the Licensed Area for a continuous, uninterrupted period of ten (10) years, unless otherwise mutually agreed upon by both Parties in writing at a later date.

4. OPERATIONS AND SERVICE LEVEL AGREEMENT ("SLA")

4.1. Whinstone reserves the right to vary the technical specifications of the Services where necessary for operational reasons and without detracting from, reducing or impairing the overall quality or performance of the Services, after giving reasonable written notice to the Customer (except in the case of an emergency where notice is not possible; provided, however, that in such case, Whinstone shall provide notice to the Customer then as soon as reasonably possible).

4.2. Without prejudice to Clause 4.1, Whinstone reserves the right to, after providing the Customer with reasonable advance written notice (provided, however, that in the event of an emergency, as soon as reasonably possible) at any time to make any change, addition to or replacement of any part of the Services where this is required to conform with any applicable safety, statutory or legal requirement, provided that this does not detract from, reduce or impair the overall quality or performance of the Services.

4.3. The Customer may report any claims including failures of performance of the Services by Whinstone to the Whinstone support center at any time. Whinstone shall take all actions necessary to remedy such failures as soon as possible.

Doc ID: 0576bfab07d364f2cb98c7a9e3e9486c52860acc
RHOD-BK-00015839

4.4. Interface or access to inventory, monitoring and Hashtrend software is provided to the Customer at no additional charge.

4.5. Uptime Guarantee

4.5.1. Whinstone guarantees an uptime percentage (percentage of time to maintain uninterrupted performance of the total Customer Equipment) of 96.35% and no more than 6 days of planned downtime due to loss of power, construction, or network outage.

4.5.2. Whinstone will not charge Customer for any power cost during the period of which there is interrupted performance of the total Customer Equipment.

4.5.3. Whinstone will give at least twenty-four (24) hours advance notice to the Customer via email before any datacenter downtime, or any downtime affecting more than one hundred (100) machines at one time.

4.5.4. If any unplanned event causes more than 10% of equipment to go offline, Whinstone will acknowledge the alert within 1 hour and report immediately to the Customer. Whinstone will attempt to begin remedy of the issue within 1 hour of alert acknowledgement and shall provide a full incident report within 5 business days of alert acknowledgement to the Customer.

4.6. Performance Guarantee

4.6.1. Whinstone will perform maintenance and repairs to ensure the total daily average hashrate of all machines does not fall by more than 5% below the Customer Equipment manufacturer's specified range.

4.6.2. If total hourly average hashrate of all Customer Equipment falls more than 10% compared to the previous hour, Whinstone will respond to the incident within 1 hour and provide a full incident report within 5 business days of the incident to the Customer.

4.6.3. Whinstone will make the best effort to employ a monitoring system to monitor uptime, performance and other machine metrics.

4.6.4. Whinstone shall maintain average hashrate overall for Customer Equipment within the tolerance range of the equipment manufacturer's specifications.

4.6.5. Whinstone shall acknowledge alerts from its monitoring system within 30 minutes and respond within 1 hour. If the problem cannot be corrected, the Customer Equipment affected will be place in a maintenance queue and reported to the Customer by the next business day.

4.6.6. Whinstone will reply to notices from the Customer on the same business day.

4.6.7. Whinstone shall maintain an intake temperature suitable for proper operation of the machines. If any machines do overheat, Whinstone shall turn them off as soon as possible and report the issue to the Customer.

4.7. Advanced Remote Hands Service

4.7.1. Whinstone will provide Advanced Remote Hands Service from 9 am to 9 pm, seven days a week. This service includes repairs, unracking/racking units, and replacement of parts such as hashboards, fans, controller boards.

Doc ID: 0576fabd07d364f2cb98c7a9e3e9486c52860acc
RHOD-BK-00015840

4.7.2. If the hourly hashrate performance of a single Miner drops more than 10%, Whinstone will respond within 30 minutes, and attempt to repair or replace faulty parts and components within 1 hour. If the issue cannot be resolved within 1 hour, Whinstone will place the equipment into a maintenance repair queue.

4.7.3. Whinstone shall reduce the maintenance repair queue at all times it is not responding to any incidents.

4.8. Whinstone will sell electricity in lieu of providing electricity to the Customer if the Ercot Market profitability exceeds the 250% of the contract price. The profit will be distributed 100% to the Customer.

5. WHITELABELING OF SERVICES

The Customer may white label the Services and arrangements under this Agreement on a back-to-back basis to specifically named third parties upon thirty-day notification to Whinstone, and Whinstone shall accept such execution of this right provided there are no changes to the terms of this Agreement. Any requested changes to warranties, representations, obligations, or service levels to be provided by Whinstone shall be negotiated in good faith by the Parties. Unless prior arrangement is made, the Customer shall be responsible for billing and collection associated with any white label offering.

6. OWNERSHIP AND INTELLECTUAL PROPERTY

6.1. The Parties acknowledge and agree that the Customer Equipment is the sole property of the Customer. In no event shall Whinstone claim ownership of any of the equipment.

6.2. The Parties acknowledge and agree that any outcomes or productivities, including but not limited to, block chains, hash and digital currencies, generated from the operation of the equipment are the sole property of the Customer. In no event shall Whinstone claim the ownership of any of such outcomes or productivities.

6.3. Whinstone shall not sell or create any mortgage, lien, or any kind of encumbrance on the Customer Equipment, the Intellectual Property, or any outcomes or productivities owned by the Customer.

6.4. The Customer will have a non-transferable license to use any IP address allocated by Whinstone to the Customer for the duration of this Agreement. If this Agreement is terminated for any reason, the Customer's license to use the IP address shall automatically terminate.

6.5. Customer owns any Developed IP. "**Developed IP**" means any intellectual property other than Background IP created or discovered by the Parties in connection with this Agreement, including without limitation any reports Whinstone provides to Customer. "**Background IP**" means all intellectual property owned or licensed by a Party before starting services under this Agreement or independent of services under this Agreement. The Developed IP is a work made for hire for the Customer to the extent permitted by applicable law, and Customer retains all intellectual property rights in the Developed IP. To the extent that Whinstone or its personnel own any rights in the Developed IP, Whinstone assigns, or will procure the assignment of, all rights, title, and interest in the Developed IP to Customer. If applicable law prevents future assignments, Whinstone will assign, or will procure the assignment of, such rights as these are created. If applicable law prevents Whinstone from transferring ownership of any

Doc ID: 0576fab07d364f2b98c7a9e3e9486c52860acc
0576fab07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015841

Developed IP to Customer, Whinstone grants Customer a perpetual, irrevocable, exclusive, royalty-free, fully-paid, transferable, worldwide license, with the right to sublicense, to: (1) reproduce, prepare derivative works of, distribute, publicly perform, publicly display, and otherwise use such Developed IP; and (2) make, use, sell, offer for sale, import, export any component of, and otherwise dispose of such Developed IP. This agreement does not transfer any rights associated with Background IP, which will remain vested with their owners.

6.6 Whinstone will defend Customer and its affiliates, and indemnify them against liabilities in any third-party legal proceeding to the extent arising from an unaffiliated third party's allegation that Customer or its affiliate's use of the Services or any deliverable under this Agreement from Whinstone infringes or misappropriates the third party's Intellectual Property Rights.

7. CONFIDENTIALITY

7.1. The parties agree that Confidential Information:

7.1.1. shall be used solely for the purpose for which it was furnished in connection with performance of this Agreement;

7.1.2. shall be maintained in strict confidence and shall not be disclosed to third parties, provided, however, that Whinstone and the Customer may disclose Confidential Information to their respective affiliates and sub-contractors and their respective employees who need to have access to such Confidential Information for the purposes of providing the Services on the condition that Whinstone and the Customer shall procure compliance by such sub-contractors or affiliates and their respective employees with the terms of this Clause 7; provided, however, that Whinstone and the Customer shall be responsible for any breach of the obligations set forth in this Clause 7 by such sub-contractors or affiliates and their respective employees; and

7.1.3. upon termination of this Agreement shall be returned to the disclosing Party, together with all copies, or (at the disclosing Party's option) destroyed.

7.2. Any disclosure of Confidential Information permitted under Clause 7.1.2 shall be in confidence, and only be to the extent that any persons to whom the information is disclosed need to know the same for the performance of their duties and the receiving Party shall be obliged to procure that all such persons are aware of the obligation of confidentiality and undertake to comply with it.

7.3. The obligations of confidentiality and restricted use set out in Clauses 7.1 and 7.2 are not applicable to Confidential Information that:

7.3.1. was previously or becomes known to the receiving Party, free from any obligation to keep the same confidential (provided that Confidential Information disclosed in contemplation of the provision of the Services shall still remain subject to such obligations);

7.3.2. is or becomes generally available to the public, other than as a direct or indirect result of unauthorized disclosure by the receiving Party, its affiliates or a person engaged by the receiving Party or its affiliates contrary to their respective obligations of confidentiality;

7.3.3. is shown to have been independently developed by the receiving Party, its officers, employees, agents or contractors;

7.3.4. the Parties agree in writing that it need not be kept confidential; or

Doc ID: 0576fab07d364f2cb98c7a9e3e9486c52860acc
RHOD-BK-00015842

7.3.5. is required to be disclosed by law or by regulation or by the order of any governmental authority or court provided that, to the extent permitted by law, prior to any disclosure, the receiving Party notifies the disclosing Party of the information to be disclosed and the circumstances in which the disclosure is alleged to be required as early as reasonably possible before such disclosure must be made and, at the disclosing Party's request and cost, assists the disclosing Party in avoiding or limiting any such disclosure.

7.4. Without prejudice to any other rights and remedies that the disclosing Party may have, the receiving Party agrees that if Confidential Information is used or disclosed or threatened to be used or disclosed other than in accordance with the terms of this Agreement, the disclosing Party shall, without proof of special damage, be entitled to seek an injunction, specific performance or other equitable relief for any actual or threatened breach of this Clause 7.

7.5. Notwithstanding Clause 7.1, Whinstone will request in writing to the Customer and request the Customer to participate in its advertising and/or promotional literature and other materials. The Customer has the right to opt out of any and all advertising request.

7.6. In order for Whinstone to provide the Services, the Customer will need to supply certain information or data. Where such information or data constitutes Personal Data, Whinstone will comply with the Data Protection Laws. The Parties shall duly observe and comply with all their obligations under the Data Protection Laws in relation to any Personal Data processed in connection with this Agreement and shall render such assistance and cooperation as is reasonably necessary or reasonably requested by the other Party in respect thereto.

7.7. It shall be the Customer’s responsibility to keep any Personal Data provided to Whinstone up to date and the Customer warrants and undertakes to Whinstone that all of its Personal Data and contact details are accurate and complete.

7.8. Whinstone may pass the Customer’s Personal Data to Whinstone affiliates and to any third-party suppliers Whinstone may use to provide services that involve processing data on Whinstone’s behalf for the purpose of providing the Services and as contemplated by the terms of this Agreement; provided, however, that Whinstone shall be responsible for any breach of the obligations set forth in this Clause 7 by such affiliates and third party suppliers.

8. LIABILITY, REPRESENTATIONS, WARRANTIES, AND INDEMNIFICATIONS

8.1. Both Parties represent and warrant that they have the right and capacity to enter into this Agreement and fully perform their respective obligations hereunder;

8.2. Whinstone shall perform the Services as described herein and shall provide the Services in a professional manner consistent with industry standards.

8.3. Whinstone hereby agrees to indemnify and hold harmless the Customer and any of its managers, owners, successors, licensees and assignees, from any and all losses, costs, liabilities, damages and expenses, including but not limited to, reasonable attorney fees resulting from any breach of any obligations, representation, warranty and/or covenant under this Agreement. Notwithstanding any provisions herein, Whinstone agrees to indemnify the Customer for any losses directly or indirectly caused by negligence or intentional or willful misconduct of Whinstone in its performance of obligations under this Agreement, including but not limited to, faulty operations, bad design, or misuse of the facilities in the datacenter.

Doc ID: 0576bfab07d364f2b98c7a9e3e9486c652860acc
RHOD-BK-00015843

8.4. If electrical supply is suspended for five (5) or more consecutive days, or more than seven (7) days in any twelve (12) month period due to any cause other than due to Force Majeure event, the Customer is entitled to suspend or terminate this Agreement by giving a written notice to Whinstone. Written notice will be signed and emailed to Whinstone, and a physical copy will be sent to Whinstone's registered address. The timestamp of the email will be considered the date of the receipt of such notice. If the Customer terminates this Agreement for the aforementioned reason, Whinstone shall pay for the costs to decommission, clean, package onto pallets and for the shipping cost to transport all Customer's Customer Equipment to a new location.

8.5. Neither Party excludes or limits its liability to the other Party for:

8.5.1. death or personal injury caused by its negligence;

8.5.2. fraud or fraudulent misrepresentation.

8.6. Subject to Clauses 6, 8.5, 8.7, and claims for outstanding payment, the aggregate liability of each Party to the other in contract, tort (including negligence), for breach of a statutory duty or otherwise arising under or in connection with this Agreement or its subject matter shall be limited to a sum equal to the greater of: (i) the aggregate charges payable by the Customer to Whinstone in the twelve-month period immediately prior to the date on which the cause of action first arose or, if the Agreement had been in force for less than twelve months at that date, the annualized amount of the charges payable by that date; and (ii) USD $250,000.

8.7. Subject to Clause 8.5 but notwithstanding anything else in this Agreement, the aggregate liability of:

8.7.1. the Customer to Whinstone for damage to property, in contract, (including negligence) or otherwise arising under or in connection with this Agreement shall be limited to a sum equal to the aggregate charges payable by the Customer to Whinstone in the twelve-month period immediately prior to the date on which the cause of action first arose or, if the Agreement has been in force for less than twelve months on such date, the annualized amount of the charges payable by that date; and

8.7.2. Whinstone to the Customer for damage to property, in contract, tort (including negligence) or otherwise arising under or in connection with this Agreement shall be limited to a sum equal to the aggregate charges payable by the Customer to Whinstone in the twelve-month period immediately prior to the date on which the cause of action first arose or, if the Agreement has been in force for less than twelve months on such date, the annualized amount of the charges payable by that date.

8.8. In no event will Whinstone have any liability for non-provision or delay in the provision of the Services which:

8.8.1. can be reasonably attributed to the acts or omissions of the Customer, its affiliates, employees, workers, sub-contractors, agents or customers including but not limited to failure to provide complete, accurate information in a timely manner for Whinstone;

8.8.2. arises from or as a consequence of use of the Services other than in accordance with the express terms of this Agreement; and/or

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c652860cc
RHOD-BK-00015844

8.8.3. occurs during any period of suspension in accordance with Clause 12, provided, however, that this Clause 8.8 shall not apply in the case of willful misconduct or negligence by Whinstone, its affiliates, employees, workers, sub-contractors or agents.

8.9. The Customer acknowledges that Whinstone would not enter into this Agreement at the prices herein without the foregoing limitations of liability. Each Party acknowledges that the allocation of risk in this Agreement (including the exclusions and limitations set out in this Clause 8) has been freely negotiated at arm's length and is regarded by it as reasonable. The Customer acknowledges that it has had an opportunity to consider adequate insurance cover and to obtain professional advice in relation to this Clause 8.

8.10. Whinstone shall not be liable for any claim arising under this Agreement unless the Customer gives Whinstone written notice of the claim within twelve months of becoming aware of the circumstances giving rise to the claim.

8.11. Whinstone shall maintain minimum general business liability insurance in the amount of ten million US Dollars per occurrence or replacement value of the Customer's Customer Equipment, whichever is lower. This coverage will not include business income interruption coverage. The Customer is responsible for insuring their equipment and business income interruption insurance.

8.12. Whinstone represents to the Customer that it has secured rights to at least 100 acres of leased land for two years for the Data Center and secured for commercial access up to one (1) gigawatt of aggregated electricity that can be delivered to the Data Center, of which a portion of that may be incrementally offered to the Customer under an Extended Term.

9. ASSIGNMENT

9.1. This Agreement and all rights and obligations hereunder, in whole or in part, may be assigned or transferred by the Customer without the prior written consent of Whinstone. The Customer shall provide prompt written notice to Whinstone of any such assignment or transfer. Following such assignment or transfer, but provided that the Customer has provided written notice thereof to Whinstone, (i) the assignee or transferee shall assume and be liable to Whinstone for the full and faithful performance of all of the Customer's obligations under this Agreement and be considered the "Customer" for all purposes under this Agreement and (ii) Rhodium JV LLC shall have no further liability to Whinstone..

9.2. Whinstone may, upon receipt of the Customer's prior written consent, assign, sub-license or deal in any other manner with this Agreement or any rights under the Agreement, or sub-contract any or all of any or all of obligations under this Agreement to one or more of its affiliates or to any third party upon a sale of all or substantially all of its assets and will provide notice to the Customer of any such assignment, provided, however, that the Customer is provided with the Services under the same terms and conditions as those of this Agreement until the expiration of the Initial Term or the relevant Extended Term, as the case may be, of this Agreement.

10. FORCE MAJEURE

10.1. Neither Party shall in any circumstances be liable to the other for any loss of any kind whatsoever including any damages whether directly or indirectly caused or incurred by the

Doc ID: 0576bfab07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015845

other Party by reason of any failure or delay in the performance of its obligations hereunder which is due to Force Majeure.

10.2. If either of the Parties becomes aware of circumstances of Force Majeure which give rise to or which are likely to prevent the performance of any obligations on its part, it shall as soon as reasonably possible and in any event within five (5) Business Days after commencement of the Force Majeure serve notice in writing on the other Party specifying the nature and extent of the circumstances giving rise to Force Majeure.

10.3. If either Party is prevented from performance of substantially all of its obligations by Force Majeure for more than two (2) months in total, the other Party may terminate this Agreement by giving notice in writing to the other Party at any time, in which case neither Party shall have any liability to the other except that rights and liabilities which accrued prior to such termination shall continue to subsist.

11. NOTICES

11.1. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt, or (a) personal delivery to the Party to be notified, (b) when sent, if sent by electronic mail or facsimile during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the respective Parties at their address as set forth below, or to such e-mail address, as subsequently modified by written notice given in accordance with this Clause 11 herein:

11.2. The addresses of the parties for the purposes of Clause 11.1 are:

11.2.1. Whinstone US, Inc.

2721 Charles Martin Hall Road
Rockdale, Texas 76567
Marked for the attention of: Lyle Theriot
Email: Lyle.Theriot@whinstone.us
Attention: Lyle Theriot

11.2.2. Rhodium JV LLC.

7546 Pebble Drive
Fort Worth, Texas 76118
Marked for the attention of: Cameron Blackmon
Email: cameronblackmon@imperiumpartners.io
Attention: Cameron Blackmon

11.3. In proving service, it shall be sufficient to prove that the envelope containing such notice was addressed to the address of the relevant party set out in Clause 11.2 (or as otherwise notified by that party under this Clause) and delivered to that address.

12. SUSPENSION OF SERVICE

12.1. Whinstone reserves the right to suspend the Services for the following reasons:

12.1.1. to carry out Maintenance with the prior written consent of the Customer;

Doc ID: 0876fa8e96d274b2be8744ce8058a4d38cc

12.1.2. to make any modification, change, addition to, or replacement of, the Whinstone Equipment or any part of the IP Connection Service or the Services where this is required to conform with any applicable safety, statutory or legal requirements, provided that such modification, change, addition or replacement does not detract from, reduce or impair the overall quality or performance of the Services with prior written consent of the Customer;

12.1.3. where the Customer fails to pay any undisputed Charges in accordance with Clause 3;

12.1.4. where Whinstone is obliged to comply with an order, instruction or request of Government, court, law enforcement agency or other competent administrative or regulatory authority, in which case Whinstone shall provide notice to the Customer as soon as possible, and cooperate with the Customer to mitigate losses or take other appropriate actions;

12.1.5. in an emergency; or

12.1.6. where Whinstone has reason to terminate this Agreement in accordance with its terms.

12.2. Where suspension of the Services is necessary in accordance with the provisions of Clause 12.1.2, Whinstone will carry out such work as Scheduled Maintenance but in circumstances where this is not possible, Whinstone shall use all reasonable endeavors to perform such work between the hours of midnight and 6am and shall restore the Services as soon as reasonably practical in the circumstances.

12.3. If Whinstone exercises its right of suspension under this Clause, this will not exclude its right to terminate this Agreement later in respect of that or any other event, nor will it prevent Whinstone claiming damages from the Customer in respect of any breach.

13. TERMINATION

13.1. This Agreement shall commence on the Effective Date and shall continue for a period of One hundred twenty (120) months from the RFU Date ("**Initial Term**") unless and until terminated in accordance with this Clause 13.

This Agreement shall be automatically extended for a period of 12 months ("**Extended Term**") at the end of the Initial Term and at the end of each Extended Term. The Customer can terminate the contract at the end of the twelfth month of the Initial Term or any Extended Term with no penalty by notifying Whinstone in writing sixty (60) days prior to the end of the contract. Unless notified in writing of termination by the Customer as mentioned above, the Customer contract will renew automatically for an additional twelve (12) months under the same conditions.

13.2. Customer Elected Termination. Whinstone understands and agrees that the Customer shall have the right to elect not to provide a RFU Notice in relation to this Agreement. If no RFU Notice is provided to Whinstone prior to June 1, 2028, this Agreement shall be considered terminated with immediate effect and any rights or obligations of either Party under this Agreement shall be null and void.

13.3. Termination for Cause. Either party (the "**Non-Defaulting Party**") may terminate this Agreement (without prejudice to its other rights and remedies) with immediate effect by written notice to the other party (the "**Defaulting Party**") if:

13.3.1. the Defaulting Party commits a material breach of any of its material obligations under this Agreement (including failing to pay any sums payable under this Agreement by the due date) and if the breach is capable of remedy, fails to remedy it during the period of 30

Doc ID: 0576bfab07d364f2cb98c7a9e3e9486c652860cc
0576fabe07d364f2cb98c7a9e3e9486c652860cc
RHOD-BK-00015847

days starting on the date of receipt of notice from the Non- Defaulting Party specifying the breach and requiring it to be remedied; or

13.3.2. the Defaulting Party becomes insolvent including being unable to pay its debts as they fall due and/or that the value of its assets is less than the amount of its liabilities, taking into account its contingent and prospective liabilities, proposes an individual, company or partnership voluntary arrangement, has a receiver, administrator or manager appointed over the whole or any part of its business or assets; if any petition shall be presented, order shall be made or resolution passed for its winding up (except for the purpose of a bona fide amalgamation or reconstruction), bankruptcy or dissolution (including the appointment of provisional liquidators/interim receivers or special managers); if it shall otherwise propose or enter into any composition or arrangement with its creditors or any class of them; if it ceases or threatens to cease to carry on business or if it claims the benefit of any statutory moratorium; or

13.3.3. the Defaulting Party suffers, or there occurs in relation to that party, any event which is analogous to any of the events referred to in Clause 13.2.2 in any part of the world.

13.3.4. In the case that the Customer terminates this Agreement due to Whinstone's failure to cure a default, or the matters specified in Clause 13.3 or 13.4, Whinstone will pay for the costs to decommission, clean, package onto pallets and ship the Customer equipment to a new location. Whinstone will also pay Customer's lost revenue from mining resulting from such termination converted to US dollars, which shall be calculated based on the average market price of the mined digital asset and mining difficulty levels for a period of four calendar weeks from the date of the termination.

13.4. It is in the best interest of both Parties to pursue all reasonable efforts to remedy any issues with the Services or Service Level Agreement without termination or penalties. In cases of negligence or failure to maintain the Service Level Agreement for more than two (2) consecutive months, the Customer shall be entitled to the right to terminate the Agreement.

13.5. If Whinstone fails to install all of the Customer Equipment within 60 days of the RFU Date, the Customer shall be entitled to terminate or suspend the Agreement, and Whinstone shall refund the customer the 90% of the installation charges.

13.6. Either Party may terminate this Agreement with immediate effect by written notice and without further obligation or liability to the Customer if required by any law enforcement or other government or regulatory organization or authority or by the courts.

13.7. All rights and obligations of the Parties shall cease to have effect immediately upon termination of this Agreement, except that termination shall not affect:

13.7.1. accrued rights and obligations of the Parties at the date of termination; and

13.7.2. the continued survival and validity of the rights and obligations of the Parties under Clauses 7, 8, this Clause 13.4 and Clauses 15, 17 and 19 and any other provisions of this Agreement necessary for the interpretation or enforcement of this Agreement.

13.8. For the avoidance of doubt, save where otherwise agreed in writing between the Parties, termination of any Services at a site does not constitute termination of this Agreement, and, where this Agreement has been terminated in accordance with its terms, all Services will automatically terminate upon such termination.

13.9. Upon termination of this Agreement, the Customer shall at its own cost and expense return to Whinstone all IP addresses provided to it by Whinstone.

Doc ID: 0576bfab07d364f2cb98c7a9e3a9486c52860cc
RHOD-BK-00015848

14. ANTI-BRIBERY AND CORRUPTION

Each Party warrants and represents that it has not and will not carry out any act that could be an offense under anti-bribery laws.

15. APPLICABLE LAW

This Agreement shall be governed by Texas Law and the parties hereby submit to the exclusive jurisdiction of the Texas courts.

16. GENERAL

16.1. No failure or delay of either Party in exercising its rights hereunder (including the right to require performance of any provision of this Agreement) shall be deemed to be a waiver or release of such rights. Any waiver or release must be specifically granted in writing signed by the Party waiving its rights and shall:

16.1.1. be confined to the specific circumstances in which it is given;

16.1.2. not affect any other enforcement of the same or any other right; and

16.1.3. unless it is expressed to be irrevocable, be revocable at any time in writing.

Any single or partial exercise of any right, power or remedy provided by law or under this Agreement shall not preclude any other or further exercise of it or the exercise of any other right, power or remedy.

16.2. If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:

16.2.1. the legality, validity, or enforceability in that jurisdiction of any other provision of this Agreement; or

16.2.2. the legality, validity, or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

16.3. All work performed by Whinstone under this Agreement shall be performed as an independent contractor and not as an agent of the Customer and neither Party shall be, nor represent itself to be, the employee, agent, representative, partner or joint venture of the other. Neither Party shall have the right or authority to assume or create an obligation on behalf of or in the name of the other or to otherwise act on behalf of the other. The performing Party shall be responsible for its employees' compliance with all applicable laws, rules, and regulations while performing work under this Agreement.

16.4. No modification, amendment or other change may be made to this Agreement or any part thereof unless reduced to writing and executed by authorized representatives of Whinstone and the Customer. Unless expressly so agreed, no modification or variation of this Agreement shall constitute or be construed as a general waiver of any provisions of this Agreement, nor shall it affect any rights, obligations or liabilities under this Agreement which have already accrued up to the date of such modification or waiver, and the rights and obligations of the Parties under this Agreement shall remain in full force and effect, except and only to the extent that they are so modified or varied.

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015849

17. ENTIRE AGREEMENT

17.1. This Agreement constitutes the entire understanding between the Parties concerning the subject matter of the Agreement and supersedes any previous agreement or understanding between the Parties in relation to the subject matter.

17.2. With effect from the date of this Agreement all Services shall be provided solely in accordance with the terms of this Agreement and all prior agreements and understandings between the Parties in relation to the same shall be deemed terminated from the date hereof. Save in respect of rights and liabilities arising prior to such date, all such prior agreements and understandings shall cease to be of effect from the date of signature of this Agreement. In no event shall the pre-printed terms and conditions found on any Customer purchase order, acknowledgement, or other form be considered an amendment or modification of this Agreement, even if such documents are signed by representatives of both Parties; such pre- printed terms and conditions shall be null and void and of no force and effect.

17.3. Each Party acknowledges and agrees that in entering into the Agreement or in amending any part of this Agreement, it has not relied on any statement, representation, warranty, understanding, undertaking, promise or assurance (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in the Agreement. Each Party irrevocably and unconditionally waives all claims, rights and remedies which but for this clause it might otherwise have had in relation to any of the foregoing.

17.4. Nothing in Clauses 17.1 to 17.3 (inclusive) shall limit or exclude any liability for fraud.

18. COUNTERPARTS

18.1. This Agreement shall be executed in two originals, each Party shall retain one original respectively This Agreement shall not be effective until each of the Parties has executed at least one counterpart.

18.2. Each counterpart shall constitute an original, but all the counterparts shall together constitute one and the same instrument.

19. THIRD PARTIES

It is agreed that this Agreement is not intended to and does not give to any other person who is not a party to this Agreement any rights to enforce directly any provisions contained in this Agreement except for any person to whom the benefit of this Agreement is assigned or transferred in accordance with Clause 9.

20. FURTHER ASSURANCE

Each Party shall, if requested by the other Party and at the other Party's cost, execute or cause to be executed all documents and do or cause to be done all further acts and things as may be necessary in order to vest in and secure to the other Party and its successors in title the full benefit of the assets, rights and benefits to be transferred or granted to the other Party under this Agreement and for the protection and enforcement of the same and otherwise to give effect to this Agreement and to the rights and obligations contained within this Agreement.

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c652860acc
RHOD-BK-00015850

The Agreement shall come into force from the seal or signature date by both Parties. This Agreement is made out in two original copies, one copy to be held by each Party in witness thereof.

CUSTOMER:

On behalf of Rhodium JV LLC,
By: Imperium Investments Holdings LLC
Its: Manager

x Cameron Blackmon

By: Cameron Blackmon

Its: Manager

Date: 06 / 30 / 2020

WHINSTONE:

On behalf of Whinstone US, Inc.

x Chad Everett Harris

Name: Chad Everett Harris

Title: Director

Date: 07 / 09 / 2020

Doc ID: 0576[illegible]cc

EXHIBIT 1

Doc ID: 0876fade9d624f42be864744ce0955a4d7e8da

New Hosting Service Agreement No. #R-5MW-016

THIS AGREEMENT (defined below) shall be effective upon the date of receipt of the electronic signature by Whinstone US, Inc.

BY AND BETWEEN

Whinstone US, Inc., a company having its registered office located at 2721 Charles Martin Hall Road, Rockdale, Texas 76567("**Whinstone**")

AND

Rhodium JV LLC of 7546 Pebble Drive, Fort Worth, Texas 76118, (the "**Customer**").

Whinstone and the Customer are referred to individually as "**Party**" and collectively as "**Parties**".

WHEREAS

(A) Whinstone wishes to provide electrical power at its site under the terms and conditions contained in this New Hosting Service Agreement entered into by and between the Parties as of the seal or signature date of both Parties with a Ready For Use ("**RFU**") Date to be set by the Customer no sooner than thirty (30) days from the date of the RFU Notice (as hereinafter defined); and

(B) The Customer desires to utilize Whinstone's services and intends operate 5 MW of Miners and immersible equipment on Whinstone's property in Rockdale, Texas.

NOW THEREFORE, the parties hereby agree as follows:

1. DEFINITIONS

1.1. In this Agreement the following words and expressions shall have the meanings set out below. Additional terms may be defined in the context of particular provisions of this Agreement:

"**Agreement**" means these terms and conditions, any orders placed under them, and any amendments or additions or replacements to any of the aforementioned;

"**AUP**" or "**Acceptable Usage Policy**" means Whinstone Acceptable Usage Policy from time to time which, at the date of this Agreement, is set out in a Schedule to this Agreement;

"**Advanced Remote Hands Service**" means repair and maintenance services that require taking Customer Equipment off rack as detailed in Clause 2.4 below;

"**Background IP**" shall have the meaning set out in Clause 6.5 below;

"**Basic Remote Hands Service**" means repair and maintenance services performed without taking Customer Equipment off rack as detailed in Clause 2.3 below;

"**Business Day**" means a day which is not a Saturday, Sunday or a public holiday in the United States;

"**Capital Expenditure**" shall have the meaning ascribed to that term in Clause 3.14.1 below.

"**Confidential Information**" means the terms of this Agreement and all information whether in written or any other form which has been or may be disclosed in the course of the discussions leading up to the entering into or performance of this Agreement and which is identified as confidential or is clearly by its nature confidential including information relating to this Agreement or the Services, data used or generated in the provision of the Services, or any of Customer's products, operations, processes, plans or intentions, know- how, trade secrets, market opportunities, customers and business affairs;

"**Customer Equipment**" means the Customer's Miners and other Customer equipment installed in the Licensed Area;

"**Data Center**" means the Whinstone leased site located at the former Alcoa Rockdale Energy Sandow Mine facility in Rockdale, Texas;

"**Data Center Rules**" means the rules applying to the Customer's use of the Data Center;

"**Data Protection Laws**" means the laws and regulations governing the use of personal data;

"**Defaulting Party**" shall have the meaning set out in Clause 13.2 below;

"**Developed IP**" shall have the meaning set out in Clause 6.5 below;

"**Extended Term**" shall have the meaning set out in Clause 13.1 below;

"**Force Majeure**" means any event beyond the reasonable control of either or both of the parties including but without limitation to war, civil war, armed conflict or acts of terrorism or a public enemy or other catastrophes, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule or regulation or direction coming into force after the date of this Agreement, epidemics, pressure waves caused by devices traveling at supersonic speeds, nuclear accident, and acts of God and strikes, slowdowns, lockouts or other labor stoppages excluding employee(s) of Whinstone affecting third parties which in each case causes either party to be unable to comply with all or a material part of its obligations under this Agreement;

"**Hosting Service**" means service providing electrical power and ventilation to the Customer Equipment as detailed in Clause 2.2 below;

"**Initial Term**" shall have the meaning set out in Clause 13.1 below;

"**Intellectual Property**" means all intellectual property, including patents, utility models, trade and service marks, trade names, domain names, rights in designs, copyrights, moral rights, topography rights, rights in databases, trade secrets and know-how, in all cases whether or not registered or registrable and including registrations and applications for registration of any of these and rights to apply for the same, rights to receive equitable remuneration in respect of any of these and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world;

"**IP Connection Service**" means the connection to the Customer Equipment permitting communication with the Internet as specified in the Service Details;

"**Licensed Area**" means the Building C where the Customer Equipment will be placed;

Doc ID: 0576fabd07d364f2cb98c7a9e3e9486c52860cc
RHOD-BK-00015854

"**Maintenance**" means any work carried out by Whinstone in order to upgrade, improve or maintain the Service including any modification, change, addition or replacement which does not detract from, reduce or impair the overall quality or performance of the Service;

"**Miners**" means cryptocurrency mining machines, which are part of the Customer Equipment, which connect using the IP Connection Service and send computation results to the Mining Pool.

"**Mining Pool**" is the pooling of resources by Miners, who share their processing power over a network, to split the reward equally, according to the amount of work they contributed to the probability of finding a block.

"**Services**" collectively means Hosting Service, Basic Remote Hands Service, and Advanced Remote Hands Service, with the Hosting Service and Basic Remote Hands Service provided as needed to the Customer;

"**Service Details**" means service details in the format provided by Whinstone pursuant to which the Customer may request Services;

"**Party**" means Whinstone and the Customer (as the case may be) and shall include their permitted assignees and "**Parties**" shall mean both of them;

"**Pass Through Rate**" shall have the meaning set out in Clause 3.11.2 below;

"**Personal Data**" shall have the meaning as defined under the Data Protection Laws;

"**PPM Agreement**" shall have the meaning set out in Clause 3.11.2 below;

"RFU Date" means the Ready For Use Date, which is the date Whinstone will fully provide the Customer the Services;

"RFU Notice" means the written notice provided by the Customer to Whinstone setting the Ready For Use Date. This RFU Notice shall be provided to Whinstone no less than thirty (30) days prior to the Ready For Use Date set forth in the RFU Notice.

"**Representatives**" means, in relation to any party, its officers, employees and agents;

"**Scheduled Maintenance**" means Maintenance that is: (i) carried out between the hours of 12:00 am to 6:00 am; and (ii) notified to the Customer at least five (5) Business Days in advance;

"**Specified Power Draw**" shall have the meaning set out in Clause 3.13 below;

"**Whinstone Equipment**" means any equipment which is supplied by or on behalf of Whinstone to the Customer for the purpose of providing the Services and includes any equipment specified in Service Details; and

1.2. In the event of any conflict between any of the documents referred to in this Clause 1.2, they shall be given the following order of priority:

1.2.1. the terms of the relevant Service Details;

1.2.2. the terms set out in this Agreement; and

1.2.3. the terms set out in the AUP.

Doc ID: 0576fabd07d364f2b98c749e3e9486c52860acc
RHOD-BK-00015855

1.3. In the Agreement:

1.3.1. references to Clauses, paragraphs and subparagraphs are references to clauses, paragraphs, subparagraphs of or to this Agreement;

1.3.2. the headings contained in this Agreement are for convenience only and shall not influence the interpretation of this Agreement;

1.3.3. any reference to a statute, statutory provision, subordinate legislation, code or guideline ("legislation") is a reference to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation.

1.4. Whinstone and the Customer each represents and warrants to each other that it has the power to enter into, exercise its rights under and perform and comply with its obligations under this Agreement and all actions, conditions and things required to be taken, fulfilled and done by it to so enter into, exercise its rights under and perform and comply with its obligations under this Agreement and ensure that those obligations are valid, legally binding and enforceable have been taken, fulfilled and done.

2. SERVICE DESCRIPTION

2.1. Data Center Facilities

2.1.1. Whinstone will provide an installation environment for the Customer Equipment including, but not limited to, the Licensed Area in two buildings, rack systems, electricity supply (including PDU), transforming equipment, free air cooling (including evaporative cooling and single phase liquid cooling), smoke detection, IP Connection Service and physical security. Physical security includes 24-hour patrol, camera security, and a fence around the Licensed Area.

2.1.2. Whinstone shall grant the Customer, free of charge, escorted access to the property in Rockdale, TX for equipment inspections, installation, removal, additions, subtractions or physical maintenance by prior appointment.

2.1.3. With written prior consent of the Customer, Whinstone may relocate the Customer Equipment within the Data Center or to another facility operated by Whinstone provided that there are no changes to the terms of this Agreement. Any such relocation of the Customer Equipment will be carried out by Whinstone. Any costs incurred in relation to such relocation will be borne by Whinstone. The Customer shall reserve the right to inspect the new facility beforehand.

2.1.4. When the Customer visits the property in Rockdale, TX or accesses the Data Center network remotely the Customer shall at all times comply with the Data Center Rules that have been provided to the Customer in advance; provided, however, that the Customer shall only be obligated to comply with such Data Center Rules to the extent that they are reasonable. Whinstone shall provide the Customer a copy of the Data Center Rules and shall send a new copy if there are any changes made therein.

2.1.5. Whinstone represents and warrants that building or other permits, city inspection, or certification is not required with regard to providing services under this Agreement.

2.1.6. Whinstone represents and warrants that the Data Center has been certified by the Texas Comptroller of Public Accounts as, and is presently publicly registered with the Texas Comptroller as a "Qualifying Data Center" within the meaning of the Texas Tax Code Section 151.359 and the rules promulgated thereunder, and, as such, is entitled to claim an exemption from the Texas state sales tax for qualifying purchases. Whinstone

Doc ID: 0576fabd07d364f2cb98c7a9e3e9486c652860cc
RHOD-BK-00015856

covenants and agrees that the Data Center shall remain certified by and publicly registered with the Texas Comptroller as a "Qualifying Data Center" during and throughout the Initial Term.

2.2. Overview of Hosting Service

Whinstone shall be responsible for the following:

2.2.1. License of the Licensed Area.

2.2.2. Provision of the cabling for a connection to the IP Connection Service by way of a CAT 5e Ethernet cable.

2.2.3. Escorted access by the Customer's employees to the Customer Equipment at any time from 10 am to 5 pm Monday through Friday.

2.2.4. Monitored alarm and security call out service.

2.2.5. Physical Security: The facility will be surrounded by fencing and monitored by security cameras. Whinstone shall implement access control policies to ensure non-authorized persons are not able to enter the facility. Armed personnel will be onsite at all times.

2.2.6. IT Security: Whinstone will install a firewall and implement an IT security policy to prevent unauthorized access physically or remotely, viruses and ransomware. However, the Customer shall have the right to install its own firewall and implement its own security policies in the place of or in addition to Whinstone as mutually agreed to by both parties.

2.2.7. Fire detection and alarm system.

2.2.8. Equipment parts storage and inventory management.

2.2.9. After the RFU Date, acceptance of delivery of the Customer Equipment between 10:00 am to 4:00 pm on Business Days, subject to two (2) Business Days' notice to Whinstone, to be stored prior to installation.

2.2.10. Whinstone will be solely responsible for handling any complaints from third parties with respect to the noise from the Customer Equipment and shall hold the Customer harmless from any responsibility or costs arising out of or in relation to such complaints.

2.2.11. Whinstone will install all Customer Equipment on the data center racks, provide power and internet connection within thirty days of RFU Date. Installation includes unpacking, assembly and installation, LAN cable and power connection, initial setting, and garbage disposal.

2.2.12. Whinstone will provide stable power supply to the Customer's equipment at 240V. The equipment's power consumption may be adjusted by following instructions from the manufacturer. Whinstone will comply with any request from the Customer to adjust the power consumption if the total power consumption of all Customer equipment does not exceed the Specified Power Draw, or fall below eighty percent (80%) of the Specified Power Draw, unless both Parties mutually agree to do so.

2.2.13. Whinstone will follow the Service Level Agreement in Clause 4 and make its best efforts to ensure:

i. Average air intake temperature into the Customer's Miners is not greater than 30 degrees Celsius by maintaining sufficient airflow, preventing mixing of cool and

Doc ID: 0576fabb97d3641b2b98c749e3e9486c652860cc
RHOD-BK-00015857

hot exhaust air from the equipment in the data center, and using evaporative cooling;

ii. Filters are used in the air intake system of the data center facility, and the air inside the data center is free of dust, insects, corrosion, precipitation and condensation.

iii. Intake and exhaust fans are free of obstruction or debris.

2.2.14. Whinstone will label all the Customer Equipment, cables, replacement parts to track inventory, replacement parts, and to make Basic Remote Hand Service the most efficient.

i. Whinstone will reference Miners with a unique identifiable identification number when giving reports to the Customer;

ii. For equipment other than Miners which may not have a unique ID number, Whinstone will properly label and store the equipment separate from other customers in the data center.

2.2.15. Whinstone will provide monthly reports to the Customer. These reports shall contain a summary of monthly power draw as measured from power consumption meters and include appropriate billing owed to Whinstone by the Customer.

2.2.16. Whinstone will provide Basic Remote Hands Service at no extra charge as outlined in Clause 2.3.1 and will offer Advanced Remote Hands Service for additional cost as outlined in Clause 2.4.1.

2.2.17. Customers may inspect the site before shipping its equipment and supplies to bring the Customer's Miners online. Upon completion of the inspection, the Customer may reduce the Specified Power Draw cited in Clause 3.12.1 if the site does not meet Customer's expectations and reduce the Advanced Remote Hands Service fee by the same proportionate amount as the reduction of Specified Power Draw.

2.3. Basic Remote Hands Service

2.3.1. Basic Remote Hands Service is available twenty-four (24) hours a day, seven (7) days a week. Where requested by the Customer, Whinstone staff shall be available to perform the following tasks only on the instructions of the Customer in respect of the Customer Equipment:

i. Remote monitoring of equipment performance and status;

ii. Remote fault diagnosis;

iii. Pushing a button;

iv. Switching a toggle;

v. Power cycling (turning on/off) the Customer Equipment;

vi. Re-setting, rebooting the Customer Equipment;

vii. Securing cabling to connections

viii. Observing, describing and/or reporting to the Customer indicator lights or display information on machines or consoles;

ix. Cable organization;

Doc ID: 0576bfab07d364f2cb98c7a9e3e9486c52860acc
RHOD-BK-00015858

x. Modifying basic cable layout, labelling and/or re-labelling of the Customer Equipment;

xi. Cable patching;

xii. Checking alarms for faults; and/or

xiii. Inserting/removing discs or equivalent storage devices into/ from the Customer Equipment.

2.4. Advance Remote Hands Service

2.4.1. The following Advanced Remote Hands Services are not included in the Basic Remote Hands Service but may be provided by Whinstone to the Customer on a best effort basis. Unless explicitly expressed in Clause 2.3.1, in cases of ambiguity between Advanced Remote Hands Services and Basic Remote Hands Services, Advanced Remote Hands Services shall come into effect if the Customer Equipment must be taken off the rack:

i. Installing applications or software to the Customer Equipment;

ii. Uploading of data to the Customer Equipment;

iii. Configuring the Customer Equipment operating system;

iv. Configuring any software or applications on the Customer Equipment;

v. Customer Equipment component fault diagnosis;

vi. Software component fault diagnosis;

vii. Rectifying problems caused by the Customer Equipment or software;

viii. Rectifying problems caused by the Customer; or

ix. Any service whatsoever requiring the opening of the outer casing of any of the Customer Equipment.

2.4.2. Communication for Advance Remote Hands Service shall be done via email or Whinstone's ticketing system. Whinstone will follow the Service Level Agreement as well as the work schedule specified in Clause 4.

2.4.3. Advanced Remote Hands Service shall be provided by Whinstone to the Customer for a fixed monthly fee as detailed in Clause 3.12, separately from Hosting Fees which includes only the Basic Remote Hands Service.

3. CHARGES AND PAYMENTS

3.1. In consideration of the provision of the Services, the Customer shall pay charges in accordance with this Clause 3.

3.2. Whinstone shall issue a monthly invoice to the Customer no later than the tenth day of the following month containing all charges and fees for providing the Services under this contract, including the Hosting Fees prepayment under 3.11.2. The Customer shall pay the undisputed amounts of such invoice no later than the last day of the month in which the Customer receives it.

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015859

3.3. If the Customer requests Whinstone to provide any services other than contemplated in this Agreement, Whinstone shall be entitled to invoice the Customer for any and all changes to such services pursuant to the agreement between the parties.

3.4. If either Party fails to pay any amount owed under this Agreement by the dates set forth herein:

3.4.1. The Party to receive payment shall be entitled but not obliged to charge the Customer interest at a rate of 5% per year on the overdue amount commencing 14 business days after the due date up to the date of actual payment.

3.4.2. Actual power consumption is measured at the end of each month, and a credit or debit is applied toward the next hosting fee prepayment invoice. If the credit or debit is not paid or applied on that invoice, the Party to receive payment shall be entitled but not obliged to charge the other Party interest 5% per year on the overdue amount commencing 14 business days after the due date of the invoice to the date of actual payment.

3.5. All charges and payments referred to in this Agreement are inclusive of sales tax (if applicable) and all similar taxes and duties payable in respect of such payments. To the extent that additional tax is properly chargeable to the Customer, the Customer shall pay at the time that the payment becomes due.

3.6. All amounts due under this Agreement shall be paid in accordance with all work performed and services provided. In the event that the Parties change the scope of the services, Whinstone and the Customer will agree on all billing changes and handle each credit or debit once there is a mutual agreed amount.

3.7. In the event of any failure by either Party to make full payment to the other Party of any and all amounts due pursuant to this Agreement, the Party owing payment shall be responsible for all costs and expenses which the other Party reasonably incurs in collecting such amounts.

3.8. The Parties may combine charges and invoices and offset any amounts owed to the other Party.

3.9. This Clause intentionally left blank.

3.10. Installation Fees

3.10.1. This Clause intentionally left blank.

3.10.2. Installation is considered complete when the Miner is seen remotely connecting to the Mining Pool and sending computation. In cases of faulty equipment, installation will be considered complete when Whinstone diagnoses the fault, sends a report to the Customer, and completes installation of alternative equipment.

3.10.3. This Clause intentionally left blank.

3.11. Hosting Fees

3.11.1. The Hosting Fees cover all services and items specified in this Agreement except for Advanced Remote Hands Service in Clause 3.12 and is calculated based on the power consumption of the Customer Equipment and shall not include Whinstone's own equipment (PUE) or the equipment of Whinstone's other customers.

3.11.2. The Hosting Fee rate is the lesser of either (i) $0.01705 USD or (ii) the "Pass Through Rate" as hereinafter defined. As used herein, the "**Pass Through Rate**" is defined as the lesser of either (i) the "Net Effective Rate" as that rate is defined and calculated in the

Doc ID: 0576bfab07d364f2b98c7a9e3e9486c652860cc
RHOD-BK-00015860

Pro Forma Pricing Model attached as Attachment C to that certain Power Services Agreement entered into by and between Whinstone and Priority Power Management LLC on April 3, 2020 (the "**PPM Agreement**") or (ii) the exact price at which Whinstone is billed monthly for electricity provided to Customer per kilowatt-hour. The Hosting Fee rate shall remain unchanged for 3 (three) consecutive years under any Extended Term under Clause 13.1. Whinstone will install power consumption meters at the transformers.

3.11.3. Whinstone, to the best of its knowledge, confirms that the "Pass Through Rate" is presently $14.74 per Megawatt Hour as shown in the Pro Forma Pricing Model attached as Attachment C to the PPM Agreement, a materially accurate copy of which is attached hereto as Exhibit "1". Customer understands that this rate is variable.

3.11.4. Hosting Fee rate = $17.05 per Megawatt Hour or lower depending on the "Pass Through Rate" for 3 years, with the option to renew for the remainder of the Initial Term at the same pre-agreed upon terms seen in 3.11.2, in one year increments. Whinstone will invoice a 5,000 kW upon deployment of the Customer Equipment. Whinstone will require the payment to be made fifteen days prior to powering the Licensed Area.

3.12. Advanced Remote Hands Service Fee

3.12.1. Whinstone will invoice the Customer a fixed monthly fee of $1,667.00 (USD) for the Advanced Remote Hands Services based on a scale of 1317 Miners, or 5mW equivalent. Whinstone will invoice Advanced Remote Hands Services together with the Hosting Fees and the applicable period for services rendered shall be the same month as the Hosting Fees unless otherwise specified. Notwithstanding the prior sentence, until all Specified Power Draw is provided, and all the Miners have been installed, Whinstone will invoice the Customer for Advanced Remote Hands Services based on the average number of installed Miners during the prior month. This fixed monthly fee will be credited towards Customer's power bill in the result that there is greater than or equal to eighty percent (80%) of the Specified Power Draw at the rate specified in Clause 3.11.1

3.12.2. Whinstone will adhere to all sections of the Service Level Agreement in Clause 4 as well as those specifically detailed for the Advanced Remote Hands Service.

3.12.3. In the likely result that the Advanced Remote Hands Service Fee is not necessary for Customer because they are monitoring their own systems with on-site staff, Customer will elect, in writing, that this service is no longer needed. Upon election and acceptance from Whinstone, this fixed monthly fee will be waived indefinitely.

3.13. Specified Power Draw

3.13.1. Whinstone will provide the Customer with at least 5,000 kW (5) MW of power available for the Services by the RFU Date. As a minimum commitment, regardless of power consumption, the Customer shall pay for Hosting Fees for greater than or equal to eighty percent (80%) of the Specified Power Draw at the rate specified in Clause 3.11.1.

3.13.2. Customer and Whinstone agree, to the best of their ability, to be fair in negotiations and working to a mutually beneficial decision in the result of unforeseen circumstances.

For Purpose of Example and Reference, a cost of power calculation has been provided below based on $17.05/mWh ($0.01705/kWh), the "Hosting Fee rate"

30-day month: 5,000 kW * Hosting Fee * 24 hours * 30days = $61,380.00
31-day month: 5,000kW * Hosting Fee * 24 hours * 31days = $63,426.00

3.13.3. If Whinstone determines that the over-usage of power cannot be reasonably permitted, Whinstone reserves the right to require the Customer to remove or deactivate sufficient

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015861

Customer Equipment to prevent such over-usage within 24 hours of notification, which will describe in detail the reasons for the removal or deactivation. Whinstone shall consult with the Customer in good faith before determining to remove or deactivate.

3.14. The Customer will pay to Whinstone the "Capital Expenditure" (as defined in the following sentence) not to exceed $800,000. The Capital Expenditure shall be paid in full to Whinstone no later than five (5) business days after the RFU Notice is provided. The "**Capital Expenditure**" is defined as the lesser of either (i) the actual costs of construction and buildout of the infrastructure, building and power requirements of the Licensed Area or (ii) Eight Hundred Thousand U.S. Dollars ($800,000.00 USD). No later than thirty (30) days after the the RFU date, Whinstone shall provide to Customer a full accounting of the actual costs of construction and buildout of the infrastructure, building and power requirements of the Licensed Area along with accurate receipts, bookkeeping, and proof of purchase for all invoices exceeding $5,000 per line item.

3.15. This Clause intentionally left blank.

3.16. Whinstone agrees that all costs of construction and buildout of the infrastructure, building and power requirements of the Licensed Area greater than $800,000 will be at the sole cost and expense of Whinstone. Whinstone agrees that, in the result of which this $800,000 is more than necessary for the Capital Expenditure, Whinstone will refund the remaining funds to Customer.

3.17. Whinstone represents and warrants that the Capital Expenditure and Hosting Fees shall be exempt from Texas state sales tax because the expenditures for which the Capital Expenditure and Hosting Fees will be allocated are qualifying purchases for a "qualifying data center" within the meaning of Texas Tax Code Section 151.359 and the rules promulgated thereunder. In the event that, at any time during the Initial Term, any Texas state sales tax should be assessed on any portion of the Capital Expenditure or any portion of the Hosting Fees, Whinstone shall pay such Texas state sales tax solely from its own funds and shall indemnify and hold harmless the Customer from any and all liability, charges, costs, assessments, fees, fines, penalties and interest arising out of such assessment.

3.18. Whinstone agrees that the Capital Expenditure allows Customer complete use of the Licensed Area for a continuous, uninterrupted period of ten (10) years, unless otherwise mutually agreed upon by both Parties in writing at a later date.

4. OPERATIONS AND SERVICE LEVEL AGREEMENT ("SLA")

4.1. Whinstone reserves the right to vary the technical specifications of the Services where necessary for operational reasons and without detracting from, reducing or impairing the overall quality or performance of the Services, after giving reasonable written notice to the Customer (except in the case of an emergency where notice is not possible; provided, however, that in such case, Whinstone shall provide notice to the Customer then as soon as reasonably possible).

4.2. Without prejudice to Clause 4.1, Whinstone reserves the right to, after providing the Customer with reasonable advance written notice (provided, however, that in the event of an emergency, as soon as reasonably possible) at any time to make any change, addition to or replacement of any part of the Services where this is required to conform with any applicable safety, statutory or legal requirement, provided that this does not detract from, reduce or impair the overall quality or performance of the Services.

4.3. The Customer may report any claims including failures of performance of the Services by Whinstone to the Whinstone support center at any time. Whinstone shall take all actions necessary to remedy such failures as soon as possible.

Doc ID: 0576bfab07d364f2cb98c7a9e3e9486c52860acc
RHOD-BK-00015862

4.4. Interface or access to inventory, monitoring and Hashtrend software is provided to the Customer at no additional charge.

4.5. Uptime Guarantee

4.5.1. Whinstone guarantees an uptime percentage (percentage of time to maintain uninterrupted performance of the total Customer Equipment) of 96.35% and no more than 6 days of planned downtime due to loss of power, construction, or network outage.

4.5.2. Whinstone will not charge Customer for any power cost during the period of which there is interrupted performance of the total Customer Equipment.

4.5.3. Whinstone will give at least twenty-four (24) hours advance notice to the Customer via email before any datacenter downtime, or any downtime affecting more than one hundred (100) machines at one time.

4.5.4. If any unplanned event causes more than 10% of equipment to go offline, Whinstone will acknowledge the alert within 1 hour and report immediately to the Customer. Whinstone will attempt to begin remedy of the issue within 1 hour of alert acknowledgement and shall provide a full incident report within 5 business days of alert acknowledgement to the Customer.

4.6. Performance Guarantee

4.6.1. Whinstone will perform maintenance and repairs to ensure the total daily average hashrate of all machines does not fall by more than 5% below the Customer Equipment manufacturer's specified range.

4.6.2. If total hourly average hashrate of all Customer Equipment falls more than 10% compared to the previous hour, Whinstone will respond to the incident within 1 hour and provide a full incident report within 5 business days of the incident to the Customer.

4.6.3. Whinstone will make the best effort to employ a monitoring system to monitor uptime, performance and other machine metrics.

4.6.4. Whinstone shall maintain average hashrate overall for Customer Equipment within the tolerance range of the equipment manufacturer's specifications.

4.6.5. Whinstone shall acknowledge alerts from its monitoring system within 30 minutes and respond within 1 hour. If the problem cannot be corrected, the Customer Equipment affected will be place in a maintenance queue and reported to the Customer by the next business day.

4.6.6. Whinstone will reply to notices from the Customer on the same business day.

4.6.7. Whinstone shall maintain an intake temperature suitable for proper operation of the machines. If any machines do overheat, Whinstone shall turn them off as soon as possible and report the issue to the Customer.

4.7. Advanced Remote Hands Service

4.7.1. Whinstone will provide Advanced Remote Hands Service from 9 am to 9 pm, seven days a week. This service includes repairs, unracking/racking units, and replacement of parts such as hashboards, fans, controller boards.

Doc ID: 0576fabd07d364f2cb98c7a9e3e9486c52860acc
RHOD-BK-00015863

4.7.2. If the hourly hashrate performance of a single Miner drops more than 10%, Whinstone will respond within 30 minutes, and attempt to repair or replace faulty parts and components within 1 hour. If the issue cannot be resolved within 1 hour, Whinstone will place the equipment into a maintenance repair queue.

4.7.3. Whinstone shall reduce the maintenance repair queue at all times it is not responding to any incidents.

4.8. Whinstone will sell electricity in lieu of providing electricity to the Customer if the Ercot Market profitability exceeds the 250% of the contract price. The profit will be distributed 100% to the Customer.

5. WHITELABELING OF SERVICES

The Customer may white label the Services and arrangements under this Agreement on a back-to-back basis to specifically named third parties upon thirty-day notification to Whinstone, and Whinstone shall accept such execution of this right provided there are no changes to the terms of this Agreement. Any requested changes to warranties, representations, obligations, or service levels to be provided by Whinstone shall be negotiated in good faith by the Parties. Unless prior arrangement is made, the Customer shall be responsible for billing and collection associated with any white label offering.

6. OWNERSHIP AND INTELLECTUAL PROPERTY

6.1. The Parties acknowledge and agree that the Customer Equipment is the sole property of the Customer. In no event shall Whinstone claim ownership of any of the equipment.

6.2. The Parties acknowledge and agree that any outcomes or productivities, including but not limited to, block chains, hash and digital currencies, generated from the operation of the equipment are the sole property of the Customer. In no event shall Whinstone claim the ownership of any of such outcomes or productivities.

6.3. Whinstone shall not sell or create any mortgage, lien, or any kind of encumbrance on the Customer Equipment, the Intellectual Property, or any outcomes or productivities owned by the Customer.

6.4. The Customer will have a non-transferable license to use any IP address allocated by Whinstone to the Customer for the duration of this Agreement. If this Agreement is terminated for any reason, the Customer's license to use the IP address shall automatically terminate.

6.5. Customer owns any Developed IP. "**Developed IP**" means any intellectual property other than Background IP created or discovered by the Parties in connection with this Agreement, including without limitation any reports Whinstone provides to Customer. "**Background IP**" means all intellectual property owned or licensed by a Party before starting services under this Agreement or independent of services under this Agreement. The Developed IP is a work made for hire for the Customer to the extent permitted by applicable law, and Customer retains all intellectual property rights in the Developed IP. To the extent that Whinstone or its personnel own any rights in the Developed IP, Whinstone assigns, or will procure the assignment of, all rights, title, and interest in the Developed IP to Customer. If applicable law prevents future assignments, Whinstone will assign, or will procure the assignment of, such rights as these are created. If applicable law prevents Whinstone from transferring ownership of any

Doc ID: 0576bfab07d364f2b98c7a9e3e9486c52860acc
0576fabe07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015864

Developed IP to Customer, Whinstone grants Customer a perpetual, irrevocable, exclusive, royalty-free, fully-paid, transferable, worldwide license, with the right to sublicense, to: (1) reproduce, prepare derivative works of, distribute, publicly perform, publicly display, and otherwise use such Developed IP; and (2) make, use, sell, offer for sale, import, export any component of, and otherwise dispose of such Developed IP. This agreement does not transfer any rights associated with Background IP, which will remain vested with their owners.

6.6 Whinstone will defend Customer and its affiliates, and indemnify them against liabilities in any third-party legal proceeding to the extent arising from an unaffiliated third party's allegation that Customer or its affiliate's use of the Services or any deliverable under this Agreement from Whinstone infringes or misappropriates the third party's Intellectual Property Rights.

7. CONFIDENTIALITY

7.1. The parties agree that Confidential Information:

7.1.1. shall be used solely for the purpose for which it was furnished in connection with performance of this Agreement;

7.1.2. shall be maintained in strict confidence and shall not be disclosed to third parties, provided, however, that Whinstone and the Customer may disclose Confidential Information to their respective affiliates and sub-contractors and their respective employees who need to have access to such Confidential Information for the purposes of providing the Services on the condition that Whinstone and the Customer shall procure compliance by such sub-contractors or affiliates and their respective employees with the terms of this Clause 7; provided, however, that Whinstone and the Customer shall be responsible for any breach of the obligations set forth in this Clause 7 by such sub-contractors or affiliates and their respective employees; and

7.1.3. upon termination of this Agreement shall be returned to the disclosing Party, together with all copies, or (at the disclosing Party's option) destroyed.

7.2. Any disclosure of Confidential Information permitted under Clause 7.1.2 shall be in confidence, and only be to the extent that any persons to whom the information is disclosed need to know the same for the performance of their duties and the receiving Party shall be obliged to procure that all such persons are aware of the obligation of confidentiality and undertake to comply with it.

7.3. The obligations of confidentiality and restricted use set out in Clauses 7.1 and 7.2 are not applicable to Confidential Information that:

7.3.1. was previously or becomes known to the receiving Party, free from any obligation to keep the same confidential (provided that Confidential Information disclosed in contemplation of the provision of the Services shall still remain subject to such obligations);

7.3.2. is or becomes generally available to the public, other than as a direct or indirect result of unauthorized disclosure by the receiving Party, its affiliates or a person engaged by the receiving Party or its affiliates contrary to their respective obligations of confidentiality;

7.3.3. is shown to have been independently developed by the receiving Party, its officers, employees, agents or contractors;

7.3.4. the Parties agree in writing that it need not be kept confidential; or

Doc ID: 0576bfab07d364f2cb98c7a9e3e9486c52860cc
RHOD-BK-00015865

7.3.5. is required to be disclosed by law or by regulation or by the order of any governmental authority or court provided that, to the extent permitted by law, prior to any disclosure, the receiving Party notifies the disclosing Party of the information to be disclosed and the circumstances in which the disclosure is alleged to be required as early as reasonably possible before such disclosure must be made and, at the disclosing Party's request and cost, assists the disclosing Party in avoiding or limiting any such disclosure.

7.4. Without prejudice to any other rights and remedies that the disclosing Party may have, the receiving Party agrees that if Confidential Information is used or disclosed or threatened to be used or disclosed other than in accordance with the terms of this Agreement, the disclosing Party shall, without proof of special damage, be entitled to seek an injunction, specific performance or other equitable relief for any actual or threatened breach of this Clause 7.

7.5. Notwithstanding Clause 7.1, Whinstone will request in writing to the Customer and request the Customer to participate in its advertising and/or promotional literature and other materials. The Customer has the right to opt out of any and all advertising request.

7.6. In order for Whinstone to provide the Services, the Customer will need to supply certain information or data. Where such information or data constitutes Personal Data, Whinstone will comply with the Data Protection Laws. The Parties shall duly observe and comply with all their obligations under the Data Protection Laws in relation to any Personal Data processed in connection with this Agreement and shall render such assistance and cooperation as is reasonably necessary or reasonably requested by the other Party in respect thereto.

7.7. It shall be the Customer’s responsibility to keep any Personal Data provided to Whinstone up to date and the Customer warrants and undertakes to Whinstone that all of its Personal Data and contact details are accurate and complete.

7.8. Whinstone may pass the Customer’s Personal Data to Whinstone affiliates and to any third-party suppliers Whinstone may use to provide services that involve processing data on Whinstone’s behalf for the purpose of providing the Services and as contemplated by the terms of this Agreement; provided, however, that Whinstone shall be responsible for any breach of the obligations set forth in this Clause 7 by such affiliates and third party suppliers.

8. LIABILITY, REPRESENTATIONS, WARRANTIES, AND INDEMNIFICATIONS

8.1. Both Parties represent and warrant that they have the right and capacity to enter into this Agreement and fully perform their respective obligations hereunder;

8.2. Whinstone shall perform the Services as described herein and shall provide the Services in a professional manner consistent with industry standards.

8.3. Whinstone hereby agrees to indemnify and hold harmless the Customer and any of its managers, owners, successors, licensees and assignees, from any and all losses, costs, liabilities, damages and expenses, including but not limited to, reasonable attorney fees resulting from any breach of any obligations, representation, warranty and/or covenant under this Agreement. Notwithstanding any provisions herein, Whinstone agrees to indemnify the Customer for any losses directly or indirectly caused by negligence or intentional or willful misconduct of Whinstone in its performance of obligations under this Agreement, including but not limited to, faulty operations, bad design, or misuse of the facilities in the datacenter.

Doc ID: 0576bfab07d364f2cb98c7a9e3e9486c52860acc
RHOD-BK-00015866

8.4. If electrical supply is suspended for five (5) or more consecutive days, or more than seven (7) days in any twelve (12) month period due to any cause other than due to Force Majeure event, the Customer is entitled to suspend or terminate this Agreement by giving a written notice to Whinstone. Written notice will be signed and emailed to Whinstone, and a physical copy will be sent to Whinstone's registered address. The timestamp of the email will be considered the date of the receipt of such notice. If the Customer terminates this Agreement for the aforementioned reason, Whinstone shall pay for the costs to decommission, clean, package onto pallets and for the shipping cost to transport all Customer's Customer Equipment to a new location.

8.5. Neither Party excludes or limits its liability to the other Party for:

8.5.1. death or personal injury caused by its negligence;

8.5.2. fraud or fraudulent misrepresentation.

8.6. Subject to Clauses 6, 8.5, 8.7, and claims for outstanding payment, the aggregate liability of each Party to the other in contract, tort (including negligence), for breach of a statutory duty or otherwise arising under or in connection with this Agreement or its subject matter shall be limited to a sum equal to the greater of: (i) the aggregate charges payable by the Customer to Whinstone in the twelve-month period immediately prior to the date on which the cause of action first arose or, if the Agreement had been in force for less than twelve months at that date, the annualized amount of the charges payable by that date; and (ii) USD $250,000.

8.7. Subject to Clause 8.5 but notwithstanding anything else in this Agreement, the aggregate liability of:

8.7.1. the Customer to Whinstone for damage to property, in contract, (including negligence) or otherwise arising under or in connection with this Agreement shall be limited to a sum equal to the aggregate charges payable by the Customer to Whinstone in the twelve-month period immediately prior to the date on which the cause of action first arose or, if the Agreement has been in force for less than twelve months on such date, the annualized amount of the charges payable by that date; and

8.7.2. Whinstone to the Customer for damage to property, in contract, tort (including negligence) or otherwise arising under or in connection with this Agreement shall be limited to a sum equal to the aggregate charges payable by the Customer to Whinstone in the twelve-month period immediately prior to the date on which the cause of action first arose or, if the Agreement has been in force for less than twelve months on such date, the annualized amount of the charges payable by that date.

8.8. In no event will Whinstone have any liability for non-provision or delay in the provision of the Services which:

8.8.1. can be reasonably attributed to the acts or omissions of the Customer, its affiliates, employees, workers, sub-contractors, agents or customers including but not limited to failure to provide complete, accurate information in a timely manner for Whinstone;

8.8.2. arises from or as a consequence of use of the Services other than in accordance with the express terms of this Agreement; and/or

Doc ID: 0576bfab07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015867

8.8.3. occurs during any period of suspension in accordance with Clause 12, provided, however, that this Clause 8.8 shall not apply in the case of willful misconduct or negligence by Whinstone, its affiliates, employees, workers, sub-contractors or agents.

8.9. The Customer acknowledges that Whinstone would not enter into this Agreement at the prices herein without the foregoing limitations of liability. Each Party acknowledges that the allocation of risk in this Agreement (including the exclusions and limitations set out in this Clause 8) has been freely negotiated at arm's length and is regarded by it as reasonable. The Customer acknowledges that it has had an opportunity to consider adequate insurance cover and to obtain professional advice in relation to this Clause 8.

8.10. Whinstone shall not be liable for any claim arising under this Agreement unless the Customer gives Whinstone written notice of the claim within twelve months of becoming aware of the circumstances giving rise to the claim.

8.11. Whinstone shall maintain minimum general business liability insurance in the amount of ten million US Dollars per occurrence or replacement value of the Customer's Customer Equipment, whichever is lower. This coverage will not include business income interruption coverage. The Customer is responsible for insuring their equipment and business income interruption insurance.

8.12. Whinstone represents to the Customer that it has secured rights to at least 100 acres of leased land for two years for the Data Center and secured for commercial access up to one (1) gigawatt of aggregated electricity that can be delivered to the Data Center, of which a portion of that may be incrementally offered to the Customer under an Extended Term.

9. ASSIGNMENT

9.1. This Agreement and all rights and obligations hereunder, in whole or in part, may be assigned or transferred by the Customer without the prior written consent of Whinstone. The Customer shall provide prompt written notice to Whinstone of any such assignment or transfer. Following such assignment or transfer, but provided that the Customer has provided written notice thereof to Whinstone, (i) the assignee or transferee shall assume and be liable to Whinstone for the full and faithful performance of all of the Customer's obligations under this Agreement and be considered the "Customer" for all purposes under this Agreement and (ii) Rhodium JV LLC shall have no further liability to Whinstone..

9.2. Whinstone may, upon receipt of the Customer's prior written consent, assign, sub-license or deal in any other manner with this Agreement or any rights under the Agreement, or sub-contract any or all of any or all of obligations under this Agreement to one or more of its affiliates or to any third party upon a sale of all or substantially all of its assets and will provide notice to the Customer of any such assignment, provided, however, that the Customer is provided with the Services under the same terms and conditions as those of this Agreement until the expiration of the Initial Term or the relevant Extended Term, as the case may be, of this Agreement.

10. FORCE MAJEURE

10.1. Neither Party shall in any circumstances be liable to the other for any loss of any kind whatsoever including any damages whether directly or indirectly caused or incurred by the

Doc ID: 0576bfab07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015868

other Party by reason of any failure or delay in the performance of its obligations hereunder which is due to Force Majeure.

10.2. If either of the Parties becomes aware of circumstances of Force Majeure which give rise to or which are likely to prevent the performance of any obligations on its part, it shall as soon as reasonably possible and in any event within five (5) Business Days after commencement of the Force Majeure serve notice in writing on the other Party specifying the nature and extent of the circumstances giving rise to Force Majeure.

10.3. If either Party is prevented from performance of substantially all of its obligations by Force Majeure for more than two (2) months in total, the other Party may terminate this Agreement by giving notice in writing to the other Party at any time, in which case neither Party shall have any liability to the other except that rights and liabilities which accrued prior to such termination shall continue to subsist.

11. NOTICES

11.1. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt, or (a) personal delivery to the Party to be notified, (b) when sent, if sent by electronic mail or facsimile during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the respective Parties at their address as set forth below, or to such e-mail address, as subsequently modified by written notice given in accordance with this Clause 11 herein:

11.2. The addresses of the parties for the purposes of Clause 11.1 are:

11.2.1. Whinstone US, Inc.

2721 Charles Martin Hall Road
Rockdale, Texas 76567
Marked for the attention of: Lyle Theriot
Email: Lyle.Theriot@whinstone.us
Attention: Lyle Theriot

11.2.2. Rhodium JV LLC.

7546 Pebble Drive
Fort Worth, Texas 76118
Marked for the attention of: Cameron Blackmon
Email: cameronblackmon@imperiumpartners.io
Attention: Cameron Blackmon

11.3. In proving service, it shall be sufficient to prove that the envelope containing such notice was addressed to the address of the relevant party set out in Clause 11.2 (or as otherwise notified by that party under this Clause) and delivered to that address.

12. SUSPENSION OF SERVICE

12.1. Whinstone reserves the right to suspend the Services for the following reasons:

12.1.1. to carry out Maintenance with the prior written consent of the Customer;

Doc ID: 0876fa8e96d27d42be8c744ce8058a4d38bda

12.1.2. to make any modification, change, addition to, or replacement of, the Whinstone Equipment or any part of the IP Connection Service or the Services where this is required to conform with any applicable safety, statutory or legal requirements, provided that such modification, change, addition or replacement does not detract from, reduce or impair the overall quality or performance of the Services with prior written consent of the Customer;

12.1.3. where the Customer fails to pay any undisputed Charges in accordance with Clause 3;

12.1.4. where Whinstone is obliged to comply with an order, instruction or request of Government, court, law enforcement agency or other competent administrative or regulatory authority, in which case Whinstone shall provide notice to the Customer as soon as possible, and cooperate with the Customer to mitigate losses or take other appropriate actions;

12.1.5. in an emergency; or

12.1.6. where Whinstone has reason to terminate this Agreement in accordance with its terms.

12.2. Where suspension of the Services is necessary in accordance with the provisions of Clause 12.1.2, Whinstone will carry out such work as Scheduled Maintenance but in circumstances where this is not possible, Whinstone shall use all reasonable endeavors to perform such work between the hours of midnight and 6am and shall restore the Services as soon as reasonably practical in the circumstances.

12.3. If Whinstone exercises its right of suspension under this Clause, this will not exclude its right to terminate this Agreement later in respect of that or any other event, nor will it prevent Whinstone claiming damages from the Customer in respect of any breach.

13. TERMINATION

13.1. This Agreement shall commence on the Effective Date and shall continue for a period of One hundred twenty (120) months from the RFU Date ("**Initial Term**") unless and until terminated in accordance with this Clause 13.

This Agreement shall be automatically extended for a period of 12 months ("**Extended Term**") at the end of the Initial Term and at the end of each Extended Term. The Customer can terminate the contract at the end of the twelfth month of the Initial Term or any Extended Term with no penalty by notifying Whinstone in writing sixty (60) days prior to the end of the contract. Unless notified in writing of termination by the Customer as mentioned above, the Customer contract will renew automatically for an additional twelve (12) months under the same conditions.

13.2. Customer Elected Termination. Whinstone understands and agrees that the Customer shall have the right to elect not to provide a RFU Notice in relation to this Agreement. If no RFU Notice is provided to Whinstone prior to June 1, 2028, this Agreement shall be considered terminated with immediate effect and any rights or obligations of either Party under this Agreement shall be null and void.

13.3. Termination for Cause. Either party (the "**Non-Defaulting Party**") may terminate this Agreement (without prejudice to its other rights and remedies) with immediate effect by written notice to the other party (the "**Defaulting Party**") if:

13.3.1. the Defaulting Party commits a material breach of any of its material obligations under this Agreement (including failing to pay any sums payable under this Agreement by the due date) and if the breach is capable of remedy, fails to remedy it during the period of 30

Doc ID: 0576fabd07d364f2cb98c7a9e3e9486c652860cc
RHOD-BK-00015870

days starting on the date of receipt of notice from the Non- Defaulting Party specifying the breach and requiring it to be remedied; or

13.3.2. the Defaulting Party becomes insolvent including being unable to pay its debts as they fall due and/or that the value of its assets is less than the amount of its liabilities, taking into account its contingent and prospective liabilities, proposes an individual, company or partnership voluntary arrangement, has a receiver, administrator or manager appointed over the whole or any part of its business or assets; if any petition shall be presented, order shall be made or resolution passed for its winding up (except for the purpose of a bona fide amalgamation or reconstruction), bankruptcy or dissolution (including the appointment of provisional liquidators/interim receivers or special managers); if it shall otherwise propose or enter into any composition or arrangement with its creditors or any class of them; if it ceases or threatens to cease to carry on business or if it claims the benefit of any statutory moratorium; or

13.3.3. the Defaulting Party suffers, or there occurs in relation to that party, any event which is analogous to any of the events referred to in Clause 13.2.2 in any part of the world.

13.3.4. In the case that the Customer terminates this Agreement due to Whinstone's failure to cure a default, or the matters specified in Clause 13.3 or 13.4, Whinstone will pay for the costs to decommission, clean, package onto pallets and ship the Customer equipment to a new location. Whinstone will also pay Customer's lost revenue from mining resulting from such termination converted to US dollars, which shall be calculated based on the average market price of the mined digital asset and mining difficulty levels for a period of four calendar weeks from the date of the termination.

13.4. It is in the best interest of both Parties to pursue all reasonable efforts to remedy any issues with the Services or Service Level Agreement without termination or penalties. In cases of negligence or failure to maintain the Service Level Agreement for more than two (2) consecutive months, the Customer shall be entitled to the right to terminate the Agreement.

13.5. If Whinstone fails to install all of the Customer Equipment within 60 days of the RFU Date, the Customer shall be entitled to terminate or suspend the Agreement, and Whinstone shall refund the customer the 90% of the installation charges.

13.6. Either Party may terminate this Agreement with immediate effect by written notice and without further obligation or liability to the Customer if required by any law enforcement or other government or regulatory organization or authority or by the courts.

13.7. All rights and obligations of the Parties shall cease to have effect immediately upon termination of this Agreement, except that termination shall not affect:

13.7.1. accrued rights and obligations of the Parties at the date of termination; and

13.7.2. the continued survival and validity of the rights and obligations of the Parties under Clauses 7, 8, this Clause 13.4 and Clauses 15, 17 and 19 and any other provisions of this Agreement necessary for the interpretation or enforcement of this Agreement.

13.8. For the avoidance of doubt, save where otherwise agreed in writing between the Parties, termination of any Services at a site does not constitute termination of this Agreement, and, where this Agreement has been terminated in accordance with its terms, all Services will automatically terminate upon such termination.

13.9. Upon termination of this Agreement, the Customer shall at its own cost and expense return to Whinstone all IP addresses provided to it by Whinstone.

Doc ID: 0576bfab07d364f2cb98c7a9e3e9486c52860cc
RHOD-BK-00015871

14. ANTI-BRIBERY AND CORRUPTION

Each Party warrants and represents that it has not and will not carry out any act that could be an offense under anti-bribery laws.

15. APPLICABLE LAW

This Agreement shall be governed by Texas Law and the parties hereby submit to the exclusive jurisdiction of the Texas courts.

16. GENERAL

16.1. No failure or delay of either Party in exercising its rights hereunder (including the right to require performance of any provision of this Agreement) shall be deemed to be a waiver or release of such rights. Any waiver or release must be specifically granted in writing signed by the Party waiving its rights and shall:

16.1.1. be confined to the specific circumstances in which it is given;

16.1.2. not affect any other enforcement of the same or any other right; and

16.1.3. unless it is expressed to be irrevocable, be revocable at any time in writing.

Any single or partial exercise of any right, power or remedy provided by law or under this Agreement shall not preclude any other or further exercise of it or the exercise of any other right, power or remedy.

16.2. If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:

16.2.1. the legality, validity, or enforceability in that jurisdiction of any other provision of this Agreement; or

16.2.2. the legality, validity, or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

16.3. All work performed by Whinstone under this Agreement shall be performed as an independent contractor and not as an agent of the Customer and neither Party shall be, nor represent itself to be, the employee, agent, representative, partner or joint venture of the other. Neither Party shall have the right or authority to assume or create an obligation on behalf of or in the name of the other or to otherwise act on behalf of the other. The performing Party shall be responsible for its employees' compliance with all applicable laws, rules, and regulations while performing work under this Agreement.

16.4. No modification, amendment or other change may be made to this Agreement or any part thereof unless reduced to writing and executed by authorized representatives of Whinstone and the Customer. Unless expressly so agreed, no modification or variation of this Agreement shall constitute or be construed as a general waiver of any provisions of this Agreement, nor shall it affect any rights, obligations or liabilities under this Agreement which have already accrued up to the date of such modification or waiver, and the rights and obligations of the Parties under this Agreement shall remain in full force and effect, except and only to the extent that they are so modified or varied.

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015872

17. ENTIRE AGREEMENT

17.1. This Agreement constitutes the entire understanding between the Parties concerning the subject matter of the Agreement and supersedes any previous agreement or understanding between the Parties in relation to the subject matter.

17.2. With effect from the date of this Agreement all Services shall be provided solely in accordance with the terms of this Agreement and all prior agreements and understandings between the Parties in relation to the same shall be deemed terminated from the date hereof. Save in respect of rights and liabilities arising prior to such date, all such prior agreements and understandings shall cease to be of effect from the date of signature of this Agreement. In no event shall the pre-printed terms and conditions found on any Customer purchase order, acknowledgement, or other form be considered an amendment or modification of this Agreement, even if such documents are signed by representatives of both Parties; such pre- printed terms and conditions shall be null and void and of no force and effect.

17.3. Each Party acknowledges and agrees that in entering into the Agreement or in amending any part of this Agreement, it has not relied on any statement, representation, warranty, understanding, undertaking, promise or assurance (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in the Agreement. Each Party irrevocably and unconditionally waives all claims, rights and remedies which but for this clause it might otherwise have had in relation to any of the foregoing.

17.4. Nothing in Clauses 17.1 to 17.3 (inclusive) shall limit or exclude any liability for fraud.

18. COUNTERPARTS

18.1. This Agreement shall be executed in two originals, each Party shall retain one original respectively This Agreement shall not be effective until each of the Parties has executed at least one counterpart.

18.2. Each counterpart shall constitute an original, but all the counterparts shall together constitute one and the same instrument.

19. THIRD PARTIES

It is agreed that this Agreement is not intended to and does not give to any other person who is not a party to this Agreement any rights to enforce directly any provisions contained in this Agreement except for any person to whom the benefit of this Agreement is assigned or transferred in accordance with Clause 9.

20. FURTHER ASSURANCE

Each Party shall, if requested by the other Party and at the other Party's cost, execute or cause to be executed all documents and do or cause to be done all further acts and things as may be necessary in order to vest in and secure to the other Party and its successors in title the full benefit of the assets, rights and benefits to be transferred or granted to the other Party under this Agreement and for the protection and enforcement of the same and otherwise to give effect to this Agreement and to the rights and obligations contained within this Agreement.

Doc ID: 0576bfab07d364f2b98c7a9e3a9486c652860cc
RHOD-BK-00015873

The Agreement shall come into force from the seal or signature date by both Parties. This Agreement is made out in two original copies, one copy to be held by each Party in witness thereof.

CUSTOMER:

On behalf of Rhodium JV LLC,
By: Imperium Investments Holdings LLC
Its: Manager

x Cameron Blackmon

By: Cameron Blackmon

Its: Manager

Date: 06 / 30 / 2020

WHINSTONE:

On behalf of Whinstone US, Inc.

x Chad Everett Harris

Name: Chad Everett Harris

Title: Director

Date: 07 / 09 / 2020

Doc ID: 0576[illegible]cc

EXHIBIT 1

Doc ID: 0576bfab07d3674f2cb98c749e3e9486c052860cc

New Hosting Service Agreement No. #R-5MW-012

THIS AGREEMENT (defined below) shall be effective upon the date of receipt of the electronic signature by Whinstone US, Inc.

BY AND BETWEEN

Whinstone US, Inc., a company having its registered office located at 2721 Charles Martin Hall Road, Rockdale, Texas 76567("**Whinstone**")

AND

Rhodium JV LLC of 7546 Pebble Drive, Fort Worth, Texas 76118, (the "**Customer**").

Whinstone and the Customer are referred to individually as "**Party**" and collectively as "**Parties**".

WHEREAS

(A) Whinstone wishes to provide electrical power at its site under the terms and conditions contained in this New Hosting Service Agreement entered into by and between the Parties as of the seal or signature date of both Parties with a Ready For Use ("**RFU**") Date to be set by the Customer no sooner than thirty (30) days from the date of the RFU Notice (as hereinafter defined); and

(B) The Customer desires to utilize Whinstone's services and intends operate 5 MW of Miners and immersible equipment on Whinstone's property in Rockdale, Texas.

NOW THEREFORE, the parties hereby agree as follows:

1. DEFINITIONS

1.1. In this Agreement the following words and expressions shall have the meanings set out below. Additional terms may be defined in the context of particular provisions of this Agreement:

"**Agreement**" means these terms and conditions, any orders placed under them, and any amendments or additions or replacements to any of the aforementioned;

"**AUP**" or "**Acceptable Usage Policy**" means Whinstone Acceptable Usage Policy from time to time which, at the date of this Agreement, is set out in a Schedule to this Agreement;

"**Advanced Remote Hands Service**" means repair and maintenance services that require taking Customer Equipment off rack as detailed in Clause 2.4 below;

"**Background IP**" shall have the meaning set out in Clause 6.5 below;

"**Basic Remote Hands Service**" means repair and maintenance services performed without taking Customer Equipment off rack as detailed in Clause 2.3 below;

"**Business Day**" means a day which is not a Saturday, Sunday or a public holiday in the United States;

"**Capital Expenditure**" shall have the meaning ascribed to that term in Clause 3.14.1 below.

"**Confidential Information**" means the terms of this Agreement and all information whether in written or any other form which has been or may be disclosed in the course of the discussions leading up to the entering into or performance of this Agreement and which is identified as confidential or is clearly by its nature confidential including information relating to this Agreement or the Services, data used or generated in the provision of the Services, or any of Customer's products, operations, processes, plans or intentions, know- how, trade secrets, market opportunities, customers and business affairs;

"**Customer Equipment**" means the Customer's Miners and other Customer equipment installed in the Licensed Area;

"**Data Center**" means the Whinstone leased site located at the former Alcoa Rockdale Energy Sandow Mine facility in Rockdale, Texas;

"**Data Center Rules**" means the rules applying to the Customer's use of the Data Center;

"**Data Protection Laws**" means the laws and regulations governing the use of personal data;

"**Defaulting Party**" shall have the meaning set out in Clause 13.2 below;

"**Developed IP**" shall have the meaning set out in Clause 6.5 below;

"**Extended Term**" shall have the meaning set out in Clause 13.1 below;

"**Force Majeure**" means any event beyond the reasonable control of either or both of the parties including but without limitation to war, civil war, armed conflict or acts of terrorism or a public enemy or other catastrophes, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule or regulation or direction coming into force after the date of this Agreement, epidemics, pressure waves caused by devices traveling at supersonic speeds, nuclear accident, and acts of God and strikes, slowdowns, lockouts or other labor stoppages excluding employee(s) of Whinstone affecting third parties which in each case causes either party to be unable to comply with all or a material part of its obligations under this Agreement;

"**Hosting Service**" means service providing electrical power and ventilation to the Customer Equipment as detailed in Clause 2.2 below;

"**Initial Term**" shall have the meaning set out in Clause 13.1 below;

"**Intellectual Property**" means all intellectual property, including patents, utility models, trade and service marks, trade names, domain names, rights in designs, copyrights, moral rights, topography rights, rights in databases, trade secrets and know-how, in all cases whether or not registered or registrable and including registrations and applications for registration of any of these and rights to apply for the same, rights to receive equitable remuneration in respect of any of these and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world;

"**IP Connection Service**" means the connection to the Customer Equipment permitting communication with the Internet as specified in the Service Details;

"**Licensed Area**" means the Building C where the Customer Equipment will be placed;

Doc ID: 0576fabd07d364f2cb98c7a9e3e9486c52860cc
RHOD-BK-00015877

"**Maintenance**" means any work carried out by Whinstone in order to upgrade, improve or maintain the Service including any modification, change, addition or replacement which does not detract from, reduce or impair the overall quality or performance of the Service;

"**Miners**" means cryptocurrency mining machines, which are part of the Customer Equipment, which connect using the IP Connection Service and send computation results to the Mining Pool.

"**Mining Pool**" is the pooling of resources by Miners, who share their processing power over a network, to split the reward equally, according to the amount of work they contributed to the probability of finding a block.

"**Services**" collectively means Hosting Service, Basic Remote Hands Service, and Advanced Remote Hands Service, with the Hosting Service and Basic Remote Hands Service provided as needed to the Customer;

"**Service Details**" means service details in the format provided by Whinstone pursuant to which the Customer may request Services;

"**Party**" means Whinstone and the Customer (as the case may be) and shall include their permitted assignees and "**Parties**" shall mean both of them;

"**Pass Through Rate**" shall have the meaning set out in Clause 3.11.2 below;

"**Personal Data**" shall have the meaning as defined under the Data Protection Laws;

"**PPM Agreement**" shall have the meaning set out in Clause 3.11.2 below;

"RFU Date" means the Ready For Use Date, which is the date Whinstone will fully provide the Customer the Services;

"RFU Notice" means the written notice provided by the Customer to Whinstone setting the Ready For Use Date. This RFU Notice shall be provided to Whinstone no less than thirty (30) days prior to the Ready For Use Date set forth in the RFU Notice.

"**Representatives**" means, in relation to any party, its officers, employees and agents;

"**Scheduled Maintenance**" means Maintenance that is: (i) carried out between the hours of 12:00 am to 6:00 am; and (ii) notified to the Customer at least five (5) Business Days in advance;

"**Specified Power Draw**" shall have the meaning set out in Clause 3.13 below;

"**Whinstone Equipment**" means any equipment which is supplied by or on behalf of Whinstone to the Customer for the purpose of providing the Services and includes any equipment specified in Service Details; and

1.2. In the event of any conflict between any of the documents referred to in this Clause 1.2, they shall be given the following order of priority:

1.2.1. the terms of the relevant Service Details;

1.2.2. the terms set out in this Agreement; and

1.2.3. the terms set out in the AUP.

Doc ID: 0576fabd07d3641[illegible]

1.3. In the Agreement:

1.3.1. references to Clauses, paragraphs and subparagraphs are references to clauses, paragraphs, subparagraphs of or to this Agreement;

1.3.2. the headings contained in this Agreement are for convenience only and shall not influence the interpretation of this Agreement;

1.3.3. any reference to a statute, statutory provision, subordinate legislation, code or guideline ("legislation") is a reference to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation.

1.4. Whinstone and the Customer each represents and warrants to each other that it has the power to enter into, exercise its rights under and perform and comply with its obligations under this Agreement and all actions, conditions and things required to be taken, fulfilled and done by it to so enter into, exercise its rights under and perform and comply with its obligations under this Agreement and ensure that those obligations are valid, legally binding and enforceable have been taken, fulfilled and done.

2. SERVICE DESCRIPTION

2.1. Data Center Facilities

2.1.1. Whinstone will provide an installation environment for the Customer Equipment including, but not limited to, the Licensed Area in two buildings, rack systems, electricity supply (including PDU), transforming equipment, free air cooling (including evaporative cooling and single phase liquid cooling), smoke detection, IP Connection Service and physical security. Physical security includes 24-hour patrol, camera security, and a fence around the Licensed Area.

2.1.2. Whinstone shall grant the Customer, free of charge, escorted access to the property in Rockdale, TX for equipment inspections, installation, removal, additions, subtractions or physical maintenance by prior appointment.

2.1.3. With written prior consent of the Customer, Whinstone may relocate the Customer Equipment within the Data Center or to another facility operated by Whinstone provided that there are no changes to the terms of this Agreement. Any such relocation of the Customer Equipment will be carried out by Whinstone. Any costs incurred in relation to such relocation will be borne by Whinstone. The Customer shall reserve the right to inspect the new facility beforehand.

2.1.4. When the Customer visits the property in Rockdale, TX or accesses the Data Center network remotely the Customer shall at all times comply with the Data Center Rules that have been provided to the Customer in advance; provided, however, that the Customer shall only be obligated to comply with such Data Center Rules to the extent that they are reasonable. Whinstone shall provide the Customer a copy of the Data Center Rules and shall send a new copy if there are any changes made therein.

2.1.5. Whinstone represents and warrants that building or other permits, city inspection, or certification is not required with regard to providing services under this Agreement.

2.1.6. Whinstone represents and warrants that the Data Center has been certified by the Texas Comptroller of Public Accounts as, and is presently publicly registered with the Texas Comptroller as a "Qualifying Data Center" within the meaning of the Texas Tax Code Section 151.359 and the rules promulgated thereunder, and, as such, is entitled to claim an exemption from the Texas state sales tax for qualifying purchases. Whinstone

Doc ID: 0576fabd07d364f2cb98c7a9e3e9486c52860cc
RHOD-BK-00015879

covenants and agrees that the Data Center shall remain certified by and publicly registered with the Texas Comptroller as a "Qualifying Data Center" during and throughout the Initial Term.

2.2. Overview of Hosting Service

Whinstone shall be responsible for the following:

2.2.1. License of the Licensed Area.

2.2.2. Provision of the cabling for a connection to the IP Connection Service by way of a CAT 5e Ethernet cable.

2.2.3. Escorted access by the Customer's employees to the Customer Equipment at any time from 10 am to 5 pm Monday through Friday.

2.2.4. Monitored alarm and security call out service.

2.2.5. Physical Security: The facility will be surrounded by fencing and monitored by security cameras. Whinstone shall implement access control policies to ensure non-authorized persons are not able to enter the facility. Armed personnel will be onsite at all times.

2.2.6. IT Security: Whinstone will install a firewall and implement an IT security policy to prevent unauthorized access physically or remotely, viruses and ransomware. However, the Customer shall have the right to install its own firewall and implement its own security policies in the place of or in addition to Whinstone as mutually agreed to by both parties.

2.2.7. Fire detection and alarm system.

2.2.8. Equipment parts storage and inventory management.

2.2.9. After the RFU Date, acceptance of delivery of the Customer Equipment between 10:00 am to 4:00 pm on Business Days, subject to two (2) Business Days' notice to Whinstone, to be stored prior to installation.

2.2.10. Whinstone will be solely responsible for handling any complaints from third parties with respect to the noise from the Customer Equipment and shall hold the Customer harmless from any responsibility or costs arising out of or in relation to such complaints.

2.2.11. Whinstone will install all Customer Equipment on the data center racks, provide power and internet connection within thirty days of RFU Date. Installation includes unpacking, assembly and installation, LAN cable and power connection, initial setting, and garbage disposal.

2.2.12. Whinstone will provide stable power supply to the Customer's equipment at 240V. The equipment's power consumption may be adjusted by following instructions from the manufacturer. Whinstone will comply with any request from the Customer to adjust the power consumption if the total power consumption of all Customer equipment does not exceed the Specified Power Draw, or fall below eighty percent (80%) of the Specified Power Draw, unless both Parties mutually agree to do so.

2.2.13. Whinstone will follow the Service Level Agreement in Clause 4 and make its best efforts to ensure:

i. Average air intake temperature into the Customer's Miners is not greater than 30 degrees Celsius by maintaining sufficient airflow, preventing mixing of cool and

Doc ID: 0576fabe9662f4d2be64744ce0553a4d1a60dacc
RHOD-BK-00015880

hot exhaust air from the equipment in the data center, and using evaporative cooling;

ii. Filters are used in the air intake system of the data center facility, and the air inside the data center is free of dust, insects, corrosion, precipitation and condensation.

iii. Intake and exhaust fans are free of obstruction or debris.

2.2.14. Whinstone will label all the Customer Equipment, cables, replacement parts to track inventory, replacement parts, and to make Basic Remote Hand Service the most efficient.

i. Whinstone will reference Miners with a unique identifiable identification number when giving reports to the Customer;

ii. For equipment other than Miners which may not have a unique ID number, Whinstone will properly label and store the equipment separate from other customers in the data center.

2.2.15. Whinstone will provide monthly reports to the Customer. These reports shall contain a summary of monthly power draw as measured from power consumption meters and include appropriate billing owed to Whinstone by the Customer.

2.2.16. Whinstone will provide Basic Remote Hands Service at no extra charge as outlined in Clause 2.3.1 and will offer Advanced Remote Hands Service for additional cost as outlined in Clause 2.4.1.

2.2.17. Customers may inspect the site before shipping its equipment and supplies to bring the Customer's Miners online. Upon completion of the inspection, the Customer may reduce the Specified Power Draw cited in Clause 3.12.1 if the site does not meet Customer's expectations and reduce the Advanced Remote Hands Service fee by the same proportionate amount as the reduction of Specified Power Draw.

2.3. Basic Remote Hands Service

2.3.1. Basic Remote Hands Service is available twenty-four (24) hours a day, seven (7) days a week. Where requested by the Customer, Whinstone staff shall be available to perform the following tasks only on the instructions of the Customer in respect of the Customer Equipment:

i. Remote monitoring of equipment performance and status;

ii. Remote fault diagnosis;

iii. Pushing a button;

iv. Switching a toggle;

v. Power cycling (turning on/off) the Customer Equipment;

vi. Re-setting, rebooting the Customer Equipment;

vii. Securing cabling to connections

viii. Observing, describing and/or reporting to the Customer indicator lights or display information on machines or consoles;

ix. Cable organization;

Doc ID: 0576bfab07d364f2cb98c7a9e3e9486c52860acc
RHOD-BK-00015881

x. Modifying basic cable layout, labelling and/or re-labelling of the Customer Equipment;

xi. Cable patching;

xii. Checking alarms for faults; and/or

xiii. Inserting/removing discs or equivalent storage devices into/ from the Customer Equipment.

2.4. Advance Remote Hands Service

2.4.1. The following Advanced Remote Hands Services are not included in the Basic Remote Hands Service but may be provided by Whinstone to the Customer on a best effort basis. Unless explicitly expressed in Clause 2.3.1, in cases of ambiguity between Advanced Remote Hands Services and Basic Remote Hands Services, Advanced Remote Hands Services shall come into effect if the Customer Equipment must be taken off the rack:

i. Installing applications or software to the Customer Equipment;

ii. Uploading of data to the Customer Equipment;

iii. Configuring the Customer Equipment operating system;

iv. Configuring any software or applications on the Customer Equipment;

v. Customer Equipment component fault diagnosis;

vi. Software component fault diagnosis;

vii. Rectifying problems caused by the Customer Equipment or software;

viii. Rectifying problems caused by the Customer; or

ix. Any service whatsoever requiring the opening of the outer casing of any of the Customer Equipment.

2.4.2. Communication for Advance Remote Hands Service shall be done via email or Whinstone's ticketing system. Whinstone will follow the Service Level Agreement as well as the work schedule specified in Clause 4.

2.4.3. Advanced Remote Hands Service shall be provided by Whinstone to the Customer for a fixed monthly fee as detailed in Clause 3.12, separately from Hosting Fees which includes only the Basic Remote Hands Service.

3. CHARGES AND PAYMENTS

3.1. In consideration of the provision of the Services, the Customer shall pay charges in accordance with this Clause 3.

3.2. Whinstone shall issue a monthly invoice to the Customer no later than the tenth day of the following month containing all charges and fees for providing the Services under this contract, including the Hosting Fees prepayment under 3.11.2. The Customer shall pay the undisputed amounts of such invoice no later than the last day of the month in which the Customer receives it.

Doc ID: 0576fabb07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015882

3.3. If the Customer requests Whinstone to provide any services other than contemplated in this Agreement, Whinstone shall be entitled to invoice the Customer for any and all changes to such services pursuant to the agreement between the parties.

3.4. If either Party fails to pay any amount owed under this Agreement by the dates set forth herein:

3.4.1. The Party to receive payment shall be entitled but not obliged to charge the Customer interest at a rate of 5% per year on the overdue amount commencing 14 business days after the due date up to the date of actual payment.

3.4.2. Actual power consumption is measured at the end of each month, and a credit or debit is applied toward the next hosting fee prepayment invoice. If the credit or debit is not paid or applied on that invoice, the Party to receive payment shall be entitled but not obliged to charge the other Party interest 5% per year on the overdue amount commencing 14 business days after the due date of the invoice to the date of actual payment.

3.5. All charges and payments referred to in this Agreement are inclusive of sales tax (if applicable) and all similar taxes and duties payable in respect of such payments. To the extent that additional tax is properly chargeable to the Customer, the Customer shall pay at the time that the payment becomes due.

3.6. All amounts due under this Agreement shall be paid in accordance with all work performed and services provided. In the event that the Parties change the scope of the services, Whinstone and the Customer will agree on all billing changes and handle each credit or debit once there is a mutual agreed amount.

3.7. In the event of any failure by either Party to make full payment to the other Party of any and all amounts due pursuant to this Agreement, the Party owing payment shall be responsible for all costs and expenses which the other Party reasonably incurs in collecting such amounts.

3.8. The Parties may combine charges and invoices and offset any amounts owed to the other Party.

3.9. This Clause intentionally left blank.

3.10. Installation Fees

3.10.1. This Clause intentionally left blank.

3.10.2. Installation is considered complete when the Miner is seen remotely connecting to the Mining Pool and sending computation. In cases of faulty equipment, installation will be considered complete when Whinstone diagnoses the fault, sends a report to the Customer, and completes installation of alternative equipment.

3.10.3. This Clause intentionally left blank.

3.11. Hosting Fees

3.11.1. The Hosting Fees cover all services and items specified in this Agreement except for Advanced Remote Hands Service in Clause 3.12 and is calculated based on the power consumption of the Customer Equipment and shall not include Whinstone's own equipment (PUE) or the equipment of Whinstone's other customers.

3.11.2. The Hosting Fee rate is the lesser of either (i) $0.01705 USD or (ii) the "Pass Through Rate" as hereinafter defined. As used herein, the "**Pass Through Rate**" is defined as the lesser of either (i) the "Net Effective Rate" as that rate is defined and calculated in the

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c652860acc
RHOD-BK-00015883

Pro Forma Pricing Model attached as Attachment C to that certain Power Services Agreement entered into by and between Whinstone and Priority Power Management LLC on April 3, 2020 (the "**PPM Agreement**") or (ii) the exact price at which Whinstone is billed monthly for electricity provided to Customer per kilowatt-hour. The Hosting Fee rate shall remain unchanged for 3 (three) consecutive years under any Extended Term under Clause 13.1. Whinstone will install power consumption meters at the transformers.

3.11.3. Whinstone, to the best of its knowledge, confirms that the "Pass Through Rate" is presently $14.74 per Megawatt Hour as shown in the Pro Forma Pricing Model attached as Attachment C to the PPM Agreement, a materially accurate copy of which is attached hereto as Exhibit "1". Customer understands that this rate is variable.

3.11.4. Hosting Fee rate = $17.05 per Megawatt Hour or lower depending on the "Pass Through Rate" for 3 years, with the option to renew for the remainder of the Initial Term at the same pre-agreed upon terms seen in 3.11.2, in one year increments. Whinstone will invoice a 5,000 kW upon deployment of the Customer Equipment. Whinstone will require the payment to be made fifteen days prior to powering the Licensed Area.

3.12. Advanced Remote Hands Service Fee

3.12.1. Whinstone will invoice the Customer a fixed monthly fee of $1,667.00 (USD) for the Advanced Remote Hands Services based on a scale of 1317 Miners, or 5mW equivalent. Whinstone will invoice Advanced Remote Hands Services together with the Hosting Fees and the applicable period for services rendered shall be the same month as the Hosting Fees unless otherwise specified. Notwithstanding the prior sentence, until all Specified Power Draw is provided, and all the Miners have been installed, Whinstone will invoice the Customer for Advanced Remote Hands Services based on the average number of installed Miners during the prior month. This fixed monthly fee will be credited towards Customer's power bill in the result that there is greater than or equal to eighty percent (80%) of the Specified Power Draw at the rate specified in Clause 3.11.1

3.12.2. Whinstone will adhere to all sections of the Service Level Agreement in Clause 4 as well as those specifically detailed for the Advanced Remote Hands Service.

3.12.3. In the likely result that the Advanced Remote Hands Service Fee is not necessary for Customer because they are monitoring their own systems with on-site staff, Customer will elect, in writing, that this service is no longer needed. Upon election and acceptance from Whinstone, this fixed monthly fee will be waived indefinitely.

3.13. Specified Power Draw

3.13.1. Whinstone will provide the Customer with at least 5,000 kW (5) MW of power available for the Services by the RFU Date. As a minimum commitment, regardless of power consumption, the Customer shall pay for Hosting Fees for greater than or equal to eighty percent (80%) of the Specified Power Draw at the rate specified in Clause 3.11.1.

3.13.2. Customer and Whinstone agree, to the best of their ability, to be fair in negotiations and working to a mutually beneficial decision in the result of unforeseen circumstances.

For Purpose of Example and Reference, a cost of power calculation has been provided below based on $17.05/mWh ($0.01705/kWh), the "Hosting Fee rate"

30-day month: 5,000 kW * Hosting Fee * 24 hours * 30days = $61,380.00
31-day month: 5,000kW * Hosting Fee * 24 hours * 31days = $63,426.00

3.13.3. If Whinstone determines that the over-usage of power cannot be reasonably permitted, Whinstone reserves the right to require the Customer to remove or deactivate sufficient

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015884

Customer Equipment to prevent such over-usage within 24 hours of notification, which will describe in detail the reasons for the removal or deactivation. Whinstone shall consult with the Customer in good faith before determining to remove or deactivate.

3.14. The Customer will pay to Whinstone the "Capital Expenditure" (as defined in the following sentence) not to exceed $800,000. The Capital Expenditure shall be paid in full to Whinstone no later than five (5) business days after the RFU Notice is provided. The "**Capital Expenditure**" is defined as the lesser of either (i) the actual costs of construction and buildout of the infrastructure, building and power requirements of the Licensed Area or (ii) Eight Hundred Thousand U.S. Dollars ($800,000.00 USD). No later than thirty (30) days after the the RFU date, Whinstone shall provide to Customer a full accounting of the actual costs of construction and buildout of the infrastructure, building and power requirements of the Licensed Area along with accurate receipts, bookkeeping, and proof of purchase for all invoices exceeding $5,000 per line item.

3.15. This Clause intentionally left blank.

3.16. Whinstone agrees that all costs of construction and buildout of the infrastructure, building and power requirements of the Licensed Area greater than $800,000 will be at the sole cost and expense of Whinstone. Whinstone agrees that, in the result of which this $800,000 is more than necessary for the Capital Expenditure, Whinstone will refund the remaining funds to Customer.

3.17. Whinstone represents and warrants that the Capital Expenditure and Hosting Fees shall be exempt from Texas state sales tax because the expenditures for which the Capital Expenditure and Hosting Fees will be allocated are qualifying purchases for a "qualifying data center" within the meaning of Texas Tax Code Section 151.359 and the rules promulgated thereunder. In the event that, at any time during the Initial Term, any Texas state sales tax should be assessed on any portion of the Capital Expenditure or any portion of the Hosting Fees, Whinstone shall pay such Texas state sales tax solely from its own funds and shall indemnify and hold harmless the Customer from any and all liability, charges, costs, assessments, fees, fines, penalties and interest arising out of such assessment.

3.18. Whinstone agrees that the Capital Expenditure allows Customer complete use of the Licensed Area for a continuous, uninterrupted period of ten (10) years, unless otherwise mutually agreed upon by both Parties in writing at a later date.

4. OPERATIONS AND SERVICE LEVEL AGREEMENT ("SLA")

4.1. Whinstone reserves the right to vary the technical specifications of the Services where necessary for operational reasons and without detracting from, reducing or impairing the overall quality or performance of the Services, after giving reasonable written notice to the Customer (except in the case of an emergency where notice is not possible; provided, however, that in such case, Whinstone shall provide notice to the Customer then as soon as reasonably possible).

4.2. Without prejudice to Clause 4.1, Whinstone reserves the right to, after providing the Customer with reasonable advance written notice (provided, however, that in the event of an emergency, as soon as reasonably possible) at any time to make any change, addition to or replacement of any part of the Services where this is required to conform with any applicable safety, statutory or legal requirement, provided that this does not detract from, reduce or impair the overall quality or performance of the Services.

4.3. The Customer may report any claims including failures of performance of the Services by Whinstone to the Whinstone support center at any time. Whinstone shall take all actions necessary to remedy such failures as soon as possible.

Doc ID: 0576bfab07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015885

4.4. Interface or access to inventory, monitoring and Hashtrend software is provided to the Customer at no additional charge.

4.5. Uptime Guarantee

4.5.1. Whinstone guarantees an uptime percentage (percentage of time to maintain uninterrupted performance of the total Customer Equipment) of 96.35% and no more than 6 days of planned downtime due to loss of power, construction, or network outage.

4.5.2. Whinstone will not charge Customer for any power cost during the period of which there is interrupted performance of the total Customer Equipment.

4.5.3. Whinstone will give at least twenty-four (24) hours advance notice to the Customer via email before any datacenter downtime, or any downtime affecting more than one hundred (100) machines at one time.

4.5.4. If any unplanned event causes more than 10% of equipment to go offline, Whinstone will acknowledge the alert within 1 hour and report immediately to the Customer. Whinstone will attempt to begin remedy of the issue within 1 hour of alert acknowledgement and shall provide a full incident report within 5 business days of alert acknowledgement to the Customer.

4.6. Performance Guarantee

4.6.1. Whinstone will perform maintenance and repairs to ensure the total daily average hashrate of all machines does not fall by more than 5% below the Customer Equipment manufacturer's specified range.

4.6.2. If total hourly average hashrate of all Customer Equipment falls more than 10% compared to the previous hour, Whinstone will respond to the incident within 1 hour and provide a full incident report within 5 business days of the incident to the Customer.

4.6.3. Whinstone will make the best effort to employ a monitoring system to monitor uptime, performance and other machine metrics.

4.6.4. Whinstone shall maintain average hashrate overall for Customer Equipment within the tolerance range of the equipment manufacturer's specifications.

4.6.5. Whinstone shall acknowledge alerts from its monitoring system within 30 minutes and respond within 1 hour. If the problem cannot be corrected, the Customer Equipment affected will be place in a maintenance queue and reported to the Customer by the next business day.

4.6.6. Whinstone will reply to notices from the Customer on the same business day.

4.6.7. Whinstone shall maintain an intake temperature suitable for proper operation of the machines. If any machines do overheat, Whinstone shall turn them off as soon as possible and report the issue to the Customer.

4.7. Advanced Remote Hands Service

4.7.1. Whinstone will provide Advanced Remote Hands Service from 9 am to 9 pm, seven days a week. This service includes repairs, unracking/racking units, and replacement of parts such as hashboards, fans, controller boards.

Doc ID: 0576fabd07d364f2cb98c7a9e3e9486c52860acc
RHOD-BK-00015886

4.7.2. If the hourly hashrate performance of a single Miner drops more than 10%, Whinstone will respond within 30 minutes, and attempt to repair or replace faulty parts and components within 1 hour. If the issue cannot be resolved within 1 hour, Whinstone will place the equipment into a maintenance repair queue.

4.7.3. Whinstone shall reduce the maintenance repair queue at all times it is not responding to any incidents.

4.8. Whinstone will sell electricity in lieu of providing electricity to the Customer if the Ercot Market profitability exceeds the 250% of the contract price. The profit will be distributed 100% to the Customer.

5. WHITELABELING OF SERVICES

The Customer may white label the Services and arrangements under this Agreement on a back-to-back basis to specifically named third parties upon thirty-day notification to Whinstone, and Whinstone shall accept such execution of this right provided there are no changes to the terms of this Agreement. Any requested changes to warranties, representations, obligations, or service levels to be provided by Whinstone shall be negotiated in good faith by the Parties. Unless prior arrangement is made, the Customer shall be responsible for billing and collection associated with any white label offering.

6. OWNERSHIP AND INTELLECTUAL PROPERTY

6.1. The Parties acknowledge and agree that the Customer Equipment is the sole property of the Customer. In no event shall Whinstone claim ownership of any of the equipment.

6.2. The Parties acknowledge and agree that any outcomes or productivities, including but not limited to, block chains, hash and digital currencies, generated from the operation of the equipment are the sole property of the Customer. In no event shall Whinstone claim the ownership of any of such outcomes or productivities.

6.3. Whinstone shall not sell or create any mortgage, lien, or any kind of encumbrance on the Customer Equipment, the Intellectual Property, or any outcomes or productivities owned by the Customer.

6.4. The Customer will have a non-transferable license to use any IP address allocated by Whinstone to the Customer for the duration of this Agreement. If this Agreement is terminated for any reason, the Customer's license to use the IP address shall automatically terminate.

6.5. Customer owns any Developed IP. "**Developed IP**" means any intellectual property other than Background IP created or discovered by the Parties in connection with this Agreement, including without limitation any reports Whinstone provides to Customer. "**Background IP**" means all intellectual property owned or licensed by a Party before starting services under this Agreement or independent of services under this Agreement. The Developed IP is a work made for hire for the Customer to the extent permitted by applicable law, and Customer retains all intellectual property rights in the Developed IP. To the extent that Whinstone or its personnel own any rights in the Developed IP, Whinstone assigns, or will procure the assignment of, all rights, title, and interest in the Developed IP to Customer. If applicable law prevents future assignments, Whinstone will assign, or will procure the assignment of, such rights as these are created. If applicable law prevents Whinstone from transferring ownership of any

Doc ID: 0576b5ab07d364f2b98c7a9e3e9486c52860acc
0576b5ab07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015887

Developed IP to Customer, Whinstone grants Customer a perpetual, irrevocable, exclusive, royalty-free, fully-paid, transferable, worldwide license, with the right to sublicense, to: (1) reproduce, prepare derivative works of, distribute, publicly perform, publicly display, and otherwise use such Developed IP; and (2) make, use, sell, offer for sale, import, export any component of, and otherwise dispose of such Developed IP. This agreement does not transfer any rights associated with Background IP, which will remain vested with their owners.

6.6 Whinstone will defend Customer and its affiliates, and indemnify them against liabilities in any third-party legal proceeding to the extent arising from an unaffiliated third party's allegation that Customer or its affiliate's use of the Services or any deliverable under this Agreement from Whinstone infringes or misappropriates the third party's Intellectual Property Rights.

7. CONFIDENTIALITY

7.1. The parties agree that Confidential Information:

7.1.1. shall be used solely for the purpose for which it was furnished in connection with performance of this Agreement;

7.1.2. shall be maintained in strict confidence and shall not be disclosed to third parties, provided, however, that Whinstone and the Customer may disclose Confidential Information to their respective affiliates and sub-contractors and their respective employees who need to have access to such Confidential Information for the purposes of providing the Services on the condition that Whinstone and the Customer shall procure compliance by such sub-contractors or affiliates and their respective employees with the terms of this Clause 7; provided, however, that Whinstone and the Customer shall be responsible for any breach of the obligations set forth in this Clause 7 by such sub-contractors or affiliates and their respective employees; and

7.1.3. upon termination of this Agreement shall be returned to the disclosing Party, together with all copies, or (at the disclosing Party's option) destroyed.

7.2. Any disclosure of Confidential Information permitted under Clause 7.1.2 shall be in confidence, and only be to the extent that any persons to whom the information is disclosed need to know the same for the performance of their duties and the receiving Party shall be obliged to procure that all such persons are aware of the obligation of confidentiality and undertake to comply with it.

7.3. The obligations of confidentiality and restricted use set out in Clauses 7.1 and 7.2 are not applicable to Confidential Information that:

7.3.1. was previously or becomes known to the receiving Party, free from any obligation to keep the same confidential (provided that Confidential Information disclosed in contemplation of the provision of the Services shall still remain subject to such obligations);

7.3.2. is or becomes generally available to the public, other than as a direct or indirect result of unauthorized disclosure by the receiving Party, its affiliates or a person engaged by the receiving Party or its affiliates contrary to their respective obligations of confidentiality;

7.3.3. is shown to have been independently developed by the receiving Party, its officers, employees, agents or contractors;

7.3.4. the Parties agree in writing that it need not be kept confidential; or

Doc ID: 0576bfab07d364f2cb98c7a9e3e9486c52860acc
RHOD-BK-00015888

7.3.5. is required to be disclosed by law or by regulation or by the order of any governmental authority or court provided that, to the extent permitted by law, prior to any disclosure, the receiving Party notifies the disclosing Party of the information to be disclosed and the circumstances in which the disclosure is alleged to be required as early as reasonably possible before such disclosure must be made and, at the disclosing Party's request and cost, assists the disclosing Party in avoiding or limiting any such disclosure.

7.4. Without prejudice to any other rights and remedies that the disclosing Party may have, the receiving Party agrees that if Confidential Information is used or disclosed or threatened to be used or disclosed other than in accordance with the terms of this Agreement, the disclosing Party shall, without proof of special damage, be entitled to seek an injunction, specific performance or other equitable relief for any actual or threatened breach of this Clause 7.

7.5. Notwithstanding Clause 7.1, Whinstone will request in writing to the Customer and request the Customer to participate in its advertising and/or promotional literature and other materials. The Customer has the right to opt out of any and all advertising request.

7.6. In order for Whinstone to provide the Services, the Customer will need to supply certain information or data. Where such information or data constitutes Personal Data, Whinstone will comply with the Data Protection Laws. The Parties shall duly observe and comply with all their obligations under the Data Protection Laws in relation to any Personal Data processed in connection with this Agreement and shall render such assistance and cooperation as is reasonably necessary or reasonably requested by the other Party in respect thereto.

7.7. It shall be the Customer’s responsibility to keep any Personal Data provided to Whinstone up to date and the Customer warrants and undertakes to Whinstone that all of its Personal Data and contact details are accurate and complete.

7.8. Whinstone may pass the Customer’s Personal Data to Whinstone affiliates and to any third-party suppliers Whinstone may use to provide services that involve processing data on Whinstone’s behalf for the purpose of providing the Services and as contemplated by the terms of this Agreement; provided, however, that Whinstone shall be responsible for any breach of the obligations set forth in this Clause 7 by such affiliates and third party suppliers.

8. LIABILITY, REPRESENTATIONS, WARRANTIES, AND INDEMNIFICATIONS

8.1. Both Parties represent and warrant that they have the right and capacity to enter into this Agreement and fully perform their respective obligations hereunder;

8.2. Whinstone shall perform the Services as described herein and shall provide the Services in a professional manner consistent with industry standards.

8.3. Whinstone hereby agrees to indemnify and hold harmless the Customer and any of its managers, owners, successors, licensees and assignees, from any and all losses, costs, liabilities, damages and expenses, including but not limited to, reasonable attorney fees resulting from any breach of any obligations, representation, warranty and/or covenant under this Agreement. Notwithstanding any provisions herein, Whinstone agrees to indemnify the Customer for any losses directly or indirectly caused by negligence or intentional or willful misconduct of Whinstone in its performance of obligations under this Agreement, including but not limited to, faulty operations, bad design, or misuse of the facilities in the datacenter.

Doc ID: 0576bfab07d364f2b98c7a9e3e9486c652860cc
RHOD-BK-00015889

8.4. If electrical supply is suspended for five (5) or more consecutive days, or more than seven (7) days in any twelve (12) month period due to any cause other than due to Force Majeure event, the Customer is entitled to suspend or terminate this Agreement by giving a written notice to Whinstone. Written notice will be signed and emailed to Whinstone, and a physical copy will be sent to Whinstone's registered address. The timestamp of the email will be considered the date of the receipt of such notice. If the Customer terminates this Agreement for the aforementioned reason, Whinstone shall pay for the costs to decommission, clean, package onto pallets and for the shipping cost to transport all Customer's Customer Equipment to a new location.

8.5. Neither Party excludes or limits its liability to the other Party for:

8.5.1. death or personal injury caused by its negligence;

8.5.2. fraud or fraudulent misrepresentation.

8.6. Subject to Clauses 6, 8.5, 8.7, and claims for outstanding payment, the aggregate liability of each Party to the other in contract, tort (including negligence), for breach of a statutory duty or otherwise arising under or in connection with this Agreement or its subject matter shall be limited to a sum equal to the greater of: (i) the aggregate charges payable by the Customer to Whinstone in the twelve-month period immediately prior to the date on which the cause of action first arose or, if the Agreement had been in force for less than twelve months at that date, the annualized amount of the charges payable by that date; and (ii) USD $250,000.

8.7. Subject to Clause 8.5 but notwithstanding anything else in this Agreement, the aggregate liability of:

8.7.1. the Customer to Whinstone for damage to property, in contract, (including negligence) or otherwise arising under or in connection with this Agreement shall be limited to a sum equal to the aggregate charges payable by the Customer to Whinstone in the twelve-month period immediately prior to the date on which the cause of action first arose or, if the Agreement has been in force for less than twelve months on such date, the annualized amount of the charges payable by that date; and

8.7.2. Whinstone to the Customer for damage to property, in contract, tort (including negligence) or otherwise arising under or in connection with this Agreement shall be limited to a sum equal to the aggregate charges payable by the Customer to Whinstone in the twelve-month period immediately prior to the date on which the cause of action first arose or, if the Agreement has been in force for less than twelve months on such date, the annualized amount of the charges payable by that date.

8.8. In no event will Whinstone have any liability for non-provision or delay in the provision of the Services which:

8.8.1. can be reasonably attributed to the acts or omissions of the Customer, its affiliates, employees, workers, sub-contractors, agents or customers including but not limited to failure to provide complete, accurate information in a timely manner for Whinstone;

8.8.2. arises from or as a consequence of use of the Services other than in accordance with the express terms of this Agreement; and/or

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015890

8.8.3. occurs during any period of suspension in accordance with Clause 12, provided, however, that this Clause 8.8 shall not apply in the case of willful misconduct or negligence by Whinstone, its affiliates, employees, workers, sub-contractors or agents.

8.9. The Customer acknowledges that Whinstone would not enter into this Agreement at the prices herein without the foregoing limitations of liability. Each Party acknowledges that the allocation of risk in this Agreement (including the exclusions and limitations set out in this Clause 8) has been freely negotiated at arm's length and is regarded by it as reasonable. The Customer acknowledges that it has had an opportunity to consider adequate insurance cover and to obtain professional advice in relation to this Clause 8.

8.10. Whinstone shall not be liable for any claim arising under this Agreement unless the Customer gives Whinstone written notice of the claim within twelve months of becoming aware of the circumstances giving rise to the claim.

8.11. Whinstone shall maintain minimum general business liability insurance in the amount of ten million US Dollars per occurrence or replacement value of the Customer's Customer Equipment, whichever is lower. This coverage will not include business income interruption coverage. The Customer is responsible for insuring their equipment and business income interruption insurance.

8.12. Whinstone represents to the Customer that it has secured rights to at least 100 acres of leased land for two years for the Data Center and secured for commercial access up to one (1) gigawatt of aggregated electricity that can be delivered to the Data Center, of which a portion of that may be incrementally offered to the Customer under an Extended Term.

9. ASSIGNMENT

9.1. This Agreement and all rights and obligations hereunder, in whole or in part, may be assigned or transferred by the Customer without the prior written consent of Whinstone. The Customer shall provide prompt written notice to Whinstone of any such assignment or transfer. Following such assignment or transfer, but provided that the Customer has provided written notice thereof to Whinstone, (i) the assignee or transferee shall assume and be liable to Whinstone for the full and faithful performance of all of the Customer's obligations under this Agreement and be considered the "Customer" for all purposes under this Agreement and (ii) Rhodium JV LLC shall have no further liability to Whinstone..

9.2. Whinstone may, upon receipt of the Customer's prior written consent, assign, sub-license or deal in any other manner with this Agreement or any rights under the Agreement, or sub-contract any or all of any or all of obligations under this Agreement to one or more of its affiliates or to any third party upon a sale of all or substantially all of its assets and will provide notice to the Customer of any such assignment, provided, however, that the Customer is provided with the Services under the same terms and conditions as those of this Agreement until the expiration of the Initial Term or the relevant Extended Term, as the case may be, of this Agreement.

10. FORCE MAJEURE

10.1. Neither Party shall in any circumstances be liable to the other for any loss of any kind whatsoever including any damages whether directly or indirectly caused or incurred by the

Doc ID: 0576bfab07d364f2cb98c7a9e3a9486c52860acc
0576bfab07d364f2cb98c7a9e3a9486c52860acc
RHOD-BK-00015891

other Party by reason of any failure or delay in the performance of its obligations hereunder which is due to Force Majeure.

10.2. If either of the Parties becomes aware of circumstances of Force Majeure which give rise to or which are likely to prevent the performance of any obligations on its part, it shall as soon as reasonably possible and in any event within five (5) Business Days after commencement of the Force Majeure serve notice in writing on the other Party specifying the nature and extent of the circumstances giving rise to Force Majeure.

10.3. If either Party is prevented from performance of substantially all of its obligations by Force Majeure for more than two (2) months in total, the other Party may terminate this Agreement by giving notice in writing to the other Party at any time, in which case neither Party shall have any liability to the other except that rights and liabilities which accrued prior to such termination shall continue to subsist.

11. NOTICES

11.1. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt, or (a) personal delivery to the Party to be notified, (b) when sent, if sent by electronic mail or facsimile during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the respective Parties at their address as set forth below, or to such e-mail address, as subsequently modified by written notice given in accordance with this Clause 11 herein:

11.2. The addresses of the parties for the purposes of Clause 11.1 are:

11.2.1. Whinstone US, Inc.

2721 Charles Martin Hall Road
Rockdale, Texas 76567
Marked for the attention of: Lyle Theriot
Email: Lyle.Theriot@whinstone.us
Attention: Lyle Theriot

11.2.2. Rhodium JV LLC.

7546 Pebble Drive
Fort Worth, Texas 76118
Marked for the attention of: Cameron Blackmon
Email: cameronblackmon@imperiumpartners.io
Attention: Cameron Blackmon

11.3. In proving service, it shall be sufficient to prove that the envelope containing such notice was addressed to the address of the relevant party set out in Clause 11.2 (or as otherwise notified by that party under this Clause) and delivered to that address.

12. SUSPENSION OF SERVICE

12.1. Whinstone reserves the right to suspend the Services for the following reasons:

12.1.1. to carry out Maintenance with the prior written consent of the Customer;

Doc ID: 0876fa8e96d27d42be8c744ce8058a4d38bda

12.1.2. to make any modification, change, addition to, or replacement of, the Whinstone Equipment or any part of the IP Connection Service or the Services where this is required to conform with any applicable safety, statutory or legal requirements, provided that such modification, change, addition or replacement does not detract from, reduce or impair the overall quality or performance of the Services with prior written consent of the Customer;

12.1.3. where the Customer fails to pay any undisputed Charges in accordance with Clause 3;

12.1.4. where Whinstone is obliged to comply with an order, instruction or request of Government, court, law enforcement agency or other competent administrative or regulatory authority, in which case Whinstone shall provide notice to the Customer as soon as possible, and cooperate with the Customer to mitigate losses or take other appropriate actions;

12.1.5. in an emergency; or

12.1.6. where Whinstone has reason to terminate this Agreement in accordance with its terms.

12.2. Where suspension of the Services is necessary in accordance with the provisions of Clause 12.1.2, Whinstone will carry out such work as Scheduled Maintenance but in circumstances where this is not possible, Whinstone shall use all reasonable endeavors to perform such work between the hours of midnight and 6am and shall restore the Services as soon as reasonably practical in the circumstances.

12.3. If Whinstone exercises its right of suspension under this Clause, this will not exclude its right to terminate this Agreement later in respect of that or any other event, nor will it prevent Whinstone claiming damages from the Customer in respect of any breach.

13. TERMINATION

13.1. This Agreement shall commence on the Effective Date and shall continue for a period of One hundred twenty (120) months from the RFU Date ("**Initial Term**") unless and until terminated in accordance with this Clause 13.

This Agreement shall be automatically extended for a period of 12 months ("**Extended Term**") at the end of the Initial Term and at the end of each Extended Term. The Customer can terminate the contract at the end of the twelfth month of the Initial Term or any Extended Term with no penalty by notifying Whinstone in writing sixty (60) days prior to the end of the contract. Unless notified in writing of termination by the Customer as mentioned above, the Customer contract will renew automatically for an additional twelve (12) months under the same conditions.

13.2. Customer Elected Termination. Whinstone understands and agrees that the Customer shall have the right to elect not to provide a RFU Notice in relation to this Agreement. If no RFU Notice is provided to Whinstone prior to June 1, 2028, this Agreement shall be considered terminated with immediate effect and any rights or obligations of either Party under this Agreement shall be null and void.

13.3. Termination for Cause. Either party (the "**Non-Defaulting Party**") may terminate this Agreement (without prejudice to its other rights and remedies) with immediate effect by written notice to the other party (the "**Defaulting Party**") if:

13.3.1. the Defaulting Party commits a material breach of any of its material obligations under this Agreement (including failing to pay any sums payable under this Agreement by the due date) and if the breach is capable of remedy, fails to remedy it during the period of 30

Doc ID: 0576bfab07d364f2cb98c7a9e3e9486c652860cc
0576fabe07d364f2cb98c7a9e3e9486c652860cc
RHOD-BK-00015893

days starting on the date of receipt of notice from the Non- Defaulting Party specifying the breach and requiring it to be remedied; or

13.3.2. the Defaulting Party becomes insolvent including being unable to pay its debts as they fall due and/or that the value of its assets is less than the amount of its liabilities, taking into account its contingent and prospective liabilities, proposes an individual, company or partnership voluntary arrangement, has a receiver, administrator or manager appointed over the whole or any part of its business or assets; if any petition shall be presented, order shall be made or resolution passed for its winding up (except for the purpose of a bona fide amalgamation or reconstruction), bankruptcy or dissolution (including the appointment of provisional liquidators/interim receivers or special managers); if it shall otherwise propose or enter into any composition or arrangement with its creditors or any class of them; if it ceases or threatens to cease to carry on business or if it claims the benefit of any statutory moratorium; or

13.3.3. the Defaulting Party suffers, or there occurs in relation to that party, any event which is analogous to any of the events referred to in Clause 13.2.2 in any part of the world.

13.3.4. In the case that the Customer terminates this Agreement due to Whinstone's failure to cure a default, or the matters specified in Clause 13.3 or 13.4, Whinstone will pay for the costs to decommission, clean, package onto pallets and ship the Customer equipment to a new location. Whinstone will also pay Customer's lost revenue from mining resulting from such termination converted to US dollars, which shall be calculated based on the average market price of the mined digital asset and mining difficulty levels for a period of four calendar weeks from the date of the termination.

13.4. It is in the best interest of both Parties to pursue all reasonable efforts to remedy any issues with the Services or Service Level Agreement without termination or penalties. In cases of negligence or failure to maintain the Service Level Agreement for more than two (2) consecutive months, the Customer shall be entitled to the right to terminate the Agreement.

13.5. If Whinstone fails to install all of the Customer Equipment within 60 days of the RFU Date, the Customer shall be entitled to terminate or suspend the Agreement, and Whinstone shall refund the customer the 90% of the installation charges.

13.6. Either Party may terminate this Agreement with immediate effect by written notice and without further obligation or liability to the Customer if required by any law enforcement or other government or regulatory organization or authority or by the courts.

13.7. All rights and obligations of the Parties shall cease to have effect immediately upon termination of this Agreement, except that termination shall not affect:

13.7.1. accrued rights and obligations of the Parties at the date of termination; and

13.7.2. the continued survival and validity of the rights and obligations of the Parties under Clauses 7, 8, this Clause 13.4 and Clauses 15, 17 and 19 and any other provisions of this Agreement necessary for the interpretation or enforcement of this Agreement.

13.8. For the avoidance of doubt, save where otherwise agreed in writing between the Parties, termination of any Services at a site does not constitute termination of this Agreement, and, where this Agreement has been terminated in accordance with its terms, all Services will automatically terminate upon such termination.

13.9. Upon termination of this Agreement, the Customer shall at its own cost and expense return to Whinstone all IP addresses provided to it by Whinstone.

Doc ID: 0576bfab07d364f2cb98c7a9e3e9486c52860acc
0576bfab07d364f2cb98c7a9e3e9486c52860acc

RHOD-BK-00015894

14. ANTI-BRIBERY AND CORRUPTION

Each Party warrants and represents that it has not and will not carry out any act that could be an offense under anti-bribery laws.

15. APPLICABLE LAW

This Agreement shall be governed by Texas Law and the parties hereby submit to the exclusive jurisdiction of the Texas courts.

16. GENERAL

16.1. No failure or delay of either Party in exercising its rights hereunder (including the right to require performance of any provision of this Agreement) shall be deemed to be a waiver or release of such rights. Any waiver or release must be specifically granted in writing signed by the Party waiving its rights and shall:

16.1.1. be confined to the specific circumstances in which it is given;

16.1.2. not affect any other enforcement of the same or any other right; and

16.1.3. unless it is expressed to be irrevocable, be revocable at any time in writing.

Any single or partial exercise of any right, power or remedy provided by law or under this Agreement shall not preclude any other or further exercise of it or the exercise of any other right, power or remedy.

16.2. If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:

16.2.1. the legality, validity, or enforceability in that jurisdiction of any other provision of this Agreement; or

16.2.2. the legality, validity, or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

16.3. All work performed by Whinstone under this Agreement shall be performed as an independent contractor and not as an agent of the Customer and neither Party shall be, nor represent itself to be, the employee, agent, representative, partner or joint venture of the other. Neither Party shall have the right or authority to assume or create an obligation on behalf of or in the name of the other or to otherwise act on behalf of the other. The performing Party shall be responsible for its employees' compliance with all applicable laws, rules, and regulations while performing work under this Agreement.

16.4. No modification, amendment or other change may be made to this Agreement or any part thereof unless reduced to writing and executed by authorized representatives of Whinstone and the Customer. Unless expressly so agreed, no modification or variation of this Agreement shall constitute or be construed as a general waiver of any provisions of this Agreement, nor shall it affect any rights, obligations or liabilities under this Agreement which have already accrued up to the date of such modification or waiver, and the rights and obligations of the Parties under this Agreement shall remain in full force and effect, except and only to the extent that they are so modified or varied.

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015895

17. ENTIRE AGREEMENT

17.1. This Agreement constitutes the entire understanding between the Parties concerning the subject matter of the Agreement and supersedes any previous agreement or understanding between the Parties in relation to the subject matter.

17.2. With effect from the date of this Agreement all Services shall be provided solely in accordance with the terms of this Agreement and all prior agreements and understandings between the Parties in relation to the same shall be deemed terminated from the date hereof. Save in respect of rights and liabilities arising prior to such date, all such prior agreements and understandings shall cease to be of effect from the date of signature of this Agreement. In no event shall the pre-printed terms and conditions found on any Customer purchase order, acknowledgement, or other form be considered an amendment or modification of this Agreement, even if such documents are signed by representatives of both Parties; such pre- printed terms and conditions shall be null and void and of no force and effect.

17.3. Each Party acknowledges and agrees that in entering into the Agreement or in amending any part of this Agreement, it has not relied on any statement, representation, warranty, understanding, undertaking, promise or assurance (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in the Agreement. Each Party irrevocably and unconditionally waives all claims, rights and remedies which but for this clause it might otherwise have had in relation to any of the foregoing.

17.4. Nothing in Clauses 17.1 to 17.3 (inclusive) shall limit or exclude any liability for fraud.

18. COUNTERPARTS

18.1. This Agreement shall be executed in two originals, each Party shall retain one original respectively This Agreement shall not be effective until each of the Parties has executed at least one counterpart.

18.2. Each counterpart shall constitute an original, but all the counterparts shall together constitute one and the same instrument.

19. THIRD PARTIES

It is agreed that this Agreement is not intended to and does not give to any other person who is not a party to this Agreement any rights to enforce directly any provisions contained in this Agreement except for any person to whom the benefit of this Agreement is assigned or transferred in accordance with Clause 9.

20. FURTHER ASSURANCE

Each Party shall, if requested by the other Party and at the other Party's cost, execute or cause to be executed all documents and do or cause to be done all further acts and things as may be necessary in order to vest in and secure to the other Party and its successors in title the full benefit of the assets, rights and benefits to be transferred or granted to the other Party under this Agreement and for the protection and enforcement of the same and otherwise to give effect to this Agreement and to the rights and obligations contained within this Agreement.

Doc ID: 0576bfab07d364f2b98c7a9e3e9486c652860acc
RHOD-BK-00015896

The Agreement shall come into force from the seal or signature date by both Parties. This Agreement is made out in two original copies, one copy to be held by each Party in witness thereof.

CUSTOMER:

On behalf of Rhodium JV LLC,
By: Imperium Investments Holdings LLC
Its: Manager

x Cameron Blackmon

By: Cameron Blackmon

Its: Manager

Date: 06 / 30 / 2020

WHINSTONE:

On behalf of Whinstone US, Inc.

x Chad Everett Harris

Name: Chad Everett Harris

Title: Director

Date: 07 / 09 / 2020

Doc ID: 0576[illegible]cc

EXHIBIT 1

Doc ID: 0876fade9d624fd22be6c744ce0955a4d7e8da
RHOD-BK-00015898

New Hosting Service Agreement No. #R-5MW-017

THIS AGREEMENT (defined below) shall be effective upon the date of receipt of the electronic signature by Whinstone US, Inc.

BY AND BETWEEN

Whinstone US, Inc., a company having its registered office located at 2721 Charles Martin Hall Road, Rockdale, Texas 76567("**Whinstone**")

AND

Rhodium JV LLC of 7546 Pebble Drive, Fort Worth, Texas 76118, (the "**Customer**").

Whinstone and the Customer are referred to individually as "**Party**" and collectively as "**Parties**".

WHEREAS

(A) Whinstone wishes to provide electrical power at its site under the terms and conditions contained in this New Hosting Service Agreement entered into by and between the Parties as of the seal or signature date of both Parties with a Ready For Use ("**RFU**") Date to be set by the Customer no sooner than thirty (30) days from the date of the RFU Notice (as hereinafter defined); and

(B) The Customer desires to utilize Whinstone's services and intends operate 5 MW of Miners and immersible equipment on Whinstone's property in Rockdale, Texas.

NOW THEREFORE, the parties hereby agree as follows:

1. DEFINITIONS

1.1. In this Agreement the following words and expressions shall have the meanings set out below. Additional terms may be defined in the context of particular provisions of this Agreement:

"**Agreement**" means these terms and conditions, any orders placed under them, and any amendments or additions or replacements to any of the aforementioned;

"**AUP**" or "**Acceptable Usage Policy**" means Whinstone Acceptable Usage Policy from time to time which, at the date of this Agreement, is set out in a Schedule to this Agreement;

"**Advanced Remote Hands Service**" means repair and maintenance services that require taking Customer Equipment off rack as detailed in Clause 2.4 below;

"**Background IP**" shall have the meaning set out in Clause 6.5 below;

"**Basic Remote Hands Service**" means repair and maintenance services performed without taking Customer Equipment off rack as detailed in Clause 2.3 below;

"**Business Day**" means a day which is not a Saturday, Sunday or a public holiday in the United States;

"**Capital Expenditure**" shall have the meaning ascribed to that term in Clause 3.14.1 below.

"**Confidential Information**" means the terms of this Agreement and all information whether in written or any other form which has been or may be disclosed in the course of the discussions leading up to the entering into or performance of this Agreement and which is identified as confidential or is clearly by its nature confidential including information relating to this Agreement or the Services, data used or generated in the provision of the Services, or any of Customer's products, operations, processes, plans or intentions, know- how, trade secrets, market opportunities, customers and business affairs;

"**Customer Equipment**" means the Customer's Miners and other Customer equipment installed in the Licensed Area;

"**Data Center**" means the Whinstone leased site located at the former Alcoa Rockdale Energy Sandow Mine facility in Rockdale, Texas;

"**Data Center Rules**" means the rules applying to the Customer's use of the Data Center;

"**Data Protection Laws**" means the laws and regulations governing the use of personal data;

"**Defaulting Party**" shall have the meaning set out in Clause 13.2 below;

"**Developed IP**" shall have the meaning set out in Clause 6.5 below;

"**Extended Term**" shall have the meaning set out in Clause 13.1 below;

"**Force Majeure**" means any event beyond the reasonable control of either or both of the parties including but without limitation to war, civil war, armed conflict or acts of terrorism or a public enemy or other catastrophes, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule or regulation or direction coming into force after the date of this Agreement, epidemics, pressure waves caused by devices traveling at supersonic speeds, nuclear accident, and acts of God and strikes, slowdowns, lockouts or other labor stoppages excluding employee(s) of Whinstone affecting third parties which in each case causes either party to be unable to comply with all or a material part of its obligations under this Agreement;

"**Hosting Service**" means service providing electrical power and ventilation to the Customer Equipment as detailed in Clause 2.2 below;

"**Initial Term**" shall have the meaning set out in Clause 13.1 below;

"**Intellectual Property**" means all intellectual property, including patents, utility models, trade and service marks, trade names, domain names, rights in designs, copyrights, moral rights, topography rights, rights in databases, trade secrets and know-how, in all cases whether or not registered or registrable and including registrations and applications for registration of any of these and rights to apply for the same, rights to receive equitable remuneration in respect of any of these and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world;

"**IP Connection Service**" means the connection to the Customer Equipment permitting communication with the Internet as specified in the Service Details;

"**Licensed Area**" means the Building C where the Customer Equipment will be placed;

Doc ID: 0576fabd07d364f2cb98c7a9e3e9486c52860cc
RHOD-BK-00015900

"**Maintenance**" means any work carried out by Whinstone in order to upgrade, improve or maintain the Service including any modification, change, addition or replacement which does not detract from, reduce or impair the overall quality or performance of the Service;

"**Miners**" means cryptocurrency mining machines, which are part of the Customer Equipment, which connect using the IP Connection Service and send computation results to the Mining Pool.

"**Mining Pool**" is the pooling of resources by Miners, who share their processing power over a network, to split the reward equally, according to the amount of work they contributed to the probability of finding a block.

"**Services**" collectively means Hosting Service, Basic Remote Hands Service, and Advanced Remote Hands Service, with the Hosting Service and Basic Remote Hands Service provided as needed to the Customer;

"**Service Details**" means service details in the format provided by Whinstone pursuant to which the Customer may request Services;

"**Party**" means Whinstone and the Customer (as the case may be) and shall include their permitted assignees and "**Parties**" shall mean both of them;

"**Pass Through Rate**" shall have the meaning set out in Clause 3.11.2 below;

"**Personal Data**" shall have the meaning as defined under the Data Protection Laws;

"**PPM Agreement**" shall have the meaning set out in Clause 3.11.2 below;

"RFU Date" means the Ready For Use Date, which is the date Whinstone will fully provide the Customer the Services;

"RFU Notice" means the written notice provided by the Customer to Whinstone setting the Ready For Use Date. This RFU Notice shall be provided to Whinstone no less than thirty (30) days prior to the Ready For Use Date set forth in the RFU Notice.

"**Representatives**" means, in relation to any party, its officers, employees and agents;

"**Scheduled Maintenance**" means Maintenance that is: (i) carried out between the hours of 12:00 am to 6:00 am; and (ii) notified to the Customer at least five (5) Business Days in advance;

"**Specified Power Draw**" shall have the meaning set out in Clause 3.13 below;

"**Whinstone Equipment**" means any equipment which is supplied by or on behalf of Whinstone to the Customer for the purpose of providing the Services and includes any equipment specified in Service Details; and

1.2. In the event of any conflict between any of the documents referred to in this Clause 1.2, they shall be given the following order of priority:

1.2.1. the terms of the relevant Service Details;

1.2.2. the terms set out in this Agreement; and

1.2.3. the terms set out in the AUP.

Doc ID: 0576fabd96624d22b8647446e8553a4d3f0da3cc
RHOD-BK-00015901

1.3. In the Agreement:

1.3.1. references to Clauses, paragraphs and subparagraphs are references to clauses, paragraphs, subparagraphs of or to this Agreement;

1.3.2. the headings contained in this Agreement are for convenience only and shall not influence the interpretation of this Agreement;

1.3.3. any reference to a statute, statutory provision, subordinate legislation, code or guideline ("legislation") is a reference to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation.

1.4. Whinstone and the Customer each represents and warrants to each other that it has the power to enter into, exercise its rights under and perform and comply with its obligations under this Agreement and all actions, conditions and things required to be taken, fulfilled and done by it to so enter into, exercise its rights under and perform and comply with its obligations under this Agreement and ensure that those obligations are valid, legally binding and enforceable have been taken, fulfilled and done.

2. SERVICE DESCRIPTION

2.1. Data Center Facilities

2.1.1. Whinstone will provide an installation environment for the Customer Equipment including, but not limited to, the Licensed Area in two buildings, rack systems, electricity supply (including PDU), transforming equipment, free air cooling (including evaporative cooling and single phase liquid cooling), smoke detection, IP Connection Service and physical security. Physical security includes 24-hour patrol, camera security, and a fence around the Licensed Area.

2.1.2. Whinstone shall grant the Customer, free of charge, escorted access to the property in Rockdale, TX for equipment inspections, installation, removal, additions, subtractions or physical maintenance by prior appointment.

2.1.3. With written prior consent of the Customer, Whinstone may relocate the Customer Equipment within the Data Center or to another facility operated by Whinstone provided that there are no changes to the terms of this Agreement. Any such relocation of the Customer Equipment will be carried out by Whinstone. Any costs incurred in relation to such relocation will be borne by Whinstone. The Customer shall reserve the right to inspect the new facility beforehand.

2.1.4. When the Customer visits the property in Rockdale, TX or accesses the Data Center network remotely the Customer shall at all times comply with the Data Center Rules that have been provided to the Customer in advance; provided, however, that the Customer shall only be obligated to comply with such Data Center Rules to the extent that they are reasonable. Whinstone shall provide the Customer a copy of the Data Center Rules and shall send a new copy if there are any changes made therein.

2.1.5. Whinstone represents and warrants that building or other permits, city inspection, or certification is not required with regard to providing services under this Agreement.

2.1.6. Whinstone represents and warrants that the Data Center has been certified by the Texas Comptroller of Public Accounts as, and is presently publicly registered with the Texas Comptroller as a "Qualifying Data Center" within the meaning of the Texas Tax Code Section 151.359 and the rules promulgated thereunder, and, as such, is entitled to claim an exemption from the Texas state sales tax for qualifying purchases. Whinstone

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c652860cc
RHOD-BK-00015902

covenants and agrees that the Data Center shall remain certified by and publicly registered with the Texas Comptroller as a "Qualifying Data Center" during and throughout the Initial Term.

2.2. Overview of Hosting Service

Whinstone shall be responsible for the following:

2.2.1. License of the Licensed Area.

2.2.2. Provision of the cabling for a connection to the IP Connection Service by way of a CAT 5e Ethernet cable.

2.2.3. Escorted access by the Customer's employees to the Customer Equipment at any time from 10 am to 5 pm Monday through Friday.

2.2.4. Monitored alarm and security call out service.

2.2.5. Physical Security: The facility will be surrounded by fencing and monitored by security cameras. Whinstone shall implement access control policies to ensure non-authorized persons are not able to enter the facility. Armed personnel will be onsite at all times.

2.2.6. IT Security: Whinstone will install a firewall and implement an IT security policy to prevent unauthorized access physically or remotely, viruses and ransomware. However, the Customer shall have the right to install its own firewall and implement its own security policies in the place of or in addition to Whinstone as mutually agreed to by both parties.

2.2.7. Fire detection and alarm system.

2.2.8. Equipment parts storage and inventory management.

2.2.9. After the RFU Date, acceptance of delivery of the Customer Equipment between 10:00 am to 4:00 pm on Business Days, subject to two (2) Business Days' notice to Whinstone, to be stored prior to installation.

2.2.10. Whinstone will be solely responsible for handling any complaints from third parties with respect to the noise from the Customer Equipment and shall hold the Customer harmless from any responsibility or costs arising out of or in relation to such complaints.

2.2.11. Whinstone will install all Customer Equipment on the data center racks, provide power and internet connection within thirty days of RFU Date. Installation includes unpacking, assembly and installation, LAN cable and power connection, initial setting, and garbage disposal.

2.2.12. Whinstone will provide stable power supply to the Customer's equipment at 240V. The equipment's power consumption may be adjusted by following instructions from the manufacturer. Whinstone will comply with any request from the Customer to adjust the power consumption if the total power consumption of all Customer equipment does not exceed the Specified Power Draw, or fall below eighty percent (80%) of the Specified Power Draw, unless both Parties mutually agree to do so.

2.2.13. Whinstone will follow the Service Level Agreement in Clause 4 and make its best efforts to ensure:

i. Average air intake temperature into the Customer's Miners is not greater than 30 degrees Celsius by maintaining sufficient airflow, preventing mixing of cool and

Doc ID: 0576fabb97d3641e2b98c7a9e3e9486c652860cc
RHOD-BK-00015903

hot exhaust air from the equipment in the data center, and using evaporative cooling;

ii. Filters are used in the air intake system of the data center facility, and the air inside the data center is free of dust, insects, corrosion, precipitation and condensation.

iii. Intake and exhaust fans are free of obstruction or debris.

2.2.14. Whinstone will label all the Customer Equipment, cables, replacement parts to track inventory, replacement parts, and to make Basic Remote Hand Service the most efficient.

i. Whinstone will reference Miners with a unique identifiable identification number when giving reports to the Customer;

ii. For equipment other than Miners which may not have a unique ID number, Whinstone will properly label and store the equipment separate from other customers in the data center.

2.2.15. Whinstone will provide monthly reports to the Customer. These reports shall contain a summary of monthly power draw as measured from power consumption meters and include appropriate billing owed to Whinstone by the Customer.

2.2.16. Whinstone will provide Basic Remote Hands Service at no extra charge as outlined in Clause 2.3.1 and will offer Advanced Remote Hands Service for additional cost as outlined in Clause 2.4.1.

2.2.17. Customers may inspect the site before shipping its equipment and supplies to bring the Customer's Miners online. Upon completion of the inspection, the Customer may reduce the Specified Power Draw cited in Clause 3.12.1 if the site does not meet Customer's expectations and reduce the Advanced Remote Hands Service fee by the same proportionate amount as the reduction of Specified Power Draw.

2.3. Basic Remote Hands Service

2.3.1. Basic Remote Hands Service is available twenty-four (24) hours a day, seven (7) days a week. Where requested by the Customer, Whinstone staff shall be available to perform the following tasks only on the instructions of the Customer in respect of the Customer Equipment:

i. Remote monitoring of equipment performance and status;

ii. Remote fault diagnosis;

iii. Pushing a button;

iv. Switching a toggle;

v. Power cycling (turning on/off) the Customer Equipment;

vi. Re-setting, rebooting the Customer Equipment;

vii. Securing cabling to connections

viii. Observing, describing and/or reporting to the Customer indicator lights or display information on machines or consoles;

ix. Cable organization;

Doc ID: 0576baf07d3641...
RHOD-BK-00015904

x. Modifying basic cable layout, labelling and/or re-labelling of the Customer Equipment;

xi. Cable patching;

xii. Checking alarms for faults; and/or

xiii. Inserting/removing discs or equivalent storage devices into/ from the Customer Equipment.

2.4. Advance Remote Hands Service

2.4.1. The following Advanced Remote Hands Services are not included in the Basic Remote Hands Service but may be provided by Whinstone to the Customer on a best effort basis. Unless explicitly expressed in Clause 2.3.1, in cases of ambiguity between Advanced Remote Hands Services and Basic Remote Hands Services, Advanced Remote Hands Services shall come into effect if the Customer Equipment must be taken off the rack:

i. Installing applications or software to the Customer Equipment;

ii. Uploading of data to the Customer Equipment;

iii. Configuring the Customer Equipment operating system;

iv. Configuring any software or applications on the Customer Equipment;

v. Customer Equipment component fault diagnosis;

vi. Software component fault diagnosis;

vii. Rectifying problems caused by the Customer Equipment or software;

viii. Rectifying problems caused by the Customer; or

ix. Any service whatsoever requiring the opening of the outer casing of any of the Customer Equipment.

2.4.2. Communication for Advance Remote Hands Service shall be done via email or Whinstone's ticketing system. Whinstone will follow the Service Level Agreement as well as the work schedule specified in Clause 4.

2.4.3. Advanced Remote Hands Service shall be provided by Whinstone to the Customer for a fixed monthly fee as detailed in Clause 3.12, separately from Hosting Fees which includes only the Basic Remote Hands Service.

3. CHARGES AND PAYMENTS

3.1. In consideration of the provision of the Services, the Customer shall pay charges in accordance with this Clause 3.

3.2. Whinstone shall issue a monthly invoice to the Customer no later than the tenth day of the following month containing all charges and fees for providing the Services under this contract, including the Hosting Fees prepayment under 3.11.2. The Customer shall pay the undisputed amounts of such invoice no later than the last day of the month in which the Customer receives it.

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015905

3.3. If the Customer requests Whinstone to provide any services other than contemplated in this Agreement, Whinstone shall be entitled to invoice the Customer for any and all changes to such services pursuant to the agreement between the parties.

3.4. If either Party fails to pay any amount owed under this Agreement by the dates set forth herein:

3.4.1. The Party to receive payment shall be entitled but not obliged to charge the Customer interest at a rate of 5% per year on the overdue amount commencing 14 business days after the due date up to the date of actual payment.

3.4.2. Actual power consumption is measured at the end of each month, and a credit or debit is applied toward the next hosting fee prepayment invoice. If the credit or debit is not paid or applied on that invoice, the Party to receive payment shall be entitled but not obliged to charge the other Party interest 5% per year on the overdue amount commencing 14 business days after the due date of the invoice to the date of actual payment.

3.5. All charges and payments referred to in this Agreement are inclusive of sales tax (if applicable) and all similar taxes and duties payable in respect of such payments. To the extent that additional tax is properly chargeable to the Customer, the Customer shall pay at the time that the payment becomes due.

3.6. All amounts due under this Agreement shall be paid in accordance with all work performed and services provided. In the event that the Parties change the scope of the services, Whinstone and the Customer will agree on all billing changes and handle each credit or debit once there is a mutual agreed amount.

3.7. In the event of any failure by either Party to make full payment to the other Party of any and all amounts due pursuant to this Agreement, the Party owing payment shall be responsible for all costs and expenses which the other Party reasonably incurs in collecting such amounts.

3.8. The Parties may combine charges and invoices and offset any amounts owed to the other Party.

3.9. This Clause intentionally left blank.

3.10. Installation Fees

3.10.1. This Clause intentionally left blank.

3.10.2. Installation is considered complete when the Miner is seen remotely connecting to the Mining Pool and sending computation. In cases of faulty equipment, installation will be considered complete when Whinstone diagnoses the fault, sends a report to the Customer, and completes installation of alternative equipment.

3.10.3. This Clause intentionally left blank.

3.11. Hosting Fees

3.11.1. The Hosting Fees cover all services and items specified in this Agreement except for Advanced Remote Hands Service in Clause 3.12 and is calculated based on the power consumption of the Customer Equipment and shall not include Whinstone's own equipment (PUE) or the equipment of Whinstone's other customers.

3.11.2. The Hosting Fee rate is the lesser of either (i) $0.01705 USD or (ii) the "Pass Through Rate" as hereinafter defined. As used herein, the "**Pass Through Rate**" is defined as the lesser of either (i) the "Net Effective Rate" as that rate is defined and calculated in the

Doc ID: 0576bfab07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015906

Pro Forma Pricing Model attached as Attachment C to that certain Power Services Agreement entered into by and between Whinstone and Priority Power Management LLC on April 3, 2020 (the "**PPM Agreement**") or (ii) the exact price at which Whinstone is billed monthly for electricity provided to Customer per kilowatt-hour. The Hosting Fee rate shall remain unchanged for 3 (three) consecutive years under any Extended Term under Clause 13.1. Whinstone will install power consumption meters at the transformers.

3.11.3. Whinstone, to the best of its knowledge, confirms that the "Pass Through Rate" is presently $14.74 per Megawatt Hour as shown in the Pro Forma Pricing Model attached as Attachment C to the PPM Agreement, a materially accurate copy of which is attached hereto as Exhibit "1". Customer understands that this rate is variable.

3.11.4. Hosting Fee rate = $17.05 per Megawatt Hour or lower depending on the "Pass Through Rate" for 3 years, with the option to renew for the remainder of the Initial Term at the same pre-agreed upon terms seen in 3.11.2, in one year increments. Whinstone will invoice a 5,000 kW upon deployment of the Customer Equipment. Whinstone will require the payment to be made fifteen days prior to powering the Licensed Area.

3.12. Advanced Remote Hands Service Fee

3.12.1. Whinstone will invoice the Customer a fixed monthly fee of $1,667.00 (USD) for the Advanced Remote Hands Services based on a scale of 1317 Miners, or 5mW equivalent. Whinstone will invoice Advanced Remote Hands Services together with the Hosting Fees and the applicable period for services rendered shall be the same month as the Hosting Fees unless otherwise specified. Notwithstanding the prior sentence, until all Specified Power Draw is provided, and all the Miners have been installed, Whinstone will invoice the Customer for Advanced Remote Hands Services based on the average number of installed Miners during the prior month. This fixed monthly fee will be credited towards Customer's power bill in the result that there is greater than or equal to eighty percent (80%) of the Specified Power Draw at the rate specified in Clause 3.11.1

3.12.2. Whinstone will adhere to all sections of the Service Level Agreement in Clause 4 as well as those specifically detailed for the Advanced Remote Hands Service.

3.12.3. In the likely result that the Advanced Remote Hands Service Fee is not necessary for Customer because they are monitoring their own systems with on-site staff, Customer will elect, in writing, that this service is no longer needed. Upon election and acceptance from Whinstone, this fixed monthly fee will be waived indefinitely.

3.13. Specified Power Draw

3.13.1. Whinstone will provide the Customer with at least 5,000 kW (5) MW of power available for the Services by the RFU Date. As a minimum commitment, regardless of power consumption, the Customer shall pay for Hosting Fees for greater than or equal to eighty percent (80%) of the Specified Power Draw at the rate specified in Clause 3.11.1.

3.13.2. Customer and Whinstone agree, to the best of their ability, to be fair in negotiations and working to a mutually beneficial decision in the result of unforeseen circumstances.

For Purpose of Example and Reference, a cost of power calculation has been provided below based on $17.05/mWh ($0.01705/kWh), the "Hosting Fee rate"

30-day month: 5,000 kW * Hosting Fee * 24 hours * 30days = $61,380.00
31-day month: 5,000kW * Hosting Fee * 24 hours * 31days = $63,426.00

3.13.3. If Whinstone determines that the over-usage of power cannot be reasonably permitted, Whinstone reserves the right to require the Customer to remove or deactivate sufficient

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015907

Customer Equipment to prevent such over-usage within 24 hours of notification, which will describe in detail the reasons for the removal or deactivation. Whinstone shall consult with the Customer in good faith before determining to remove or deactivate.

3.14. The Customer will pay to Whinstone the "Capital Expenditure" (as defined in the following sentence) not to exceed $800,000. The Capital Expenditure shall be paid in full to Whinstone no later than five (5) business days after the RFU Notice is provided. The "**Capital Expenditure**" is defined as the lesser of either (i) the actual costs of construction and buildout of the infrastructure, building and power requirements of the Licensed Area or (ii) Eight Hundred Thousand U.S. Dollars ($800,000.00 USD). No later than thirty (30) days after the the RFU date, Whinstone shall provide to Customer a full accounting of the actual costs of construction and buildout of the infrastructure, building and power requirements of the Licensed Area along with accurate receipts, bookkeeping, and proof of purchase for all invoices exceeding $5,000 per line item.

3.15. This Clause intentionally left blank.

3.16. Whinstone agrees that all costs of construction and buildout of the infrastructure, building and power requirements of the Licensed Area greater than $800,000 will be at the sole cost and expense of Whinstone. Whinstone agrees that, in the result of which this $800,000 is more than necessary for the Capital Expenditure, Whinstone will refund the remaining funds to Customer.

3.17. Whinstone represents and warrants that the Capital Expenditure and Hosting Fees shall be exempt from Texas state sales tax because the expenditures for which the Capital Expenditure and Hosting Fees will be allocated are qualifying purchases for a "qualifying data center" within the meaning of Texas Tax Code Section 151.359 and the rules promulgated thereunder. In the event that, at any time during the Initial Term, any Texas state sales tax should be assessed on any portion of the Capital Expenditure or any portion of the Hosting Fees, Whinstone shall pay such Texas state sales tax solely from its own funds and shall indemnify and hold harmless the Customer from any and all liability, charges, costs, assessments, fees, fines, penalties and interest arising out of such assessment.

3.18. Whinstone agrees that the Capital Expenditure allows Customer complete use of the Licensed Area for a continuous, uninterrupted period of ten (10) years, unless otherwise mutually agreed upon by both Parties in writing at a later date.

4. OPERATIONS AND SERVICE LEVEL AGREEMENT ("SLA")

4.1. Whinstone reserves the right to vary the technical specifications of the Services where necessary for operational reasons and without detracting from, reducing or impairing the overall quality or performance of the Services, after giving reasonable written notice to the Customer (except in the case of an emergency where notice is not possible; provided, however, that in such case, Whinstone shall provide notice to the Customer then as soon as reasonably possible).

4.2. Without prejudice to Clause 4.1, Whinstone reserves the right to, after providing the Customer with reasonable advance written notice (provided, however, that in the event of an emergency, as soon as reasonably possible) at any time to make any change, addition to or replacement of any part of the Services where this is required to conform with any applicable safety, statutory or legal requirement, provided that this does not detract from, reduce or impair the overall quality or performance of the Services.

4.3. The Customer may report any claims including failures of performance of the Services by Whinstone to the Whinstone support center at any time. Whinstone shall take all actions necessary to remedy such failures as soon as possible.

Doc ID: 0576bfab07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015908

4.4. Interface or access to inventory, monitoring and Hashtrend software is provided to the Customer at no additional charge.

4.5. Uptime Guarantee

4.5.1. Whinstone guarantees an uptime percentage (percentage of time to maintain uninterrupted performance of the total Customer Equipment) of 96.35% and no more than 6 days of planned downtime due to loss of power, construction, or network outage.

4.5.2. Whinstone will not charge Customer for any power cost during the period of which there is interrupted performance of the total Customer Equipment.

4.5.3. Whinstone will give at least twenty-four (24) hours advance notice to the Customer via email before any datacenter downtime, or any downtime affecting more than one hundred (100) machines at one time.

4.5.4. If any unplanned event causes more than 10% of equipment to go offline, Whinstone will acknowledge the alert within 1 hour and report immediately to the Customer. Whinstone will attempt to begin remedy of the issue within 1 hour of alert acknowledgement and shall provide a full incident report within 5 business days of alert acknowledgement to the Customer.

4.6. Performance Guarantee

4.6.1. Whinstone will perform maintenance and repairs to ensure the total daily average hashrate of all machines does not fall by more than 5% below the Customer Equipment manufacturer's specified range.

4.6.2. If total hourly average hashrate of all Customer Equipment falls more than 10% compared to the previous hour, Whinstone will respond to the incident within 1 hour and provide a full incident report within 5 business days of the incident to the Customer.

4.6.3. Whinstone will make the best effort to employ a monitoring system to monitor uptime, performance and other machine metrics.

4.6.4. Whinstone shall maintain average hashrate overall for Customer Equipment within the tolerance range of the equipment manufacturer's specifications.

4.6.5. Whinstone shall acknowledge alerts from its monitoring system within 30 minutes and respond within 1 hour. If the problem cannot be corrected, the Customer Equipment affected will be place in a maintenance queue and reported to the Customer by the next business day.

4.6.6. Whinstone will reply to notices from the Customer on the same business day.

4.6.7. Whinstone shall maintain an intake temperature suitable for proper operation of the machines. If any machines do overheat, Whinstone shall turn them off as soon as possible and report the issue to the Customer.

4.7. Advanced Remote Hands Service

4.7.1. Whinstone will provide Advanced Remote Hands Service from 9 am to 9 pm, seven days a week. This service includes repairs, unracking/racking units, and replacement of parts such as hashboards, fans, controller boards.

Doc ID: 0576fabd07d364f2cb98c7a9e3e9486c52860acc
RHOD-BK-00015909

4.7.2. If the hourly hashrate performance of a single Miner drops more than 10%, Whinstone will respond within 30 minutes, and attempt to repair or replace faulty parts and components within 1 hour. If the issue cannot be resolved within 1 hour, Whinstone will place the equipment into a maintenance repair queue.

4.7.3. Whinstone shall reduce the maintenance repair queue at all times it is not responding to any incidents.

4.8. Whinstone will sell electricity in lieu of providing electricity to the Customer if the Ercot Market profitability exceeds the 250% of the contract price. The profit will be distributed 100% to the Customer.

5. WHITELABELING OF SERVICES

The Customer may white label the Services and arrangements under this Agreement on a back-to-back basis to specifically named third parties upon thirty-day notification to Whinstone, and Whinstone shall accept such execution of this right provided there are no changes to the terms of this Agreement. Any requested changes to warranties, representations, obligations, or service levels to be provided by Whinstone shall be negotiated in good faith by the Parties. Unless prior arrangement is made, the Customer shall be responsible for billing and collection associated with any white label offering.

6. OWNERSHIP AND INTELLECTUAL PROPERTY

6.1. The Parties acknowledge and agree that the Customer Equipment is the sole property of the Customer. In no event shall Whinstone claim ownership of any of the equipment.

6.2. The Parties acknowledge and agree that any outcomes or productivities, including but not limited to, block chains, hash and digital currencies, generated from the operation of the equipment are the sole property of the Customer. In no event shall Whinstone claim the ownership of any of such outcomes or productivities.

6.3. Whinstone shall not sell or create any mortgage, lien, or any kind of encumbrance on the Customer Equipment, the Intellectual Property, or any outcomes or productivities owned by the Customer.

6.4. The Customer will have a non-transferable license to use any IP address allocated by Whinstone to the Customer for the duration of this Agreement. If this Agreement is terminated for any reason, the Customer's license to use the IP address shall automatically terminate.

6.5. Customer owns any Developed IP. "**Developed IP**" means any intellectual property other than Background IP created or discovered by the Parties in connection with this Agreement, including without limitation any reports Whinstone provides to Customer. "**Background IP**" means all intellectual property owned or licensed by a Party before starting services under this Agreement or independent of services under this Agreement. The Developed IP is a work made for hire for the Customer to the extent permitted by applicable law, and Customer retains all intellectual property rights in the Developed IP. To the extent that Whinstone or its personnel own any rights in the Developed IP, Whinstone assigns, or will procure the assignment of, all rights, title, and interest in the Developed IP to Customer. If applicable law prevents future assignments, Whinstone will assign, or will procure the assignment of, such rights as these are created. If applicable law prevents Whinstone from transferring ownership of any

Doc ID: 0576b5ab07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015910

Developed IP to Customer, Whinstone grants Customer a perpetual, irrevocable, exclusive, royalty-free, fully-paid, transferable, worldwide license, with the right to sublicense, to: (1) reproduce, prepare derivative works of, distribute, publicly perform, publicly display, and otherwise use such Developed IP; and (2) make, use, sell, offer for sale, import, export any component of, and otherwise dispose of such Developed IP. This agreement does not transfer any rights associated with Background IP, which will remain vested with their owners.

6.6 Whinstone will defend Customer and its affiliates, and indemnify them against liabilities in any third-party legal proceeding to the extent arising from an unaffiliated third party's allegation that Customer or its affiliate's use of the Services or any deliverable under this Agreement from Whinstone infringes or misappropriates the third party's Intellectual Property Rights.

7. CONFIDENTIALITY

7.1. The parties agree that Confidential Information:

7.1.1. shall be used solely for the purpose for which it was furnished in connection with performance of this Agreement;

7.1.2. shall be maintained in strict confidence and shall not be disclosed to third parties, provided, however, that Whinstone and the Customer may disclose Confidential Information to their respective affiliates and sub-contractors and their respective employees who need to have access to such Confidential Information for the purposes of providing the Services on the condition that Whinstone and the Customer shall procure compliance by such sub-contractors or affiliates and their respective employees with the terms of this Clause 7; provided, however, that Whinstone and the Customer shall be responsible for any breach of the obligations set forth in this Clause 7 by such sub-contractors or affiliates and their respective employees; and

7.1.3. upon termination of this Agreement shall be returned to the disclosing Party, together with all copies, or (at the disclosing Party's option) destroyed.

7.2. Any disclosure of Confidential Information permitted under Clause 7.1.2 shall be in confidence, and only be to the extent that any persons to whom the information is disclosed need to know the same for the performance of their duties and the receiving Party shall be obliged to procure that all such persons are aware of the obligation of confidentiality and undertake to comply with it.

7.3. The obligations of confidentiality and restricted use set out in Clauses 7.1 and 7.2 are not applicable to Confidential Information that:

7.3.1. was previously or becomes known to the receiving Party, free from any obligation to keep the same confidential (provided that Confidential Information disclosed in contemplation of the provision of the Services shall still remain subject to such obligations);

7.3.2. is or becomes generally available to the public, other than as a direct or indirect result of unauthorized disclosure by the receiving Party, its affiliates or a person engaged by the receiving Party or its affiliates contrary to their respective obligations of confidentiality;

7.3.3. is shown to have been independently developed by the receiving Party, its officers, employees, agents or contractors;

7.3.4. the Parties agree in writing that it need not be kept confidential; or

Doc ID: 0576fab07d364f2cb98c7a9e3e9486c52860acc
RHOD-BK-00015911

7.3.5. is required to be disclosed by law or by regulation or by the order of any governmental authority or court provided that, to the extent permitted by law, prior to any disclosure, the receiving Party notifies the disclosing Party of the information to be disclosed and the circumstances in which the disclosure is alleged to be required as early as reasonably possible before such disclosure must be made and, at the disclosing Party's request and cost, assists the disclosing Party in avoiding or limiting any such disclosure.

7.4. Without prejudice to any other rights and remedies that the disclosing Party may have, the receiving Party agrees that if Confidential Information is used or disclosed or threatened to be used or disclosed other than in accordance with the terms of this Agreement, the disclosing Party shall, without proof of special damage, be entitled to seek an injunction, specific performance or other equitable relief for any actual or threatened breach of this Clause 7.

7.5. Notwithstanding Clause 7.1, Whinstone will request in writing to the Customer and request the Customer to participate in its advertising and/or promotional literature and other materials. The Customer has the right to opt out of any and all advertising request.

7.6. In order for Whinstone to provide the Services, the Customer will need to supply certain information or data. Where such information or data constitutes Personal Data, Whinstone will comply with the Data Protection Laws. The Parties shall duly observe and comply with all their obligations under the Data Protection Laws in relation to any Personal Data processed in connection with this Agreement and shall render such assistance and cooperation as is reasonably necessary or reasonably requested by the other Party in respect thereto.

7.7. It shall be the Customer’s responsibility to keep any Personal Data provided to Whinstone up to date and the Customer warrants and undertakes to Whinstone that all of its Personal Data and contact details are accurate and complete.

7.8. Whinstone may pass the Customer’s Personal Data to Whinstone affiliates and to any third-party suppliers Whinstone may use to provide services that involve processing data on Whinstone’s behalf for the purpose of providing the Services and as contemplated by the terms of this Agreement; provided, however, that Whinstone shall be responsible for any breach of the obligations set forth in this Clause 7 by such affiliates and third party suppliers.

8. LIABILITY, REPRESENTATIONS, WARRANTIES, AND INDEMNIFICATIONS

8.1. Both Parties represent and warrant that they have the right and capacity to enter into this Agreement and fully perform their respective obligations hereunder;

8.2. Whinstone shall perform the Services as described herein and shall provide the Services in a professional manner consistent with industry standards.

8.3. Whinstone hereby agrees to indemnify and hold harmless the Customer and any of its managers, owners, successors, licensees and assignees, from any and all losses, costs, liabilities, damages and expenses, including but not limited to, reasonable attorney fees resulting from any breach of any obligations, representation, warranty and/or covenant under this Agreement. Notwithstanding any provisions herein, Whinstone agrees to indemnify the Customer for any losses directly or indirectly caused by negligence or intentional or willful misconduct of Whinstone in its performance of obligations under this Agreement, including but not limited to, faulty operations, bad design, or misuse of the facilities in the datacenter.

Doc ID: 0576bfab07d364f2b98c7a9e3e9486c652860acc
RHOD-BK-00015912

8.4. If electrical supply is suspended for five (5) or more consecutive days, or more than seven (7) days in any twelve (12) month period due to any cause other than due to Force Majeure event, the Customer is entitled to suspend or terminate this Agreement by giving a written notice to Whinstone. Written notice will be signed and emailed to Whinstone, and a physical copy will be sent to Whinstone's registered address. The timestamp of the email will be considered the date of the receipt of such notice. If the Customer terminates this Agreement for the aforementioned reason, Whinstone shall pay for the costs to decommission, clean, package onto pallets and for the shipping cost to transport all Customer's Customer Equipment to a new location.

8.5. Neither Party excludes or limits its liability to the other Party for:

8.5.1. death or personal injury caused by its negligence;

8.5.2. fraud or fraudulent misrepresentation.

8.6. Subject to Clauses 6, 8.5, 8.7, and claims for outstanding payment, the aggregate liability of each Party to the other in contract, tort (including negligence), for breach of a statutory duty or otherwise arising under or in connection with this Agreement or its subject matter shall be limited to a sum equal to the greater of: (i) the aggregate charges payable by the Customer to Whinstone in the twelve-month period immediately prior to the date on which the cause of action first arose or, if the Agreement had been in force for less than twelve months at that date, the annualized amount of the charges payable by that date; and (ii) USD $250,000.

8.7. Subject to Clause 8.5 but notwithstanding anything else in this Agreement, the aggregate liability of:

8.7.1. the Customer to Whinstone for damage to property, in contract, (including negligence) or otherwise arising under or in connection with this Agreement shall be limited to a sum equal to the aggregate charges payable by the Customer to Whinstone in the twelve-month period immediately prior to the date on which the cause of action first arose or, if the Agreement has been in force for less than twelve months on such date, the annualized amount of the charges payable by that date; and

8.7.2. Whinstone to the Customer for damage to property, in contract, tort (including negligence) or otherwise arising under or in connection with this Agreement shall be limited to a sum equal to the aggregate charges payable by the Customer to Whinstone in the twelve-month period immediately prior to the date on which the cause of action first arose or, if the Agreement has been in force for less than twelve months on such date, the annualized amount of the charges payable by that date.

8.8. In no event will Whinstone have any liability for non-provision or delay in the provision of the Services which:

8.8.1. can be reasonably attributed to the acts or omissions of the Customer, its affiliates, employees, workers, sub-contractors, agents or customers including but not limited to failure to provide complete, accurate information in a timely manner for Whinstone;

8.8.2. arises from or as a consequence of use of the Services other than in accordance with the express terms of this Agreement; and/or

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015913

8.8.3. occurs during any period of suspension in accordance with Clause 12, provided, however, that this Clause 8.8 shall not apply in the case of willful misconduct or negligence by Whinstone, its affiliates, employees, workers, sub-contractors or agents.

8.9. The Customer acknowledges that Whinstone would not enter into this Agreement at the prices herein without the foregoing limitations of liability. Each Party acknowledges that the allocation of risk in this Agreement (including the exclusions and limitations set out in this Clause 8) has been freely negotiated at arm's length and is regarded by it as reasonable. The Customer acknowledges that it has had an opportunity to consider adequate insurance cover and to obtain professional advice in relation to this Clause 8.

8.10. Whinstone shall not be liable for any claim arising under this Agreement unless the Customer gives Whinstone written notice of the claim within twelve months of becoming aware of the circumstances giving rise to the claim.

8.11. Whinstone shall maintain minimum general business liability insurance in the amount of ten million US Dollars per occurrence or replacement value of the Customer's Customer Equipment, whichever is lower. This coverage will not include business income interruption coverage. The Customer is responsible for insuring their equipment and business income interruption insurance.

8.12. Whinstone represents to the Customer that it has secured rights to at least 100 acres of leased land for two years for the Data Center and secured for commercial access up to one (1) gigawatt of aggregated electricity that can be delivered to the Data Center, of which a portion of that may be incrementally offered to the Customer under an Extended Term.

9. ASSIGNMENT

9.1. This Agreement and all rights and obligations hereunder, in whole or in part, may be assigned or transferred by the Customer without the prior written consent of Whinstone. The Customer shall provide prompt written notice to Whinstone of any such assignment or transfer. Following such assignment or transfer, but provided that the Customer has provided written notice thereof to Whinstone, (i) the assignee or transferee shall assume and be liable to Whinstone for the full and faithful performance of all of the Customer's obligations under this Agreement and be considered the "Customer" for all purposes under this Agreement and (ii) Rhodium JV LLC shall have no further liability to Whinstone..

9.2. Whinstone may, upon receipt of the Customer's prior written consent, assign, sub-license or deal in any other manner with this Agreement or any rights under the Agreement, or sub-contract any or all of any or all of obligations under this Agreement to one or more of its affiliates or to any third party upon a sale of all or substantially all of its assets and will provide notice to the Customer of any such assignment, provided, however, that the Customer is provided with the Services under the same terms and conditions as those of this Agreement until the expiration of the Initial Term or the relevant Extended Term, as the case may be, of this Agreement.

10. FORCE MAJEURE

10.1. Neither Party shall in any circumstances be liable to the other for any loss of any kind whatsoever including any damages whether directly or indirectly caused or incurred by the

Doc ID: 0576bfab07d364f2cb98c7a9e3a9486c52860acc
RHOD-BK-00015914

other Party by reason of any failure or delay in the performance of its obligations hereunder which is due to Force Majeure.

10.2. If either of the Parties becomes aware of circumstances of Force Majeure which give rise to or which are likely to prevent the performance of any obligations on its part, it shall as soon as reasonably possible and in any event within five (5) Business Days after commencement of the Force Majeure serve notice in writing on the other Party specifying the nature and extent of the circumstances giving rise to Force Majeure.

10.3. If either Party is prevented from performance of substantially all of its obligations by Force Majeure for more than two (2) months in total, the other Party may terminate this Agreement by giving notice in writing to the other Party at any time, in which case neither Party shall have any liability to the other except that rights and liabilities which accrued prior to such termination shall continue to subsist.

11. NOTICES

11.1. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt, or (a) personal delivery to the Party to be notified, (b) when sent, if sent by electronic mail or facsimile during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the respective Parties at their address as set forth below, or to such e-mail address, as subsequently modified by written notice given in accordance with this Clause 11 herein:

11.2. The addresses of the parties for the purposes of Clause 11.1 are:

11.2.1. Whinstone US, Inc.

2721 Charles Martin Hall Road
Rockdale, Texas 76567
Marked for the attention of: Lyle Theriot
Email: Lyle.Theriot@whinstone.us
Attention: Lyle Theriot

11.2.2. Rhodium JV LLC.

7546 Pebble Drive
Fort Worth, Texas 76118
Marked for the attention of: Cameron Blackmon
Email: cameronblackmon@imperiumpartners.io
Attention: Cameron Blackmon

11.3. In proving service, it shall be sufficient to prove that the envelope containing such notice was addressed to the address of the relevant party set out in Clause 11.2 (or as otherwise notified by that party under this Clause) and delivered to that address.

12. SUSPENSION OF SERVICE

12.1. Whinstone reserves the right to suspend the Services for the following reasons:

12.1.1. to carry out Maintenance with the prior written consent of the Customer;

Doc ID: 0876fa8e96d274b2be8744ce8858a4d38cc

12.1.2. to make any modification, change, addition to, or replacement of, the Whinstone Equipment or any part of the IP Connection Service or the Services where this is required to conform with any applicable safety, statutory or legal requirements, provided that such modification, change, addition or replacement does not detract from, reduce or impair the overall quality or performance of the Services with prior written consent of the Customer;

12.1.3. where the Customer fails to pay any undisputed Charges in accordance with Clause 3;

12.1.4. where Whinstone is obliged to comply with an order, instruction or request of Government, court, law enforcement agency or other competent administrative or regulatory authority, in which case Whinstone shall provide notice to the Customer as soon as possible, and cooperate with the Customer to mitigate losses or take other appropriate actions;

12.1.5. in an emergency; or

12.1.6. where Whinstone has reason to terminate this Agreement in accordance with its terms.

12.2. Where suspension of the Services is necessary in accordance with the provisions of Clause 12.1.2, Whinstone will carry out such work as Scheduled Maintenance but in circumstances where this is not possible, Whinstone shall use all reasonable endeavors to perform such work between the hours of midnight and 6am and shall restore the Services as soon as reasonably practical in the circumstances.

12.3. If Whinstone exercises its right of suspension under this Clause, this will not exclude its right to terminate this Agreement later in respect of that or any other event, nor will it prevent Whinstone claiming damages from the Customer in respect of any breach.

13. TERMINATION

13.1. This Agreement shall commence on the Effective Date and shall continue for a period of One hundred twenty (120) months from the RFU Date ("**Initial Term**") unless and until terminated in accordance with this Clause 13.

This Agreement shall be automatically extended for a period of 12 months ("**Extended Term**") at the end of the Initial Term and at the end of each Extended Term. The Customer can terminate the contract at the end of the twelfth month of the Initial Term or any Extended Term with no penalty by notifying Whinstone in writing sixty (60) days prior to the end of the contract. Unless notified in writing of termination by the Customer as mentioned above, the Customer contract will renew automatically for an additional twelve (12) months under the same conditions.

13.2. Customer Elected Termination. Whinstone understands and agrees that the Customer shall have the right to elect not to provide a RFU Notice in relation to this Agreement. If no RFU Notice is provided to Whinstone prior to June 1, 2028, this Agreement shall be considered terminated with immediate effect and any rights or obligations of either Party under this Agreement shall be null and void.

13.3. Termination for Cause. Either party (the "**Non-Defaulting Party**") may terminate this Agreement (without prejudice to its other rights and remedies) with immediate effect by written notice to the other party (the "**Defaulting Party**") if:

13.3.1. the Defaulting Party commits a material breach of any of its material obligations under this Agreement (including failing to pay any sums payable under this Agreement by the due date) and if the breach is capable of remedy, fails to remedy it during the period of 30

Doc ID: 0576fabd07d364f2cb984749e3048f6c52860acc
0576fabd07d364f2cb984749e3048f6c52860acc
RHOD-BK-00015916

days starting on the date of receipt of notice from the Non- Defaulting Party specifying the breach and requiring it to be remedied; or

13.3.2. the Defaulting Party becomes insolvent including being unable to pay its debts as they fall due and/or that the value of its assets is less than the amount of its liabilities, taking into account its contingent and prospective liabilities, proposes an individual, company or partnership voluntary arrangement, has a receiver, administrator or manager appointed over the whole or any part of its business or assets; if any petition shall be presented, order shall be made or resolution passed for its winding up (except for the purpose of a bona fide amalgamation or reconstruction), bankruptcy or dissolution (including the appointment of provisional liquidators/interim receivers or special managers); if it shall otherwise propose or enter into any composition or arrangement with its creditors or any class of them; if it ceases or threatens to cease to carry on business or if it claims the benefit of any statutory moratorium; or

13.3.3. the Defaulting Party suffers, or there occurs in relation to that party, any event which is analogous to any of the events referred to in Clause 13.2.2 in any part of the world.

13.3.4. In the case that the Customer terminates this Agreement due to Whinstone's failure to cure a default, or the matters specified in Clause 13.3 or 13.4, Whinstone will pay for the costs to decommission, clean, package onto pallets and ship the Customer equipment to a new location. Whinstone will also pay Customer's lost revenue from mining resulting from such termination converted to US dollars, which shall be calculated based on the average market price of the mined digital asset and mining difficulty levels for a period of four calendar weeks from the date of the termination.

13.4. It is in the best interest of both Parties to pursue all reasonable efforts to remedy any issues with the Services or Service Level Agreement without termination or penalties. In cases of negligence or failure to maintain the Service Level Agreement for more than two (2) consecutive months, the Customer shall be entitled to the right to terminate the Agreement.

13.5. If Whinstone fails to install all of the Customer Equipment within 60 days of the RFU Date, the Customer shall be entitled to terminate or suspend the Agreement, and Whinstone shall refund the customer the 90% of the installation charges.

13.6. Either Party may terminate this Agreement with immediate effect by written notice and without further obligation or liability to the Customer if required by any law enforcement or other government or regulatory organization or authority or by the courts.

13.7. All rights and obligations of the Parties shall cease to have effect immediately upon termination of this Agreement, except that termination shall not affect:

13.7.1. accrued rights and obligations of the Parties at the date of termination; and

13.7.2. the continued survival and validity of the rights and obligations of the Parties under Clauses 7, 8, this Clause 13.4 and Clauses 15, 17 and 19 and any other provisions of this Agreement necessary for the interpretation or enforcement of this Agreement.

13.8. For the avoidance of doubt, save where otherwise agreed in writing between the Parties, termination of any Services at a site does not constitute termination of this Agreement, and, where this Agreement has been terminated in accordance with its terms, all Services will automatically terminate upon such termination.

13.9. Upon termination of this Agreement, the Customer shall at its own cost and expense return to Whinstone all IP addresses provided to it by Whinstone.

Doc ID: 0576bfab07d364f2cb98c7a9e3e9486c52860cc
RHOD-BK-00015917

14. ANTI-BRIBERY AND CORRUPTION

Each Party warrants and represents that it has not and will not carry out any act that could be an offense under anti-bribery laws.

15. APPLICABLE LAW

This Agreement shall be governed by Texas Law and the parties hereby submit to the exclusive jurisdiction of the Texas courts.

16. GENERAL

16.1. No failure or delay of either Party in exercising its rights hereunder (including the right to require performance of any provision of this Agreement) shall be deemed to be a waiver or release of such rights. Any waiver or release must be specifically granted in writing signed by the Party waiving its rights and shall:

16.1.1. be confined to the specific circumstances in which it is given;

16.1.2. not affect any other enforcement of the same or any other right; and

16.1.3. unless it is expressed to be irrevocable, be revocable at any time in writing.

Any single or partial exercise of any right, power or remedy provided by law or under this Agreement shall not preclude any other or further exercise of it or the exercise of any other right, power or remedy.

16.2. If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:

16.2.1. the legality, validity, or enforceability in that jurisdiction of any other provision of this Agreement; or

16.2.2. the legality, validity, or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

16.3. All work performed by Whinstone under this Agreement shall be performed as an independent contractor and not as an agent of the Customer and neither Party shall be, nor represent itself to be, the employee, agent, representative, partner or joint venture of the other. Neither Party shall have the right or authority to assume or create an obligation on behalf of or in the name of the other or to otherwise act on behalf of the other. The performing Party shall be responsible for its employees' compliance with all applicable laws, rules, and regulations while performing work under this Agreement.

16.4. No modification, amendment or other change may be made to this Agreement or any part thereof unless reduced to writing and executed by authorized representatives of Whinstone and the Customer. Unless expressly so agreed, no modification or variation of this Agreement shall constitute or be construed as a general waiver of any provisions of this Agreement, nor shall it affect any rights, obligations or liabilities under this Agreement which have already accrued up to the date of such modification or waiver, and the rights and obligations of the Parties under this Agreement shall remain in full force and effect, except and only to the extent that they are so modified or varied.

Doc ID: 0576fabb07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015918

17. ENTIRE AGREEMENT

17.1. This Agreement constitutes the entire understanding between the Parties concerning the subject matter of the Agreement and supersedes any previous agreement or understanding between the Parties in relation to the subject matter.

17.2. With effect from the date of this Agreement all Services shall be provided solely in accordance with the terms of this Agreement and all prior agreements and understandings between the Parties in relation to the same shall be deemed terminated from the date hereof. Save in respect of rights and liabilities arising prior to such date, all such prior agreements and understandings shall cease to be of effect from the date of signature of this Agreement. In no event shall the pre-printed terms and conditions found on any Customer purchase order, acknowledgement, or other form be considered an amendment or modification of this Agreement, even if such documents are signed by representatives of both Parties; such pre- printed terms and conditions shall be null and void and of no force and effect.

17.3. Each Party acknowledges and agrees that in entering into the Agreement or in amending any part of this Agreement, it has not relied on any statement, representation, warranty, understanding, undertaking, promise or assurance (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in the Agreement. Each Party irrevocably and unconditionally waives all claims, rights and remedies which but for this clause it might otherwise have had in relation to any of the foregoing.

17.4. Nothing in Clauses 17.1 to 17.3 (inclusive) shall limit or exclude any liability for fraud.

18. COUNTERPARTS

18.1. This Agreement shall be executed in two originals, each Party shall retain one original respectively This Agreement shall not be effective until each of the Parties has executed at least one counterpart.

18.2. Each counterpart shall constitute an original, but all the counterparts shall together constitute one and the same instrument.

19. THIRD PARTIES

It is agreed that this Agreement is not intended to and does not give to any other person who is not a party to this Agreement any rights to enforce directly any provisions contained in this Agreement except for any person to whom the benefit of this Agreement is assigned or transferred in accordance with Clause 9.

20. FURTHER ASSURANCE

Each Party shall, if requested by the other Party and at the other Party's cost, execute or cause to be executed all documents and do or cause to be done all further acts and things as may be necessary in order to vest in and secure to the other Party and its successors in title the full benefit of the assets, rights and benefits to be transferred or granted to the other Party under this Agreement and for the protection and enforcement of the same and otherwise to give effect to this Agreement and to the rights and obligations contained within this Agreement.

Doc ID: 0576bfab07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015919

The Agreement shall come into force from the seal or signature date by both Parties. This Agreement is made out in two original copies, one copy to be held by each Party in witness thereof.

CUSTOMER:

On behalf of Rhodium JV LLC,
By: Imperium Investments Holdings LLC
Its: Manager

x Cameron Blackmon

By: Cameron Blackmon

Its: Manager

Date: 06 / 30 / 2020

WHINSTONE:

On behalf of Whinstone US, Inc.

x Chad Everett Harris

Name: Chad Everett Harris

Title: Director

Date: 07 / 09 / 2020

Doc ID: 0576[illegible]cc

EXHIBIT 1

Doc ID: 0876fade9d624fd2be6c744ce0955a4d7e0da
RHOD-BK-00015921

New Hosting Service Agreement No. #R-5MW-019

THIS AGREEMENT (defined below) shall be effective upon the date of receipt of the electronic signature by Whinstone US, Inc.

BY AND BETWEEN

Whinstone US, Inc., a company having its registered office located at 2721 Charles Martin Hall Road, Rockdale, Texas 76567("**Whinstone**")

AND

Rhodium JV LLC of 7546 Pebble Drive, Fort Worth, Texas 76118, (the "**Customer**").

Whinstone and the Customer are referred to individually as "**Party**" and collectively as "**Parties**".

WHEREAS

(A) Whinstone wishes to provide electrical power at its site under the terms and conditions contained in this New Hosting Service Agreement entered into by and between the Parties as of the seal or signature date of both Parties with a Ready For Use ("**RFU**") Date to be set by the Customer no sooner than thirty (30) days from the date of the RFU Notice (as hereinafter defined); and

(B) The Customer desires to utilize Whinstone's services and intends operate 5 MW of Miners and immersible equipment on Whinstone's property in Rockdale, Texas.

NOW THEREFORE, the parties hereby agree as follows:

1. DEFINITIONS

1.1. In this Agreement the following words and expressions shall have the meanings set out below. Additional terms may be defined in the context of particular provisions of this Agreement:

"**Agreement**" means these terms and conditions, any orders placed under them, and any amendments or additions or replacements to any of the aforementioned;

"**AUP**" or "**Acceptable Usage Policy**" means Whinstone Acceptable Usage Policy from time to time which, at the date of this Agreement, is set out in a Schedule to this Agreement;

"**Advanced Remote Hands Service**" means repair and maintenance services that require taking Customer Equipment off rack as detailed in Clause 2.4 below;

"**Background IP**" shall have the meaning set out in Clause 6.5 below;

"**Basic Remote Hands Service**" means repair and maintenance services performed without taking Customer Equipment off rack as detailed in Clause 2.3 below;

"**Business Day**" means a day which is not a Saturday, Sunday or a public holiday in the United States;

"**Capital Expenditure**" shall have the meaning ascribed to that term in Clause 3.14.1 below.

"**Confidential Information**" means the terms of this Agreement and all information whether in written or any other form which has been or may be disclosed in the course of the discussions leading up to the entering into or performance of this Agreement and which is identified as confidential or is clearly by its nature confidential including information relating to this Agreement or the Services, data used or generated in the provision of the Services, or any of Customer's products, operations, processes, plans or intentions, know- how, trade secrets, market opportunities, customers and business affairs;

"**Customer Equipment**" means the Customer's Miners and other Customer equipment installed in the Licensed Area;

"**Data Center**" means the Whinstone leased site located at the former Alcoa Rockdale Energy Sandow Mine facility in Rockdale, Texas;

"**Data Center Rules**" means the rules applying to the Customer's use of the Data Center;

"**Data Protection Laws**" means the laws and regulations governing the use of personal data;

"**Defaulting Party**" shall have the meaning set out in Clause 13.2 below;

"**Developed IP**" shall have the meaning set out in Clause 6.5 below;

"**Extended Term**" shall have the meaning set out in Clause 13.1 below;

"**Force Majeure**" means any event beyond the reasonable control of either or both of the parties including but without limitation to war, civil war, armed conflict or acts of terrorism or a public enemy or other catastrophes, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule or regulation or direction coming into force after the date of this Agreement, epidemics, pressure waves caused by devices traveling at supersonic speeds, nuclear accident, and acts of God and strikes, slowdowns, lockouts or other labor stoppages excluding employee(s) of Whinstone affecting third parties which in each case causes either party to be unable to comply with all or a material part of its obligations under this Agreement;

"**Hosting Service**" means service providing electrical power and ventilation to the Customer Equipment as detailed in Clause 2.2 below;

"**Initial Term**" shall have the meaning set out in Clause 13.1 below;

"**Intellectual Property**" means all intellectual property, including patents, utility models, trade and service marks, trade names, domain names, rights in designs, copyrights, moral rights, topography rights, rights in databases, trade secrets and know-how, in all cases whether or not registered or registrable and including registrations and applications for registration of any of these and rights to apply for the same, rights to receive equitable remuneration in respect of any of these and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world;

"**IP Connection Service**" means the connection to the Customer Equipment permitting communication with the Internet as specified in the Service Details;

"**Licensed Area**" means the Building C where the Customer Equipment will be placed;

Doc ID: 0576fabd07d364f2bb98c7a9e3a9486c52860cc
RHOD-BK-00015923

"**Maintenance**" means any work carried out by Whinstone in order to upgrade, improve or maintain the Service including any modification, change, addition or replacement which does not detract from, reduce or impair the overall quality or performance of the Service;

"**Miners**" means cryptocurrency mining machines, which are part of the Customer Equipment, which connect using the IP Connection Service and send computation results to the Mining Pool.

"**Mining Pool**" is the pooling of resources by Miners, who share their processing power over a network, to split the reward equally, according to the amount of work they contributed to the probability of finding a block.

"**Services**" collectively means Hosting Service, Basic Remote Hands Service, and Advanced Remote Hands Service, with the Hosting Service and Basic Remote Hands Service provided as needed to the Customer;

"**Service Details**" means service details in the format provided by Whinstone pursuant to which the Customer may request Services;

"**Party**" means Whinstone and the Customer (as the case may be) and shall include their permitted assignees and "**Parties**" shall mean both of them;

"**Pass Through Rate**" shall have the meaning set out in Clause 3.11.2 below;

"**Personal Data**" shall have the meaning as defined under the Data Protection Laws;

"**PPM Agreement**" shall have the meaning set out in Clause 3.11.2 below;

"RFU Date" means the Ready For Use Date, which is the date Whinstone will fully provide the Customer the Services;

"RFU Notice" means the written notice provided by the Customer to Whinstone setting the Ready For Use Date. This RFU Notice shall be provided to Whinstone no less than thirty (30) days prior to the Ready For Use Date set forth in the RFU Notice.

"**Representatives**" means, in relation to any party, its officers, employees and agents;

"**Scheduled Maintenance**" means Maintenance that is: (i) carried out between the hours of 12:00 am to 6:00 am; and (ii) notified to the Customer at least five (5) Business Days in advance;

"**Specified Power Draw**" shall have the meaning set out in Clause 3.13 below;

"**Whinstone Equipment**" means any equipment which is supplied by or on behalf of Whinstone to the Customer for the purpose of providing the Services and includes any equipment specified in Service Details; and

1.2. In the event of any conflict between any of the documents referred to in this Clause 1.2, they shall be given the following order of priority:

1.2.1. the terms of the relevant Service Details;

1.2.2. the terms set out in this Agreement; and

1.2.3. the terms set out in the AUP.

Doc ID: 0576fabd07d3641[illegible]

1.3. In the Agreement:

1.3.1. references to Clauses, paragraphs and subparagraphs are references to clauses, paragraphs, subparagraphs of or to this Agreement;

1.3.2. the headings contained in this Agreement are for convenience only and shall not influence the interpretation of this Agreement;

1.3.3. any reference to a statute, statutory provision, subordinate legislation, code or guideline ("legislation") is a reference to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation.

1.4. Whinstone and the Customer each represents and warrants to each other that it has the power to enter into, exercise its rights under and perform and comply with its obligations under this Agreement and all actions, conditions and things required to be taken, fulfilled and done by it to so enter into, exercise its rights under and perform and comply with its obligations under this Agreement and ensure that those obligations are valid, legally binding and enforceable have been taken, fulfilled and done.

2. SERVICE DESCRIPTION

2.1. Data Center Facilities

2.1.1. Whinstone will provide an installation environment for the Customer Equipment including, but not limited to, the Licensed Area in two buildings, rack systems, electricity supply (including PDU), transforming equipment, free air cooling (including evaporative cooling and single phase liquid cooling), smoke detection, IP Connection Service and physical security. Physical security includes 24-hour patrol, camera security, and a fence around the Licensed Area.

2.1.2. Whinstone shall grant the Customer, free of charge, escorted access to the property in Rockdale, TX for equipment inspections, installation, removal, additions, subtractions or physical maintenance by prior appointment.

2.1.3. With written prior consent of the Customer, Whinstone may relocate the Customer Equipment within the Data Center or to another facility operated by Whinstone provided that there are no changes to the terms of this Agreement. Any such relocation of the Customer Equipment will be carried out by Whinstone. Any costs incurred in relation to such relocation will be borne by Whinstone. The Customer shall reserve the right to inspect the new facility beforehand.

2.1.4. When the Customer visits the property in Rockdale, TX or accesses the Data Center network remotely the Customer shall at all times comply with the Data Center Rules that have been provided to the Customer in advance; provided, however, that the Customer shall only be obligated to comply with such Data Center Rules to the extent that they are reasonable. Whinstone shall provide the Customer a copy of the Data Center Rules and shall send a new copy if there are any changes made therein.

2.1.5. Whinstone represents and warrants that building or other permits, city inspection, or certification is not required with regard to providing services under this Agreement.

2.1.6. Whinstone represents and warrants that the Data Center has been certified by the Texas Comptroller of Public Accounts as, and is presently publicly registered with the Texas Comptroller as a "Qualifying Data Center" within the meaning of the Texas Tax Code Section 151.359 and the rules promulgated thereunder, and, as such, is entitled to claim an exemption from the Texas state sales tax for qualifying purchases. Whinstone

Doc ID: 0576fabd07d364f2cb98c7a9e3e9486c52860acc
RHOD-BK-00015925

covenants and agrees that the Data Center shall remain certified by and publicly registered with the Texas Comptroller as a "Qualifying Data Center" during and throughout the Initial Term.

2.2. Overview of Hosting Service

Whinstone shall be responsible for the following:

2.2.1. License of the Licensed Area.

2.2.2. Provision of the cabling for a connection to the IP Connection Service by way of a CAT 5e Ethernet cable.

2.2.3. Escorted access by the Customer's employees to the Customer Equipment at any time from 10 am to 5 pm Monday through Friday.

2.2.4. Monitored alarm and security call out service.

2.2.5. Physical Security: The facility will be surrounded by fencing and monitored by security cameras. Whinstone shall implement access control policies to ensure non-authorized persons are not able to enter the facility. Armed personnel will be onsite at all times.

2.2.6. IT Security: Whinstone will install a firewall and implement an IT security policy to prevent unauthorized access physically or remotely, viruses and ransomware. However, the Customer shall have the right to install its own firewall and implement its own security policies in the place of or in addition to Whinstone as mutually agreed to by both parties.

2.2.7. Fire detection and alarm system.

2.2.8. Equipment parts storage and inventory management.

2.2.9. After the RFU Date, acceptance of delivery of the Customer Equipment between 10:00 am to 4:00 pm on Business Days, subject to two (2) Business Days' notice to Whinstone, to be stored prior to installation.

2.2.10. Whinstone will be solely responsible for handling any complaints from third parties with respect to the noise from the Customer Equipment and shall hold the Customer harmless from any responsibility or costs arising out of or in relation to such complaints.

2.2.11. Whinstone will install all Customer Equipment on the data center racks, provide power and internet connection within thirty days of RFU Date. Installation includes unpacking, assembly and installation, LAN cable and power connection, initial setting, and garbage disposal.

2.2.12. Whinstone will provide stable power supply to the Customer's equipment at 240V. The equipment's power consumption may be adjusted by following instructions from the manufacturer. Whinstone will comply with any request from the Customer to adjust the power consumption if the total power consumption of all Customer equipment does not exceed the Specified Power Draw, or fall below eighty percent (80%) of the Specified Power Draw, unless both Parties mutually agree to do so.

2.2.13. Whinstone will follow the Service Level Agreement in Clause 4 and make its best efforts to ensure:

i. Average air intake temperature into the Customer's Miners is not greater than 30 degrees Celsius by maintaining sufficient airflow, preventing mixing of cool and

Doc ID: 0576fabb07d364f2b98c749e3e9486c652860acc
RHOD-BK-00015926

hot exhaust air from the equipment in the data center, and using evaporative cooling;

ii. Filters are used in the air intake system of the data center facility, and the air inside the data center is free of dust, insects, corrosion, precipitation and condensation.

iii. Intake and exhaust fans are free of obstruction or debris.

2.2.14. Whinstone will label all the Customer Equipment, cables, replacement parts to track inventory, replacement parts, and to make Basic Remote Hand Service the most efficient.

i. Whinstone will reference Miners with a unique identifiable identification number when giving reports to the Customer;

ii. For equipment other than Miners which may not have a unique ID number, Whinstone will properly label and store the equipment separate from other customers in the data center.

2.2.15. Whinstone will provide monthly reports to the Customer. These reports shall contain a summary of monthly power draw as measured from power consumption meters and include appropriate billing owed to Whinstone by the Customer.

2.2.16. Whinstone will provide Basic Remote Hands Service at no extra charge as outlined in Clause 2.3.1 and will offer Advanced Remote Hands Service for additional cost as outlined in Clause 2.4.1.

2.2.17. Customers may inspect the site before shipping its equipment and supplies to bring the Customer's Miners online. Upon completion of the inspection, the Customer may reduce the Specified Power Draw cited in Clause 3.12.1 if the site does not meet Customer's expectations and reduce the Advanced Remote Hands Service fee by the same proportionate amount as the reduction of Specified Power Draw.

2.3. Basic Remote Hands Service

2.3.1. Basic Remote Hands Service is available twenty-four (24) hours a day, seven (7) days a week. Where requested by the Customer, Whinstone staff shall be available to perform the following tasks only on the instructions of the Customer in respect of the Customer Equipment:

i. Remote monitoring of equipment performance and status;

ii. Remote fault diagnosis;

iii. Pushing a button;

iv. Switching a toggle;

v. Power cycling (turning on/off) the Customer Equipment;

vi. Re-setting, rebooting the Customer Equipment;

vii. Securing cabling to connections

viii. Observing, describing and/or reporting to the Customer indicator lights or display information on machines or consoles;

ix. Cable organization;

Doc ID: 0576bfab07d364f2cb98c7a9e3a9486c652860cc
RHOD-BK-00015927

x. Modifying basic cable layout, labelling and/or re-labelling of the Customer Equipment;

xi. Cable patching;

xii. Checking alarms for faults; and/or

xiii. Inserting/removing discs or equivalent storage devices into/ from the Customer Equipment.

2.4. Advance Remote Hands Service

2.4.1. The following Advanced Remote Hands Services are not included in the Basic Remote Hands Service but may be provided by Whinstone to the Customer on a best effort basis. Unless explicitly expressed in Clause 2.3.1, in cases of ambiguity between Advanced Remote Hands Services and Basic Remote Hands Services, Advanced Remote Hands Services shall come into effect if the Customer Equipment must be taken off the rack:

i. Installing applications or software to the Customer Equipment;

ii. Uploading of data to the Customer Equipment;

iii. Configuring the Customer Equipment operating system;

iv. Configuring any software or applications on the Customer Equipment;

v. Customer Equipment component fault diagnosis;

vi. Software component fault diagnosis;

vii. Rectifying problems caused by the Customer Equipment or software;

viii. Rectifying problems caused by the Customer; or

ix. Any service whatsoever requiring the opening of the outer casing of any of the Customer Equipment.

2.4.2. Communication for Advance Remote Hands Service shall be done via email or Whinstone's ticketing system. Whinstone will follow the Service Level Agreement as well as the work schedule specified in Clause 4.

2.4.3. Advanced Remote Hands Service shall be provided by Whinstone to the Customer for a fixed monthly fee as detailed in Clause 3.12, separately from Hosting Fees which includes only the Basic Remote Hands Service.

3. CHARGES AND PAYMENTS

3.1. In consideration of the provision of the Services, the Customer shall pay charges in accordance with this Clause 3.

3.2. Whinstone shall issue a monthly invoice to the Customer no later than the tenth day of the following month containing all charges and fees for providing the Services under this contract, including the Hosting Fees prepayment under 3.11.2. The Customer shall pay the undisputed amounts of such invoice no later than the last day of the month in which the Customer receives it.

Doc ID: 0576fabd07d364f2b98c749e3e9486c652860acc
RHOD-BK-00015928

3.3. If the Customer requests Whinstone to provide any services other than contemplated in this Agreement, Whinstone shall be entitled to invoice the Customer for any and all changes to such services pursuant to the agreement between the parties.

3.4. If either Party fails to pay any amount owed under this Agreement by the dates set forth herein:

3.4.1. The Party to receive payment shall be entitled but not obliged to charge the Customer interest at a rate of 5% per year on the overdue amount commencing 14 business days after the due date up to the date of actual payment.

3.4.2. Actual power consumption is measured at the end of each month, and a credit or debit is applied toward the next hosting fee prepayment invoice. If the credit or debit is not paid or applied on that invoice, the Party to receive payment shall be entitled but not obliged to charge the other Party interest 5% per year on the overdue amount commencing 14 business days after the due date of the invoice to the date of actual payment.

3.5. All charges and payments referred to in this Agreement are inclusive of sales tax (if applicable) and all similar taxes and duties payable in respect of such payments. To the extent that additional tax is properly chargeable to the Customer, the Customer shall pay at the time that the payment becomes due.

3.6. All amounts due under this Agreement shall be paid in accordance with all work performed and services provided. In the event that the Parties change the scope of the services, Whinstone and the Customer will agree on all billing changes and handle each credit or debit once there is a mutual agreed amount.

3.7. In the event of any failure by either Party to make full payment to the other Party of any and all amounts due pursuant to this Agreement, the Party owing payment shall be responsible for all costs and expenses which the other Party reasonably incurs in collecting such amounts.

3.8. The Parties may combine charges and invoices and offset any amounts owed to the other Party.

3.9. This Clause intentionally left blank.

3.10. Installation Fees

3.10.1. This Clause intentionally left blank.

3.10.2. Installation is considered complete when the Miner is seen remotely connecting to the Mining Pool and sending computation. In cases of faulty equipment, installation will be considered complete when Whinstone diagnoses the fault, sends a report to the Customer, and completes installation of alternative equipment.

3.10.3. This Clause intentionally left blank.

3.11. Hosting Fees

3.11.1. The Hosting Fees cover all services and items specified in this Agreement except for Advanced Remote Hands Service in Clause 3.12 and is calculated based on the power consumption of the Customer Equipment and shall not include Whinstone's own equipment (PUE) or the equipment of Whinstone's other customers.

3.11.2. The Hosting Fee rate is the lesser of either (i) $0.01705 USD or (ii) the "Pass Through Rate" as hereinafter defined. As used herein, the "**Pass Through Rate**" is defined as the lesser of either (i) the "Net Effective Rate" as that rate is defined and calculated in the

Doc ID: 0576fabd96624d2be64744ce0553a4d1360a

Pro Forma Pricing Model attached as Attachment C to that certain Power Services Agreement entered into by and between Whinstone and Priority Power Management LLC on April 3, 2020 (the "**PPM Agreement**") or (ii) the exact price at which Whinstone is billed monthly for electricity provided to Customer per kilowatt-hour. The Hosting Fee rate shall remain unchanged for 3 (three) consecutive years under any Extended Term under Clause 13.1. Whinstone will install power consumption meters at the transformers.

3.11.3. Whinstone, to the best of its knowledge, confirms that the "Pass Through Rate" is presently $14.74 per Megawatt Hour as shown in the Pro Forma Pricing Model attached as Attachment C to the PPM Agreement, a materially accurate copy of which is attached hereto as Exhibit "1". Customer understands that this rate is variable.

3.11.4. Hosting Fee rate = $17.05 per Megawatt Hour or lower depending on the "Pass Through Rate" for 3 years, with the option to renew for the remainder of the Initial Term at the same pre-agreed upon terms seen in 3.11.2, in one year increments. Whinstone will invoice a 5,000 kW upon deployment of the Customer Equipment. Whinstone will require the payment to be made fifteen days prior to powering the Licensed Area.

3.12. Advanced Remote Hands Service Fee

3.12.1. Whinstone will invoice the Customer a fixed monthly fee of $1,667.00 (USD) for the Advanced Remote Hands Services based on a scale of 1317 Miners, or 5mW equivalent. Whinstone will invoice Advanced Remote Hands Services together with the Hosting Fees and the applicable period for services rendered shall be the same month as the Hosting Fees unless otherwise specified. Notwithstanding the prior sentence, until all Specified Power Draw is provided, and all the Miners have been installed, Whinstone will invoice the Customer for Advanced Remote Hands Services based on the average number of installed Miners during the prior month. This fixed monthly fee will be credited towards Customer's power bill in the result that there is greater than or equal to eighty percent (80%) of the Specified Power Draw at the rate specified in Clause 3.11.1

3.12.2. Whinstone will adhere to all sections of the Service Level Agreement in Clause 4 as well as those specifically detailed for the Advanced Remote Hands Service.

3.12.3. In the likely result that the Advanced Remote Hands Service Fee is not necessary for Customer because they are monitoring their own systems with on-site staff, Customer will elect, in writing, that this service is no longer needed. Upon election and acceptance from Whinstone, this fixed monthly fee will be waived indefinitely.

3.13. Specified Power Draw

3.13.1. Whinstone will provide the Customer with at least 5,000 kW (5) MW of power available for the Services by the RFU Date. As a minimum commitment, regardless of power consumption, the Customer shall pay for Hosting Fees for greater than or equal to eighty percent (80%) of the Specified Power Draw at the rate specified in Clause 3.11.1.

3.13.2. Customer and Whinstone agree, to the best of their ability, to be fair in negotiations and working to a mutually beneficial decision in the result of unforeseen circumstances.

For Purpose of Example and Reference, a cost of power calculation has been provided below based on $17.05/mWh ($0.01705/kWh), the "Hosting Fee rate"

30-day month: 5,000 kW * Hosting Fee * 24 hours * 30days = $61,380.00
31-day month: 5,000kW * Hosting Fee * 24 hours * 31days = $63,426.00

3.13.3. If Whinstone determines that the over-usage of power cannot be reasonably permitted, Whinstone reserves the right to require the Customer to remove or deactivate sufficient

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015930

Customer Equipment to prevent such over-usage within 24 hours of notification, which will describe in detail the reasons for the removal or deactivation. Whinstone shall consult with the Customer in good faith before determining to remove or deactivate.

3.14. The Customer will pay to Whinstone the "Capital Expenditure" (as defined in the following sentence) not to exceed $800,000. The Capital Expenditure shall be paid in full to Whinstone no later than five (5) business days after the RFU Notice is provided. The "**Capital Expenditure**" is defined as the lesser of either (i) the actual costs of construction and buildout of the infrastructure, building and power requirements of the Licensed Area or (ii) Eight Hundred Thousand U.S. Dollars ($800,000.00 USD). No later than thirty (30) days after the the RFU date, Whinstone shall provide to Customer a full accounting of the actual costs of construction and buildout of the infrastructure, building and power requirements of the Licensed Area along with accurate receipts, bookkeeping, and proof of purchase for all invoices exceeding $5,000 per line item.

3.15. This Clause intentionally left blank.

3.16. Whinstone agrees that all costs of construction and buildout of the infrastructure, building and power requirements of the Licensed Area greater than $800,000 will be at the sole cost and expense of Whinstone. Whinstone agrees that, in the result of which this $800,000 is more than necessary for the Capital Expenditure, Whinstone will refund the remaining funds to Customer.

3.17. Whinstone represents and warrants that the Capital Expenditure and Hosting Fees shall be exempt from Texas state sales tax because the expenditures for which the Capital Expenditure and Hosting Fees will be allocated are qualifying purchases for a "qualifying data center" within the meaning of Texas Tax Code Section 151.359 and the rules promulgated thereunder. In the event that, at any time during the Initial Term, any Texas state sales tax should be assessed on any portion of the Capital Expenditure or any portion of the Hosting Fees, Whinstone shall pay such Texas state sales tax solely from its own funds and shall indemnify and hold harmless the Customer from any and all liability, charges, costs, assessments, fees, fines, penalties and interest arising out of such assessment.

3.18. Whinstone agrees that the Capital Expenditure allows Customer complete use of the Licensed Area for a continuous, uninterrupted period of ten (10) years, unless otherwise mutually agreed upon by both Parties in writing at a later date.

4. OPERATIONS AND SERVICE LEVEL AGREEMENT ("SLA")

4.1. Whinstone reserves the right to vary the technical specifications of the Services where necessary for operational reasons and without detracting from, reducing or impairing the overall quality or performance of the Services, after giving reasonable written notice to the Customer (except in the case of an emergency where notice is not possible; provided, however, that in such case, Whinstone shall provide notice to the Customer then as soon as reasonably possible).

4.2. Without prejudice to Clause 4.1, Whinstone reserves the right to, after providing the Customer with reasonable advance written notice (provided, however, that in the event of an emergency, as soon as reasonably possible) at any time to make any change, addition to or replacement of any part of the Services where this is required to conform with any applicable safety, statutory or legal requirement, provided that this does not detract from, reduce or impair the overall quality or performance of the Services.

4.3. The Customer may report any claims including failures of performance of the Services by Whinstone to the Whinstone support center at any time. Whinstone shall take all actions necessary to remedy such failures as soon as possible.

Doc ID: 0576bfab07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015931

4.4. Interface or access to inventory, monitoring and Hashtrend software is provided to the Customer at no additional charge.

4.5. Uptime Guarantee

4.5.1. Whinstone guarantees an uptime percentage (percentage of time to maintain uninterrupted performance of the total Customer Equipment) of 96.35% and no more than 6 days of planned downtime due to loss of power, construction, or network outage.

4.5.2. Whinstone will not charge Customer for any power cost during the period of which there is interrupted performance of the total Customer Equipment.

4.5.3. Whinstone will give at least twenty-four (24) hours advance notice to the Customer via email before any datacenter downtime, or any downtime affecting more than one hundred (100) machines at one time.

4.5.4. If any unplanned event causes more than 10% of equipment to go offline, Whinstone will acknowledge the alert within 1 hour and report immediately to the Customer. Whinstone will attempt to begin remedy of the issue within 1 hour of alert acknowledgement and shall provide a full incident report within 5 business days of alert acknowledgement to the Customer.

4.6. Performance Guarantee

4.6.1. Whinstone will perform maintenance and repairs to ensure the total daily average hashrate of all machines does not fall by more than 5% below the Customer Equipment manufacturer's specified range.

4.6.2. If total hourly average hashrate of all Customer Equipment falls more than 10% compared to the previous hour, Whinstone will respond to the incident within 1 hour and provide a full incident report within 5 business days of the incident to the Customer.

4.6.3. Whinstone will make the best effort to employ a monitoring system to monitor uptime, performance and other machine metrics.

4.6.4. Whinstone shall maintain average hashrate overall for Customer Equipment within the tolerance range of the equipment manufacturer's specifications.

4.6.5. Whinstone shall acknowledge alerts from its monitoring system within 30 minutes and respond within 1 hour. If the problem cannot be corrected, the Customer Equipment affected will be place in a maintenance queue and reported to the Customer by the next business day.

4.6.6. Whinstone will reply to notices from the Customer on the same business day.

4.6.7. Whinstone shall maintain an intake temperature suitable for proper operation of the machines. If any machines do overheat, Whinstone shall turn them off as soon as possible and report the issue to the Customer.

4.7. Advanced Remote Hands Service

4.7.1. Whinstone will provide Advanced Remote Hands Service from 9 am to 9 pm, seven days a week. This service includes repairs, unracking/racking units, and replacement of parts such as hashboards, fans, controller boards.

Doc ID: 0576bfab07d364f2cb98c7a9e3e9486c52860acc
RHOD-BK-00015932

4.7.2. If the hourly hashrate performance of a single Miner drops more than 10%, Whinstone will respond within 30 minutes, and attempt to repair or replace faulty parts and components within 1 hour. If the issue cannot be resolved within 1 hour, Whinstone will place the equipment into a maintenance repair queue.

4.7.3. Whinstone shall reduce the maintenance repair queue at all times it is not responding to any incidents.

4.8. Whinstone will sell electricity in lieu of providing electricity to the Customer if the Ercot Market profitability exceeds the 250% of the contract price. The profit will be distributed 100% to the Customer.

5. WHITELABELING OF SERVICES

The Customer may white label the Services and arrangements under this Agreement on a back-to-back basis to specifically named third parties upon thirty-day notification to Whinstone, and Whinstone shall accept such execution of this right provided there are no changes to the terms of this Agreement. Any requested changes to warranties, representations, obligations, or service levels to be provided by Whinstone shall be negotiated in good faith by the Parties. Unless prior arrangement is made, the Customer shall be responsible for billing and collection associated with any white label offering.

6. OWNERSHIP AND INTELLECTUAL PROPERTY

6.1. The Parties acknowledge and agree that the Customer Equipment is the sole property of the Customer. In no event shall Whinstone claim ownership of any of the equipment.

6.2. The Parties acknowledge and agree that any outcomes or productivities, including but not limited to, block chains, hash and digital currencies, generated from the operation of the equipment are the sole property of the Customer. In no event shall Whinstone claim the ownership of any of such outcomes or productivities.

6.3. Whinstone shall not sell or create any mortgage, lien, or any kind of encumbrance on the Customer Equipment, the Intellectual Property, or any outcomes or productivities owned by the Customer.

6.4. The Customer will have a non-transferable license to use any IP address allocated by Whinstone to the Customer for the duration of this Agreement. If this Agreement is terminated for any reason, the Customer's license to use the IP address shall automatically terminate.

6.5. Customer owns any Developed IP. "**Developed IP**" means any intellectual property other than Background IP created or discovered by the Parties in connection with this Agreement, including without limitation any reports Whinstone provides to Customer. "**Background IP**" means all intellectual property owned or licensed by a Party before starting services under this Agreement or independent of services under this Agreement. The Developed IP is a work made for hire for the Customer to the extent permitted by applicable law, and Customer retains all intellectual property rights in the Developed IP. To the extent that Whinstone or its personnel own any rights in the Developed IP, Whinstone assigns, or will procure the assignment of, all rights, title, and interest in the Developed IP to Customer. If applicable law prevents future assignments, Whinstone will assign, or will procure the assignment of, such rights as these are created. If applicable law prevents Whinstone from transferring ownership of any

Doc ID: 0576bfab07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015933

Developed IP to Customer, Whinstone grants Customer a perpetual, irrevocable, exclusive, royalty-free, fully-paid, transferable, worldwide license, with the right to sublicense, to: (1) reproduce, prepare derivative works of, distribute, publicly perform, publicly display, and otherwise use such Developed IP; and (2) make, use, sell, offer for sale, import, export any component of, and otherwise dispose of such Developed IP. This agreement does not transfer any rights associated with Background IP, which will remain vested with their owners.

6.6 Whinstone will defend Customer and its affiliates, and indemnify them against liabilities in any third-party legal proceeding to the extent arising from an unaffiliated third party's allegation that Customer or its affiliate's use of the Services or any deliverable under this Agreement from Whinstone infringes or misappropriates the third party's Intellectual Property Rights.

7. CONFIDENTIALITY

7.1. The parties agree that Confidential Information:

7.1.1. shall be used solely for the purpose for which it was furnished in connection with performance of this Agreement;

7.1.2. shall be maintained in strict confidence and shall not be disclosed to third parties, provided, however, that Whinstone and the Customer may disclose Confidential Information to their respective affiliates and sub-contractors and their respective employees who need to have access to such Confidential Information for the purposes of providing the Services on the condition that Whinstone and the Customer shall procure compliance by such sub-contractors or affiliates and their respective employees with the terms of this Clause 7; provided, however, that Whinstone and the Customer shall be responsible for any breach of the obligations set forth in this Clause 7 by such sub-contractors or affiliates and their respective employees; and

7.1.3. upon termination of this Agreement shall be returned to the disclosing Party, together with all copies, or (at the disclosing Party's option) destroyed.

7.2. Any disclosure of Confidential Information permitted under Clause 7.1.2 shall be in confidence, and only be to the extent that any persons to whom the information is disclosed need to know the same for the performance of their duties and the receiving Party shall be obliged to procure that all such persons are aware of the obligation of confidentiality and undertake to comply with it.

7.3. The obligations of confidentiality and restricted use set out in Clauses 7.1 and 7.2 are not applicable to Confidential Information that:

7.3.1. was previously or becomes known to the receiving Party, free from any obligation to keep the same confidential (provided that Confidential Information disclosed in contemplation of the provision of the Services shall still remain subject to such obligations);

7.3.2. is or becomes generally available to the public, other than as a direct or indirect result of unauthorized disclosure by the receiving Party, its affiliates or a person engaged by the receiving Party or its affiliates contrary to their respective obligations of confidentiality;

7.3.3. is shown to have been independently developed by the receiving Party, its officers, employees, agents or contractors;

7.3.4. the Parties agree in writing that it need not be kept confidential; or

Doc ID: 0576fab07d364f2cb98c7a9e3e9486c52860acc
RHOD-BK-00015934

7.3.5. is required to be disclosed by law or by regulation or by the order of any governmental authority or court provided that, to the extent permitted by law, prior to any disclosure, the receiving Party notifies the disclosing Party of the information to be disclosed and the circumstances in which the disclosure is alleged to be required as early as reasonably possible before such disclosure must be made and, at the disclosing Party's request and cost, assists the disclosing Party in avoiding or limiting any such disclosure.

7.4. Without prejudice to any other rights and remedies that the disclosing Party may have, the receiving Party agrees that if Confidential Information is used or disclosed or threatened to be used or disclosed other than in accordance with the terms of this Agreement, the disclosing Party shall, without proof of special damage, be entitled to seek an injunction, specific performance or other equitable relief for any actual or threatened breach of this Clause 7.

7.5. Notwithstanding Clause 7.1, Whinstone will request in writing to the Customer and request the Customer to participate in its advertising and/or promotional literature and other materials. The Customer has the right to opt out of any and all advertising request.

7.6. In order for Whinstone to provide the Services, the Customer will need to supply certain information or data. Where such information or data constitutes Personal Data, Whinstone will comply with the Data Protection Laws. The Parties shall duly observe and comply with all their obligations under the Data Protection Laws in relation to any Personal Data processed in connection with this Agreement and shall render such assistance and cooperation as is reasonably necessary or reasonably requested by the other Party in respect thereto.

7.7. It shall be the Customer’s responsibility to keep any Personal Data provided to Whinstone up to date and the Customer warrants and undertakes to Whinstone that all of its Personal Data and contact details are accurate and complete.

7.8. Whinstone may pass the Customer’s Personal Data to Whinstone affiliates and to any third-party suppliers Whinstone may use to provide services that involve processing data on Whinstone’s behalf for the purpose of providing the Services and as contemplated by the terms of this Agreement; provided, however, that Whinstone shall be responsible for any breach of the obligations set forth in this Clause 7 by such affiliates and third party suppliers.

8. LIABILITY, REPRESENTATIONS, WARRANTIES, AND INDEMNIFICATIONS

8.1. Both Parties represent and warrant that they have the right and capacity to enter into this Agreement and fully perform their respective obligations hereunder;

8.2. Whinstone shall perform the Services as described herein and shall provide the Services in a professional manner consistent with industry standards.

8.3. Whinstone hereby agrees to indemnify and hold harmless the Customer and any of its managers, owners, successors, licensees and assignees, from any and all losses, costs, liabilities, damages and expenses, including but not limited to, reasonable attorney fees resulting from any breach of any obligations, representation, warranty and/or covenant under this Agreement. Notwithstanding any provisions herein, Whinstone agrees to indemnify the Customer for any losses directly or indirectly caused by negligence or intentional or willful misconduct of Whinstone in its performance of obligations under this Agreement, including but not limited to, faulty operations, bad design, or misuse of the facilities in the datacenter.

Doc ID: 0576bfab07d364f2cb98c7a9e3e9486c52860acc
RHOD-BK-00015935

8.4. If electrical supply is suspended for five (5) or more consecutive days, or more than seven (7) days in any twelve (12) month period due to any cause other than due to Force Majeure event, the Customer is entitled to suspend or terminate this Agreement by giving a written notice to Whinstone. Written notice will be signed and emailed to Whinstone, and a physical copy will be sent to Whinstone's registered address. The timestamp of the email will be considered the date of the receipt of such notice. If the Customer terminates this Agreement for the aforementioned reason, Whinstone shall pay for the costs to decommission, clean, package onto pallets and for the shipping cost to transport all Customer's Customer Equipment to a new location.

8.5. Neither Party excludes or limits its liability to the other Party for:

8.5.1. death or personal injury caused by its negligence;

8.5.2. fraud or fraudulent misrepresentation.

8.6. Subject to Clauses 6, 8.5, 8.7, and claims for outstanding payment, the aggregate liability of each Party to the other in contract, tort (including negligence), for breach of a statutory duty or otherwise arising under or in connection with this Agreement or its subject matter shall be limited to a sum equal to the greater of: (i) the aggregate charges payable by the Customer to Whinstone in the twelve-month period immediately prior to the date on which the cause of action first arose or, if the Agreement had been in force for less than twelve months at that date, the annualized amount of the charges payable by that date; and (ii) USD $250,000.

8.7. Subject to Clause 8.5 but notwithstanding anything else in this Agreement, the aggregate liability of:

8.7.1. the Customer to Whinstone for damage to property, in contract, (including negligence) or otherwise arising under or in connection with this Agreement shall be limited to a sum equal to the aggregate charges payable by the Customer to Whinstone in the twelve-month period immediately prior to the date on which the cause of action first arose or, if the Agreement has been in force for less than twelve months on such date, the annualized amount of the charges payable by that date; and

8.7.2. Whinstone to the Customer for damage to property, in contract, tort (including negligence) or otherwise arising under or in connection with this Agreement shall be limited to a sum equal to the aggregate charges payable by the Customer to Whinstone in the twelve-month period immediately prior to the date on which the cause of action first arose or, if the Agreement has been in force for less than twelve months on such date, the annualized amount of the charges payable by that date.

8.8. In no event will Whinstone have any liability for non-provision or delay in the provision of the Services which:

8.8.1. can be reasonably attributed to the acts or omissions of the Customer, its affiliates, employees, workers, sub-contractors, agents or customers including but not limited to failure to provide complete, accurate information in a timely manner for Whinstone;

8.8.2. arises from or as a consequence of use of the Services other than in accordance with the express terms of this Agreement; and/or

Doc ID: 0576fabe9627d2b6847446e8553a4d7a0da
RHOD-BK-00015936

8.8.3. occurs during any period of suspension in accordance with Clause 12, provided, however, that this Clause 8.8 shall not apply in the case of willful misconduct or negligence by Whinstone, its affiliates, employees, workers, sub-contractors or agents.

8.9. The Customer acknowledges that Whinstone would not enter into this Agreement at the prices herein without the foregoing limitations of liability. Each Party acknowledges that the allocation of risk in this Agreement (including the exclusions and limitations set out in this Clause 8) has been freely negotiated at arm's length and is regarded by it as reasonable. The Customer acknowledges that it has had an opportunity to consider adequate insurance cover and to obtain professional advice in relation to this Clause 8.

8.10. Whinstone shall not be liable for any claim arising under this Agreement unless the Customer gives Whinstone written notice of the claim within twelve months of becoming aware of the circumstances giving rise to the claim.

8.11. Whinstone shall maintain minimum general business liability insurance in the amount of ten million US Dollars per occurrence or replacement value of the Customer's Customer Equipment, whichever is lower. This coverage will not include business income interruption coverage. The Customer is responsible for insuring their equipment and business income interruption insurance.

8.12. Whinstone represents to the Customer that it has secured rights to at least 100 acres of leased land for two years for the Data Center and secured for commercial access up to one (1) gigawatt of aggregated electricity that can be delivered to the Data Center, of which a portion of that may be incrementally offered to the Customer under an Extended Term.

9. ASSIGNMENT

9.1. This Agreement and all rights and obligations hereunder, in whole or in part, may be assigned or transferred by the Customer without the prior written consent of Whinstone. The Customer shall provide prompt written notice to Whinstone of any such assignment or transfer. Following such assignment or transfer, but provided that the Customer has provided written notice thereof to Whinstone, (i) the assignee or transferee shall assume and be liable to Whinstone for the full and faithful performance of all of the Customer's obligations under this Agreement and be considered the "Customer" for all purposes under this Agreement and (ii) Rhodium JV LLC shall have no further liability to Whinstone..

9.2. Whinstone may, upon receipt of the Customer's prior written consent, assign, sub-license or deal in any other manner with this Agreement or any rights under the Agreement, or sub-contract any or all of any or all of obligations under this Agreement to one or more of its affiliates or to any third party upon a sale of all or substantially all of its assets and will provide notice to the Customer of any such assignment, provided, however, that the Customer is provided with the Services under the same terms and conditions as those of this Agreement until the expiration of the Initial Term or the relevant Extended Term, as the case may be, of this Agreement.

10. FORCE MAJEURE

10.1. Neither Party shall in any circumstances be liable to the other for any loss of any kind whatsoever including any damages whether directly or indirectly caused or incurred by the

Doc ID: 0576bfab07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015937

other Party by reason of any failure or delay in the performance of its obligations hereunder which is due to Force Majeure.

10.2. If either of the Parties becomes aware of circumstances of Force Majeure which give rise to or which are likely to prevent the performance of any obligations on its part, it shall as soon as reasonably possible and in any event within five (5) Business Days after commencement of the Force Majeure serve notice in writing on the other Party specifying the nature and extent of the circumstances giving rise to Force Majeure.

10.3. If either Party is prevented from performance of substantially all of its obligations by Force Majeure for more than two (2) months in total, the other Party may terminate this Agreement by giving notice in writing to the other Party at any time, in which case neither Party shall have any liability to the other except that rights and liabilities which accrued prior to such termination shall continue to subsist.

11. NOTICES

11.1. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt, or (a) personal delivery to the Party to be notified, (b) when sent, if sent by electronic mail or facsimile during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the respective Parties at their address as set forth below, or to such e-mail address, as subsequently modified by written notice given in accordance with this Clause 11 herein:

11.2. The addresses of the parties for the purposes of Clause 11.1 are:

11.2.1. Whinstone US, Inc.

2721 Charles Martin Hall Road
Rockdale, Texas 76567
Marked for the attention of: Lyle Theriot
Email: Lyle.Theriot@whinstone.us
Attention: Lyle Theriot

11.2.2. Rhodium JV LLC.

7546 Pebble Drive
Fort Worth, Texas 76118
Marked for the attention of: Cameron Blackmon
Email: cameronblackmon@imperiumpartners.io
Attention: Cameron Blackmon

11.3. In proving service, it shall be sufficient to prove that the envelope containing such notice was addressed to the address of the relevant party set out in Clause 11.2 (or as otherwise notified by that party under this Clause) and delivered to that address.

12. SUSPENSION OF SERVICE

12.1. Whinstone reserves the right to suspend the Services for the following reasons:

12.1.1. to carry out Maintenance with the prior written consent of the Customer;

Doc ID: 0876fa8e96d27d42be8c744ce8058a4d38bda

12.1.2. to make any modification, change, addition to, or replacement of, the Whinstone Equipment or any part of the IP Connection Service or the Services where this is required to conform with any applicable safety, statutory or legal requirements, provided that such modification, change, addition or replacement does not detract from, reduce or impair the overall quality or performance of the Services with prior written consent of the Customer;

12.1.3. where the Customer fails to pay any undisputed Charges in accordance with Clause 3;

12.1.4. where Whinstone is obliged to comply with an order, instruction or request of Government, court, law enforcement agency or other competent administrative or regulatory authority, in which case Whinstone shall provide notice to the Customer as soon as possible, and cooperate with the Customer to mitigate losses or take other appropriate actions;

12.1.5. in an emergency; or

12.1.6. where Whinstone has reason to terminate this Agreement in accordance with its terms.

12.2. Where suspension of the Services is necessary in accordance with the provisions of Clause 12.1.2, Whinstone will carry out such work as Scheduled Maintenance but in circumstances where this is not possible, Whinstone shall use all reasonable endeavors to perform such work between the hours of midnight and 6am and shall restore the Services as soon as reasonably practical in the circumstances.

12.3. If Whinstone exercises its right of suspension under this Clause, this will not exclude its right to terminate this Agreement later in respect of that or any other event, nor will it prevent Whinstone claiming damages from the Customer in respect of any breach.

13. TERMINATION

13.1. This Agreement shall commence on the Effective Date and shall continue for a period of One hundred twenty (120) months from the RFU Date ("**Initial Term**") unless and until terminated in accordance with this Clause 13.

This Agreement shall be automatically extended for a period of 12 months ("**Extended Term**") at the end of the Initial Term and at the end of each Extended Term. The Customer can terminate the contract at the end of the twelfth month of the Initial Term or any Extended Term with no penalty by notifying Whinstone in writing sixty (60) days prior to the end of the contract. Unless notified in writing of termination by the Customer as mentioned above, the Customer contract will renew automatically for an additional twelve (12) months under the same conditions.

13.2. Customer Elected Termination. Whinstone understands and agrees that the Customer shall have the right to elect not to provide a RFU Notice in relation to this Agreement. If no RFU Notice is provided to Whinstone prior to June 1, 2028, this Agreement shall be considered terminated with immediate effect and any rights or obligations of either Party under this Agreement shall be null and void.

13.3. Termination for Cause. Either party (the "**Non-Defaulting Party**") may terminate this Agreement (without prejudice to its other rights and remedies) with immediate effect by written notice to the other party (the "**Defaulting Party**") if:

13.3.1. the Defaulting Party commits a material breach of any of its material obligations under this Agreement (including failing to pay any sums payable under this Agreement by the due date) and if the breach is capable of remedy, fails to remedy it during the period of 30

Doc ID: 0576bfab07d364f2cb98c7a9e3e9486c652860cc
RHOD-BK-00015939

days starting on the date of receipt of notice from the Non- Defaulting Party specifying the breach and requiring it to be remedied; or

13.3.2. the Defaulting Party becomes insolvent including being unable to pay its debts as they fall due and/or that the value of its assets is less than the amount of its liabilities, taking into account its contingent and prospective liabilities, proposes an individual, company or partnership voluntary arrangement, has a receiver, administrator or manager appointed over the whole or any part of its business or assets; if any petition shall be presented, order shall be made or resolution passed for its winding up (except for the purpose of a bona fide amalgamation or reconstruction), bankruptcy or dissolution (including the appointment of provisional liquidators/interim receivers or special managers); if it shall otherwise propose or enter into any composition or arrangement with its creditors or any class of them; if it ceases or threatens to cease to carry on business or if it claims the benefit of any statutory moratorium; or

13.3.3. the Defaulting Party suffers, or there occurs in relation to that party, any event which is analogous to any of the events referred to in Clause 13.2.2 in any part of the world.

13.3.4. In the case that the Customer terminates this Agreement due to Whinstone's failure to cure a default, or the matters specified in Clause 13.3 or 13.4, Whinstone will pay for the costs to decommission, clean, package onto pallets and ship the Customer equipment to a new location. Whinstone will also pay Customer's lost revenue from mining resulting from such termination converted to US dollars, which shall be calculated based on the average market price of the mined digital asset and mining difficulty levels for a period of four calendar weeks from the date of the termination.

13.4. It is in the best interest of both Parties to pursue all reasonable efforts to remedy any issues with the Services or Service Level Agreement without termination or penalties. In cases of negligence or failure to maintain the Service Level Agreement for more than two (2) consecutive months, the Customer shall be entitled to the right to terminate the Agreement.

13.5. If Whinstone fails to install all of the Customer Equipment within 60 days of the RFU Date, the Customer shall be entitled to terminate or suspend the Agreement, and Whinstone shall refund the customer the 90% of the installation charges.

13.6. Either Party may terminate this Agreement with immediate effect by written notice and without further obligation or liability to the Customer if required by any law enforcement or other government or regulatory organization or authority or by the courts.

13.7. All rights and obligations of the Parties shall cease to have effect immediately upon termination of this Agreement, except that termination shall not affect:

13.7.1. accrued rights and obligations of the Parties at the date of termination; and

13.7.2. the continued survival and validity of the rights and obligations of the Parties under Clauses 7, 8, this Clause 13.4 and Clauses 15, 17 and 19 and any other provisions of this Agreement necessary for the interpretation or enforcement of this Agreement.

13.8. For the avoidance of doubt, save where otherwise agreed in writing between the Parties, termination of any Services at a site does not constitute termination of this Agreement, and, where this Agreement has been terminated in accordance with its terms, all Services will automatically terminate upon such termination.

13.9. Upon termination of this Agreement, the Customer shall at its own cost and expense return to Whinstone all IP addresses provided to it by Whinstone.

Doc ID: 0576bfab07d364f2cb98c7a9e3e9486c52860acc
RHOD-BK-00015940

14. ANTI-BRIBERY AND CORRUPTION

Each Party warrants and represents that it has not and will not carry out any act that could be an offense under anti-bribery laws.

15. APPLICABLE LAW

This Agreement shall be governed by Texas Law and the parties hereby submit to the exclusive jurisdiction of the Texas courts.

16. GENERAL

16.1. No failure or delay of either Party in exercising its rights hereunder (including the right to require performance of any provision of this Agreement) shall be deemed to be a waiver or release of such rights. Any waiver or release must be specifically granted in writing signed by the Party waiving its rights and shall:

16.1.1. be confined to the specific circumstances in which it is given;

16.1.2. not affect any other enforcement of the same or any other right; and

16.1.3. unless it is expressed to be irrevocable, be revocable at any time in writing.

Any single or partial exercise of any right, power or remedy provided by law or under this Agreement shall not preclude any other or further exercise of it or the exercise of any other right, power or remedy.

16.2. If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:

16.2.1. the legality, validity, or enforceability in that jurisdiction of any other provision of this Agreement; or

16.2.2. the legality, validity, or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

16.3. All work performed by Whinstone under this Agreement shall be performed as an independent contractor and not as an agent of the Customer and neither Party shall be, nor represent itself to be, the employee, agent, representative, partner or joint venture of the other. Neither Party shall have the right or authority to assume or create an obligation on behalf of or in the name of the other or to otherwise act on behalf of the other. The performing Party shall be responsible for its employees' compliance with all applicable laws, rules, and regulations while performing work under this Agreement.

16.4. No modification, amendment or other change may be made to this Agreement or any part thereof unless reduced to writing and executed by authorized representatives of Whinstone and the Customer. Unless expressly so agreed, no modification or variation of this Agreement shall constitute or be construed as a general waiver of any provisions of this Agreement, nor shall it affect any rights, obligations or liabilities under this Agreement which have already accrued up to the date of such modification or waiver, and the rights and obligations of the Parties under this Agreement shall remain in full force and effect, except and only to the extent that they are so modified or varied.

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c652860acc
RHOD-BK-00015941

17. ENTIRE AGREEMENT

17.1. This Agreement constitutes the entire understanding between the Parties concerning the subject matter of the Agreement and supersedes any previous agreement or understanding between the Parties in relation to the subject matter.

17.2. With effect from the date of this Agreement all Services shall be provided solely in accordance with the terms of this Agreement and all prior agreements and understandings between the Parties in relation to the same shall be deemed terminated from the date hereof. Save in respect of rights and liabilities arising prior to such date, all such prior agreements and understandings shall cease to be of effect from the date of signature of this Agreement. In no event shall the pre-printed terms and conditions found on any Customer purchase order, acknowledgement, or other form be considered an amendment or modification of this Agreement, even if such documents are signed by representatives of both Parties; such pre- printed terms and conditions shall be null and void and of no force and effect.

17.3. Each Party acknowledges and agrees that in entering into the Agreement or in amending any part of this Agreement, it has not relied on any statement, representation, warranty, understanding, undertaking, promise or assurance (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in the Agreement. Each Party irrevocably and unconditionally waives all claims, rights and remedies which but for this clause it might otherwise have had in relation to any of the foregoing.

17.4. Nothing in Clauses 17.1 to 17.3 (inclusive) shall limit or exclude any liability for fraud.

18. COUNTERPARTS

18.1. This Agreement shall be executed in two originals, each Party shall retain one original respectively This Agreement shall not be effective until each of the Parties has executed at least one counterpart.

18.2. Each counterpart shall constitute an original, but all the counterparts shall together constitute one and the same instrument.

19. THIRD PARTIES

It is agreed that this Agreement is not intended to and does not give to any other person who is not a party to this Agreement any rights to enforce directly any provisions contained in this Agreement except for any person to whom the benefit of this Agreement is assigned or transferred in accordance with Clause 9.

20. FURTHER ASSURANCE

Each Party shall, if requested by the other Party and at the other Party's cost, execute or cause to be executed all documents and do or cause to be done all further acts and things as may be necessary in order to vest in and secure to the other Party and its successors in title the full benefit of the assets, rights and benefits to be transferred or granted to the other Party under this Agreement and for the protection and enforcement of the same and otherwise to give effect to this Agreement and to the rights and obligations contained within this Agreement.

Doc ID: 0576bfab07d364f2b98c7a9e3e9486c652860acc
RHOD-BK-00015942

The Agreement shall come into force from the seal or signature date by both Parties. This Agreement is made out in two original copies, one copy to be held by each Party in witness thereof.

CUSTOMER:

On behalf of Rhodium JV LLC,
By: Imperium Investments Holdings LLC
Its: Manager

x Cameron Blackmon

By: Cameron Blackmon

Its: Manager

Date: 06 / 30 / 2020

WHINSTONE:

On behalf of Whinstone US, Inc.

x Chad Everett Harris

Name: Chad Everett Harris

Title: Director

Date: 07 / 09 / 2020

Doc ID: 0576[illegible]cc

EXHIBIT 1

Doc ID: 0876fade9d624d22be64744ce0955a4d7e8da

New Hosting Service Agreement No. #R-5MW-018

THIS AGREEMENT (defined below) shall be effective upon the date of receipt of the electronic signature by Whinstone US, Inc.

BY AND BETWEEN

Whinstone US, Inc., a company having its registered office located at 2721 Charles Martin Hall Road, Rockdale, Texas 76567("**Whinstone**")

AND

Rhodium JV LLC of 7546 Pebble Drive, Fort Worth, Texas 76118, (the "**Customer**").

Whinstone and the Customer are referred to individually as "**Party**" and collectively as "**Parties**".

WHEREAS

(A) Whinstone wishes to provide electrical power at its site under the terms and conditions contained in this New Hosting Service Agreement entered into by and between the Parties as of the seal or signature date of both Parties with a Ready For Use ("**RFU**") Date to be set by the Customer no sooner than thirty (30) days from the date of the RFU Notice (as hereinafter defined); and

(B) The Customer desires to utilize Whinstone's services and intends operate 5 MW of Miners and immersible equipment on Whinstone's property in Rockdale, Texas.

NOW THEREFORE, the parties hereby agree as follows:

1. DEFINITIONS

1.1. In this Agreement the following words and expressions shall have the meanings set out below. Additional terms may be defined in the context of particular provisions of this Agreement:

"**Agreement**" means these terms and conditions, any orders placed under them, and any amendments or additions or replacements to any of the aforementioned;

"**AUP**" or "**Acceptable Usage Policy**" means Whinstone Acceptable Usage Policy from time to time which, at the date of this Agreement, is set out in a Schedule to this Agreement;

"**Advanced Remote Hands Service**" means repair and maintenance services that require taking Customer Equipment off rack as detailed in Clause 2.4 below;

"**Background IP**" shall have the meaning set out in Clause 6.5 below;

"**Basic Remote Hands Service**" means repair and maintenance services performed without taking Customer Equipment off rack as detailed in Clause 2.3 below;

"**Business Day**" means a day which is not a Saturday, Sunday or a public holiday in the United States;

"**Capital Expenditure**" shall have the meaning ascribed to that term in Clause 3.14.1 below.

"**Confidential Information**" means the terms of this Agreement and all information whether in written or any other form which has been or may be disclosed in the course of the discussions leading up to the entering into or performance of this Agreement and which is identified as confidential or is clearly by its nature confidential including information relating to this Agreement or the Services, data used or generated in the provision of the Services, or any of Customer's products, operations, processes, plans or intentions, know- how, trade secrets, market opportunities, customers and business affairs;

"**Customer Equipment**" means the Customer's Miners and other Customer equipment installed in the Licensed Area;

"**Data Center**" means the Whinstone leased site located at the former Alcoa Rockdale Energy Sandow Mine facility in Rockdale, Texas;

"**Data Center Rules**" means the rules applying to the Customer's use of the Data Center;

"**Data Protection Laws**" means the laws and regulations governing the use of personal data;

"**Defaulting Party**" shall have the meaning set out in Clause 13.2 below;

"**Developed IP**" shall have the meaning set out in Clause 6.5 below;

"**Extended Term**" shall have the meaning set out in Clause 13.1 below;

"**Force Majeure**" means any event beyond the reasonable control of either or both of the parties including but without limitation to war, civil war, armed conflict or acts of terrorism or a public enemy or other catastrophes, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule or regulation or direction coming into force after the date of this Agreement, epidemics, pressure waves caused by devices traveling at supersonic speeds, nuclear accident, and acts of God and strikes, slowdowns, lockouts or other labor stoppages excluding employee(s) of Whinstone affecting third parties which in each case causes either party to be unable to comply with all or a material part of its obligations under this Agreement;

"**Hosting Service**" means service providing electrical power and ventilation to the Customer Equipment as detailed in Clause 2.2 below;

"**Initial Term**" shall have the meaning set out in Clause 13.1 below;

"**Intellectual Property**" means all intellectual property, including patents, utility models, trade and service marks, trade names, domain names, rights in designs, copyrights, moral rights, topography rights, rights in databases, trade secrets and know-how, in all cases whether or not registered or registrable and including registrations and applications for registration of any of these and rights to apply for the same, rights to receive equitable remuneration in respect of any of these and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world;

"**IP Connection Service**" means the connection to the Customer Equipment permitting communication with the Internet as specified in the Service Details;

"**Licensed Area**" means the Building C where the Customer Equipment will be placed;

Doc ID: 0576fabd9662f4b22b6b4744ce0855a4d73f0da
RHOD-BK-00015946

"**Maintenance**" means any work carried out by Whinstone in order to upgrade, improve or maintain the Service including any modification, change, addition or replacement which does not detract from, reduce or impair the overall quality or performance of the Service;

"**Miners**" means cryptocurrency mining machines, which are part of the Customer Equipment, which connect using the IP Connection Service and send computation results to the Mining Pool.

"**Mining Pool**" is the pooling of resources by Miners, who share their processing power over a network, to split the reward equally, according to the amount of work they contributed to the probability of finding a block.

"**Services**" collectively means Hosting Service, Basic Remote Hands Service, and Advanced Remote Hands Service, with the Hosting Service and Basic Remote Hands Service provided as needed to the Customer;

"**Service Details**" means service details in the format provided by Whinstone pursuant to which the Customer may request Services;

"**Party**" means Whinstone and the Customer (as the case may be) and shall include their permitted assignees and "**Parties**" shall mean both of them;

"**Pass Through Rate**" shall have the meaning set out in Clause 3.11.2 below;

"**Personal Data**" shall have the meaning as defined under the Data Protection Laws;

"**PPM Agreement**" shall have the meaning set out in Clause 3.11.2 below;

"RFU Date" means the Ready For Use Date, which is the date Whinstone will fully provide the Customer the Services;

"RFU Notice" means the written notice provided by the Customer to Whinstone setting the Ready For Use Date. This RFU Notice shall be provided to Whinstone no less than thirty (30) days prior to the Ready For Use Date set forth in the RFU Notice.

"**Representatives**" means, in relation to any party, its officers, employees and agents;

"**Scheduled Maintenance**" means Maintenance that is: (i) carried out between the hours of 12:00 am to 6:00 am; and (ii) notified to the Customer at least five (5) Business Days in advance;

"**Specified Power Draw**" shall have the meaning set out in Clause 3.13 below;

"**Whinstone Equipment**" means any equipment which is supplied by or on behalf of Whinstone to the Customer for the purpose of providing the Services and includes any equipment specified in Service Details; and

1.2. In the event of any conflict between any of the documents referred to in this Clause 1.2, they shall be given the following order of priority:

1.2.1. the terms of the relevant Service Details;

1.2.2. the terms set out in this Agreement; and

1.2.3. the terms set out in the AUP.

Doc ID: 0576fabd07d3641e2b98c7a9e3e9486c52860acc
RHOD-BK-00015947

1.3. In the Agreement:

1.3.1. references to Clauses, paragraphs and subparagraphs are references to clauses, paragraphs, subparagraphs of or to this Agreement;

1.3.2. the headings contained in this Agreement are for convenience only and shall not influence the interpretation of this Agreement;

1.3.3. any reference to a statute, statutory provision, subordinate legislation, code or guideline ("legislation") is a reference to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation.

1.4. Whinstone and the Customer each represents and warrants to each other that it has the power to enter into, exercise its rights under and perform and comply with its obligations under this Agreement and all actions, conditions and things required to be taken, fulfilled and done by it to so enter into, exercise its rights under and perform and comply with its obligations under this Agreement and ensure that those obligations are valid, legally binding and enforceable have been taken, fulfilled and done.

2. SERVICE DESCRIPTION

2.1. Data Center Facilities

2.1.1. Whinstone will provide an installation environment for the Customer Equipment including, but not limited to, the Licensed Area in two buildings, rack systems, electricity supply (including PDU), transforming equipment, free air cooling (including evaporative cooling and single phase liquid cooling), smoke detection, IP Connection Service and physical security. Physical security includes 24-hour patrol, camera security, and a fence around the Licensed Area.

2.1.2. Whinstone shall grant the Customer, free of charge, escorted access to the property in Rockdale, TX for equipment inspections, installation, removal, additions, subtractions or physical maintenance by prior appointment.

2.1.3. With written prior consent of the Customer, Whinstone may relocate the Customer Equipment within the Data Center or to another facility operated by Whinstone provided that there are no changes to the terms of this Agreement. Any such relocation of the Customer Equipment will be carried out by Whinstone. Any costs incurred in relation to such relocation will be borne by Whinstone. The Customer shall reserve the right to inspect the new facility beforehand.

2.1.4. When the Customer visits the property in Rockdale, TX or accesses the Data Center network remotely the Customer shall at all times comply with the Data Center Rules that have been provided to the Customer in advance; provided, however, that the Customer shall only be obligated to comply with such Data Center Rules to the extent that they are reasonable. Whinstone shall provide the Customer a copy of the Data Center Rules and shall send a new copy if there are any changes made therein.

2.1.5. Whinstone represents and warrants that building or other permits, city inspection, or certification is not required with regard to providing services under this Agreement.

2.1.6. Whinstone represents and warrants that the Data Center has been certified by the Texas Comptroller of Public Accounts as, and is presently publicly registered with the Texas Comptroller as a "Qualifying Data Center" within the meaning of the Texas Tax Code Section 151.359 and the rules promulgated thereunder, and, as such, is entitled to claim an exemption from the Texas state sales tax for qualifying purchases. Whinstone

Doc ID: 0576fabb07d364f2cb98c7a9e3e9486c52860acc
RHOD-BK-00015948

covenants and agrees that the Data Center shall remain certified by and publicly registered with the Texas Comptroller as a "Qualifying Data Center" during and throughout the Initial Term.

2.2. Overview of Hosting Service

Whinstone shall be responsible for the following:

2.2.1. License of the Licensed Area.

2.2.2. Provision of the cabling for a connection to the IP Connection Service by way of a CAT 5e Ethernet cable.

2.2.3. Escorted access by the Customer's employees to the Customer Equipment at any time from 10 am to 5 pm Monday through Friday.

2.2.4. Monitored alarm and security call out service.

2.2.5. Physical Security: The facility will be surrounded by fencing and monitored by security cameras. Whinstone shall implement access control policies to ensure non-authorized persons are not able to enter the facility. Armed personnel will be onsite at all times.

2.2.6. IT Security: Whinstone will install a firewall and implement an IT security policy to prevent unauthorized access physically or remotely, viruses and ransomware. However, the Customer shall have the right to install its own firewall and implement its own security policies in the place of or in addition to Whinstone as mutually agreed to by both parties.

2.2.7. Fire detection and alarm system.

2.2.8. Equipment parts storage and inventory management.

2.2.9. After the RFU Date, acceptance of delivery of the Customer Equipment between 10:00 am to 4:00 pm on Business Days, subject to two (2) Business Days' notice to Whinstone, to be stored prior to installation.

2.2.10. Whinstone will be solely responsible for handling any complaints from third parties with respect to the noise from the Customer Equipment and shall hold the Customer harmless from any responsibility or costs arising out of or in relation to such complaints.

2.2.11. Whinstone will install all Customer Equipment on the data center racks, provide power and internet connection within thirty days of RFU Date. Installation includes unpacking, assembly and installation, LAN cable and power connection, initial setting, and garbage disposal.

2.2.12. Whinstone will provide stable power supply to the Customer's equipment at 240V. The equipment's power consumption may be adjusted by following instructions from the manufacturer. Whinstone will comply with any request from the Customer to adjust the power consumption if the total power consumption of all Customer equipment does not exceed the Specified Power Draw, or fall below eighty percent (80%) of the Specified Power Draw, unless both Parties mutually agree to do so.

2.2.13. Whinstone will follow the Service Level Agreement in Clause 4 and make its best efforts to ensure:

i. Average air intake temperature into the Customer's Miners is not greater than 30 degrees Celsius by maintaining sufficient airflow, preventing mixing of cool and

Doc ID: 0576fabd97d3641b2b98c7a9e3a9486c652860cc
RHOD-BK-00015949

hot exhaust air from the equipment in the data center, and using evaporative cooling;

ii. Filters are used in the air intake system of the data center facility, and the air inside the data center is free of dust, insects, corrosion, precipitation and condensation.

iii. Intake and exhaust fans are free of obstruction or debris.

2.2.14. Whinstone will label all the Customer Equipment, cables, replacement parts to track inventory, replacement parts, and to make Basic Remote Hand Service the most efficient.

i. Whinstone will reference Miners with a unique identifiable identification number when giving reports to the Customer;

ii. For equipment other than Miners which may not have a unique ID number, Whinstone will properly label and store the equipment separate from other customers in the data center.

2.2.15. Whinstone will provide monthly reports to the Customer. These reports shall contain a summary of monthly power draw as measured from power consumption meters and include appropriate billing owed to Whinstone by the Customer.

2.2.16. Whinstone will provide Basic Remote Hands Service at no extra charge as outlined in Clause 2.3.1 and will offer Advanced Remote Hands Service for additional cost as outlined in Clause 2.4.1.

2.2.17. Customers may inspect the site before shipping its equipment and supplies to bring the Customer's Miners online. Upon completion of the inspection, the Customer may reduce the Specified Power Draw cited in Clause 3.12.1 if the site does not meet Customer's expectations and reduce the Advanced Remote Hands Service fee by the same proportionate amount as the reduction of Specified Power Draw.

2.3. Basic Remote Hands Service

2.3.1. Basic Remote Hands Service is available twenty-four (24) hours a day, seven (7) days a week. Where requested by the Customer, Whinstone staff shall be available to perform the following tasks only on the instructions of the Customer in respect of the Customer Equipment:

i. Remote monitoring of equipment performance and status;

ii. Remote fault diagnosis;

iii. Pushing a button;

iv. Switching a toggle;

v. Power cycling (turning on/off) the Customer Equipment;

vi. Re-setting, rebooting the Customer Equipment;

vii. Securing cabling to connections

viii. Observing, describing and/or reporting to the Customer indicator lights or display information on machines or consoles;

ix. Cable organization;

Doc ID: 0576bfab07d364f2cb98c7a9e3e9486c52860acc
RHOD-BK-00015950

x. Modifying basic cable layout, labelling and/or re-labelling of the Customer Equipment;

xi. Cable patching;

xii. Checking alarms for faults; and/or

xiii. Inserting/removing discs or equivalent storage devices into/ from the Customer Equipment.

2.4. Advance Remote Hands Service

2.4.1. The following Advanced Remote Hands Services are not included in the Basic Remote Hands Service but may be provided by Whinstone to the Customer on a best effort basis. Unless explicitly expressed in Clause 2.3.1, in cases of ambiguity between Advanced Remote Hands Services and Basic Remote Hands Services, Advanced Remote Hands Services shall come into effect if the Customer Equipment must be taken off the rack:

i. Installing applications or software to the Customer Equipment;

ii. Uploading of data to the Customer Equipment;

iii. Configuring the Customer Equipment operating system;

iv. Configuring any software or applications on the Customer Equipment;

v. Customer Equipment component fault diagnosis;

vi. Software component fault diagnosis;

vii. Rectifying problems caused by the Customer Equipment or software;

viii. Rectifying problems caused by the Customer; or

ix. Any service whatsoever requiring the opening of the outer casing of any of the Customer Equipment.

2.4.2. Communication for Advance Remote Hands Service shall be done via email or Whinstone's ticketing system. Whinstone will follow the Service Level Agreement as well as the work schedule specified in Clause 4.

2.4.3. Advanced Remote Hands Service shall be provided by Whinstone to the Customer for a fixed monthly fee as detailed in Clause 3.12, separately from Hosting Fees which includes only the Basic Remote Hands Service.

3. CHARGES AND PAYMENTS

3.1. In consideration of the provision of the Services, the Customer shall pay charges in accordance with this Clause 3.

3.2. Whinstone shall issue a monthly invoice to the Customer no later than the tenth day of the following month containing all charges and fees for providing the Services under this contract, including the Hosting Fees prepayment under 3.11.2. The Customer shall pay the undisputed amounts of such invoice no later than the last day of the month in which the Customer receives it.

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c652860acc
RHOD-BK-00015951

3.3. If the Customer requests Whinstone to provide any services other than contemplated in this Agreement, Whinstone shall be entitled to invoice the Customer for any and all changes to such services pursuant to the agreement between the parties.

3.4. If either Party fails to pay any amount owed under this Agreement by the dates set forth herein:

3.4.1. The Party to receive payment shall be entitled but not obliged to charge the Customer interest at a rate of 5% per year on the overdue amount commencing 14 business days after the due date up to the date of actual payment.

3.4.2. Actual power consumption is measured at the end of each month, and a credit or debit is applied toward the next hosting fee prepayment invoice. If the credit or debit is not paid or applied on that invoice, the Party to receive payment shall be entitled but not obliged to charge the other Party interest 5% per year on the overdue amount commencing 14 business days after the due date of the invoice to the date of actual payment.

3.5. All charges and payments referred to in this Agreement are inclusive of sales tax (if applicable) and all similar taxes and duties payable in respect of such payments. To the extent that additional tax is properly chargeable to the Customer, the Customer shall pay at the time that the payment becomes due.

3.6. All amounts due under this Agreement shall be paid in accordance with all work performed and services provided. In the event that the Parties change the scope of the services, Whinstone and the Customer will agree on all billing changes and handle each credit or debit once there is a mutual agreed amount.

3.7. In the event of any failure by either Party to make full payment to the other Party of any and all amounts due pursuant to this Agreement, the Party owing payment shall be responsible for all costs and expenses which the other Party reasonably incurs in collecting such amounts.

3.8. The Parties may combine charges and invoices and offset any amounts owed to the other Party.

3.9. This Clause intentionally left blank.

3.10. Installation Fees

3.10.1. This Clause intentionally left blank.

3.10.2. Installation is considered complete when the Miner is seen remotely connecting to the Mining Pool and sending computation. In cases of faulty equipment, installation will be considered complete when Whinstone diagnoses the fault, sends a report to the Customer, and completes installation of alternative equipment.

3.10.3. This Clause intentionally left blank.

3.11. Hosting Fees

3.11.1. The Hosting Fees cover all services and items specified in this Agreement except for Advanced Remote Hands Service in Clause 3.12 and is calculated based on the power consumption of the Customer Equipment and shall not include Whinstone's own equipment (PUE) or the equipment of Whinstone's other customers.

3.11.2. The Hosting Fee rate is the lesser of either (i) $0.01705 USD or (ii) the "Pass Through Rate" as hereinafter defined. As used herein, the "**Pass Through Rate**" is defined as the lesser of either (i) the "Net Effective Rate" as that rate is defined and calculated in the

Doc ID: 0576bfab07d364f2b98c7a9e3e9486c652860cc
RHOD-BK-00015952

Pro Forma Pricing Model attached as Attachment C to that certain Power Services Agreement entered into by and between Whinstone and Priority Power Management LLC on April 3, 2020 (the "**PPM Agreement**") or (ii) the exact price at which Whinstone is billed monthly for electricity provided to Customer per kilowatt-hour. The Hosting Fee rate shall remain unchanged for 3 (three) consecutive years under any Extended Term under Clause 13.1. Whinstone will install power consumption meters at the transformers.

3.11.3. Whinstone, to the best of its knowledge, confirms that the "Pass Through Rate" is presently $14.74 per Megawatt Hour as shown in the Pro Forma Pricing Model attached as Attachment C to the PPM Agreement, a materially accurate copy of which is attached hereto as Exhibit "1". Customer understands that this rate is variable.

3.11.4. Hosting Fee rate = $17.05 per Megawatt Hour or lower depending on the "Pass Through Rate" for 3 years, with the option to renew for the remainder of the Initial Term at the same pre-agreed upon terms seen in 3.11.2, in one year increments. Whinstone will invoice a 5,000 kW upon deployment of the Customer Equipment. Whinstone will require the payment to be made fifteen days prior to powering the Licensed Area.

3.12. Advanced Remote Hands Service Fee

3.12.1. Whinstone will invoice the Customer a fixed monthly fee of $1,667.00 (USD) for the Advanced Remote Hands Services based on a scale of 1317 Miners, or 5mW equivalent. Whinstone will invoice Advanced Remote Hands Services together with the Hosting Fees and the applicable period for services rendered shall be the same month as the Hosting Fees unless otherwise specified. Notwithstanding the prior sentence, until all Specified Power Draw is provided, and all the Miners have been installed, Whinstone will invoice the Customer for Advanced Remote Hands Services based on the average number of installed Miners during the prior month. This fixed monthly fee will be credited towards Customer's power bill in the result that there is greater than or equal to eighty percent (80%) of the Specified Power Draw at the rate specified in Clause 3.11.1

3.12.2. Whinstone will adhere to all sections of the Service Level Agreement in Clause 4 as well as those specifically detailed for the Advanced Remote Hands Service.

3.12.3. In the likely result that the Advanced Remote Hands Service Fee is not necessary for Customer because they are monitoring their own systems with on-site staff, Customer will elect, in writing, that this service is no longer needed. Upon election and acceptance from Whinstone, this fixed monthly fee will be waived indefinitely.

3.13. Specified Power Draw

3.13.1. Whinstone will provide the Customer with at least 5,000 kW (5) MW of power available for the Services by the RFU Date. As a minimum commitment, regardless of power consumption, the Customer shall pay for Hosting Fees for greater than or equal to eighty percent (80%) of the Specified Power Draw at the rate specified in Clause 3.11.1.

3.13.2. Customer and Whinstone agree, to the best of their ability, to be fair in negotiations and working to a mutually beneficial decision in the result of unforeseen circumstances.

For Purpose of Example and Reference, a cost of power calculation has been provided below based on $17.05/mWh ($0.01705/kWh), the "Hosting Fee rate"

30-day month: 5,000 kW * Hosting Fee * 24 hours * 30days = $61,380.00
31-day month: 5,000kW * Hosting Fee * 24 hours * 31days = $63,426.00

3.13.3. If Whinstone determines that the over-usage of power cannot be reasonably permitted, Whinstone reserves the right to require the Customer to remove or deactivate sufficient

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015953

Customer Equipment to prevent such over-usage within 24 hours of notification, which will describe in detail the reasons for the removal or deactivation. Whinstone shall consult with the Customer in good faith before determining to remove or deactivate.

3.14. The Customer will pay to Whinstone the "Capital Expenditure" (as defined in the following sentence) not to exceed $800,000. The Capital Expenditure shall be paid in full to Whinstone no later than five (5) business days after the RFU Notice is provided. The "**Capital Expenditure**" is defined as the lesser of either (i) the actual costs of construction and buildout of the infrastructure, building and power requirements of the Licensed Area or (ii) Eight Hundred Thousand U.S. Dollars ($800,000.00 USD). No later than thirty (30) days after the the RFU date, Whinstone shall provide to Customer a full accounting of the actual costs of construction and buildout of the infrastructure, building and power requirements of the Licensed Area along with accurate receipts, bookkeeping, and proof of purchase for all invoices exceeding $5,000 per line item.

3.15. This Clause intentionally left blank.

3.16. Whinstone agrees that all costs of construction and buildout of the infrastructure, building and power requirements of the Licensed Area greater than $800,000 will be at the sole cost and expense of Whinstone. Whinstone agrees that, in the result of which this $800,000 is more than necessary for the Capital Expenditure, Whinstone will refund the remaining funds to Customer.

3.17. Whinstone represents and warrants that the Capital Expenditure and Hosting Fees shall be exempt from Texas state sales tax because the expenditures for which the Capital Expenditure and Hosting Fees will be allocated are qualifying purchases for a "qualifying data center" within the meaning of Texas Tax Code Section 151.359 and the rules promulgated thereunder. In the event that, at any time during the Initial Term, any Texas state sales tax should be assessed on any portion of the Capital Expenditure or any portion of the Hosting Fees, Whinstone shall pay such Texas state sales tax solely from its own funds and shall indemnify and hold harmless the Customer from any and all liability, charges, costs, assessments, fees, fines, penalties and interest arising out of such assessment.

3.18. Whinstone agrees that the Capital Expenditure allows Customer complete use of the Licensed Area for a continuous, uninterrupted period of ten (10) years, unless otherwise mutually agreed upon by both Parties in writing at a later date.

4. OPERATIONS AND SERVICE LEVEL AGREEMENT ("SLA")

4.1. Whinstone reserves the right to vary the technical specifications of the Services where necessary for operational reasons and without detracting from, reducing or impairing the overall quality or performance of the Services, after giving reasonable written notice to the Customer (except in the case of an emergency where notice is not possible; provided, however, that in such case, Whinstone shall provide notice to the Customer then as soon as reasonably possible).

4.2. Without prejudice to Clause 4.1, Whinstone reserves the right to, after providing the Customer with reasonable advance written notice (provided, however, that in the event of an emergency, as soon as reasonably possible) at any time to make any change, addition to or replacement of any part of the Services where this is required to conform with any applicable safety, statutory or legal requirement, provided that this does not detract from, reduce or impair the overall quality or performance of the Services.

4.3. The Customer may report any claims including failures of performance of the Services by Whinstone to the Whinstone support center at any time. Whinstone shall take all actions necessary to remedy such failures as soon as possible.

Doc ID: 0576bfab07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015954

4.4. Interface or access to inventory, monitoring and Hashtrend software is provided to the Customer at no additional charge.

4.5. Uptime Guarantee

4.5.1. Whinstone guarantees an uptime percentage (percentage of time to maintain uninterrupted performance of the total Customer Equipment) of 96.35% and no more than 6 days of planned downtime due to loss of power, construction, or network outage.

4.5.2. Whinstone will not charge Customer for any power cost during the period of which there is interrupted performance of the total Customer Equipment.

4.5.3. Whinstone will give at least twenty-four (24) hours advance notice to the Customer via email before any datacenter downtime, or any downtime affecting more than one hundred (100) machines at one time.

4.5.4. If any unplanned event causes more than 10% of equipment to go offline, Whinstone will acknowledge the alert within 1 hour and report immediately to the Customer. Whinstone will attempt to begin remedy of the issue within 1 hour of alert acknowledgement and shall provide a full incident report within 5 business days of alert acknowledgement to the Customer.

4.6. Performance Guarantee

4.6.1. Whinstone will perform maintenance and repairs to ensure the total daily average hashrate of all machines does not fall by more than 5% below the Customer Equipment manufacturer's specified range.

4.6.2. If total hourly average hashrate of all Customer Equipment falls more than 10% compared to the previous hour, Whinstone will respond to the incident within 1 hour and provide a full incident report within 5 business days of the incident to the Customer.

4.6.3. Whinstone will make the best effort to employ a monitoring system to monitor uptime, performance and other machine metrics.

4.6.4. Whinstone shall maintain average hashrate overall for Customer Equipment within the tolerance range of the equipment manufacturer's specifications.

4.6.5. Whinstone shall acknowledge alerts from its monitoring system within 30 minutes and respond within 1 hour. If the problem cannot be corrected, the Customer Equipment affected will be place in a maintenance queue and reported to the Customer by the next business day.

4.6.6. Whinstone will reply to notices from the Customer on the same business day.

4.6.7. Whinstone shall maintain an intake temperature suitable for proper operation of the machines. If any machines do overheat, Whinstone shall turn them off as soon as possible and report the issue to the Customer.

4.7. Advanced Remote Hands Service

4.7.1. Whinstone will provide Advanced Remote Hands Service from 9 am to 9 pm, seven days a week. This service includes repairs, unracking/racking units, and replacement of parts such as hashboards, fans, controller boards.

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015955

4.7.2. If the hourly hashrate performance of a single Miner drops more than 10%, Whinstone will respond within 30 minutes, and attempt to repair or replace faulty parts and components within 1 hour. If the issue cannot be resolved within 1 hour, Whinstone will place the equipment into a maintenance repair queue.

4.7.3. Whinstone shall reduce the maintenance repair queue at all times it is not responding to any incidents.

4.8. Whinstone will sell electricity in lieu of providing electricity to the Customer if the Ercot Market profitability exceeds the 250% of the contract price. The profit will be distributed 100% to the Customer.

5. WHITELABELING OF SERVICES

The Customer may white label the Services and arrangements under this Agreement on a back-to-back basis to specifically named third parties upon thirty-day notification to Whinstone, and Whinstone shall accept such execution of this right provided there are no changes to the terms of this Agreement. Any requested changes to warranties, representations, obligations, or service levels to be provided by Whinstone shall be negotiated in good faith by the Parties. Unless prior arrangement is made, the Customer shall be responsible for billing and collection associated with any white label offering.

6. OWNERSHIP AND INTELLECTUAL PROPERTY

6.1. The Parties acknowledge and agree that the Customer Equipment is the sole property of the Customer. In no event shall Whinstone claim ownership of any of the equipment.

6.2. The Parties acknowledge and agree that any outcomes or productivities, including but not limited to, block chains, hash and digital currencies, generated from the operation of the equipment are the sole property of the Customer. In no event shall Whinstone claim the ownership of any of such outcomes or productivities.

6.3. Whinstone shall not sell or create any mortgage, lien, or any kind of encumbrance on the Customer Equipment, the Intellectual Property, or any outcomes or productivities owned by the Customer.

6.4. The Customer will have a non-transferable license to use any IP address allocated by Whinstone to the Customer for the duration of this Agreement. If this Agreement is terminated for any reason, the Customer's license to use the IP address shall automatically terminate.

6.5. Customer owns any Developed IP. "**Developed IP**" means any intellectual property other than Background IP created or discovered by the Parties in connection with this Agreement, including without limitation any reports Whinstone provides to Customer. "**Background IP**" means all intellectual property owned or licensed by a Party before starting services under this Agreement or independent of services under this Agreement. The Developed IP is a work made for hire for the Customer to the extent permitted by applicable law, and Customer retains all intellectual property rights in the Developed IP. To the extent that Whinstone or its personnel own any rights in the Developed IP, Whinstone assigns, or will procure the assignment of, all rights, title, and interest in the Developed IP to Customer. If applicable law prevents future assignments, Whinstone will assign, or will procure the assignment of, such rights as these are created. If applicable law prevents Whinstone from transferring ownership of any

Doc ID: 0576bfab07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015956

Developed IP to Customer, Whinstone grants Customer a perpetual, irrevocable, exclusive, royalty-free, fully-paid, transferable, worldwide license, with the right to sublicense, to: (1) reproduce, prepare derivative works of, distribute, publicly perform, publicly display, and otherwise use such Developed IP; and (2) make, use, sell, offer for sale, import, export any component of, and otherwise dispose of such Developed IP. This agreement does not transfer any rights associated with Background IP, which will remain vested with their owners.

6.6 Whinstone will defend Customer and its affiliates, and indemnify them against liabilities in any third-party legal proceeding to the extent arising from an unaffiliated third party's allegation that Customer or its affiliate's use of the Services or any deliverable under this Agreement from Whinstone infringes or misappropriates the third party's Intellectual Property Rights.

7. CONFIDENTIALITY

7.1. The parties agree that Confidential Information:

7.1.1. shall be used solely for the purpose for which it was furnished in connection with performance of this Agreement;

7.1.2. shall be maintained in strict confidence and shall not be disclosed to third parties, provided, however, that Whinstone and the Customer may disclose Confidential Information to their respective affiliates and sub-contractors and their respective employees who need to have access to such Confidential Information for the purposes of providing the Services on the condition that Whinstone and the Customer shall procure compliance by such sub-contractors or affiliates and their respective employees with the terms of this Clause 7; provided, however, that Whinstone and the Customer shall be responsible for any breach of the obligations set forth in this Clause 7 by such sub-contractors or affiliates and their respective employees; and

7.1.3. upon termination of this Agreement shall be returned to the disclosing Party, together with all copies, or (at the disclosing Party's option) destroyed.

7.2. Any disclosure of Confidential Information permitted under Clause 7.1.2 shall be in confidence, and only be to the extent that any persons to whom the information is disclosed need to know the same for the performance of their duties and the receiving Party shall be obliged to procure that all such persons are aware of the obligation of confidentiality and undertake to comply with it.

7.3. The obligations of confidentiality and restricted use set out in Clauses 7.1 and 7.2 are not applicable to Confidential Information that:

7.3.1. was previously or becomes known to the receiving Party, free from any obligation to keep the same confidential (provided that Confidential Information disclosed in contemplation of the provision of the Services shall still remain subject to such obligations);

7.3.2. is or becomes generally available to the public, other than as a direct or indirect result of unauthorized disclosure by the receiving Party, its affiliates or a person engaged by the receiving Party or its affiliates contrary to their respective obligations of confidentiality;

7.3.3. is shown to have been independently developed by the receiving Party, its officers, employees, agents or contractors;

7.3.4. the Parties agree in writing that it need not be kept confidential; or

Doc ID: 0576bfab07d364f2cb98c7a9e3e9486c52860cc
RHOD-BK-00015957

7.3.5. is required to be disclosed by law or by regulation or by the order of any governmental authority or court provided that, to the extent permitted by law, prior to any disclosure, the receiving Party notifies the disclosing Party of the information to be disclosed and the circumstances in which the disclosure is alleged to be required as early as reasonably possible before such disclosure must be made and, at the disclosing Party's request and cost, assists the disclosing Party in avoiding or limiting any such disclosure.

7.4. Without prejudice to any other rights and remedies that the disclosing Party may have, the receiving Party agrees that if Confidential Information is used or disclosed or threatened to be used or disclosed other than in accordance with the terms of this Agreement, the disclosing Party shall, without proof of special damage, be entitled to seek an injunction, specific performance or other equitable relief for any actual or threatened breach of this Clause 7.

7.5. Notwithstanding Clause 7.1, Whinstone will request in writing to the Customer and request the Customer to participate in its advertising and/or promotional literature and other materials. The Customer has the right to opt out of any and all advertising request.

7.6. In order for Whinstone to provide the Services, the Customer will need to supply certain information or data. Where such information or data constitutes Personal Data, Whinstone will comply with the Data Protection Laws. The Parties shall duly observe and comply with all their obligations under the Data Protection Laws in relation to any Personal Data processed in connection with this Agreement and shall render such assistance and cooperation as is reasonably necessary or reasonably requested by the other Party in respect thereto.

7.7. It shall be the Customer’s responsibility to keep any Personal Data provided to Whinstone up to date and the Customer warrants and undertakes to Whinstone that all of its Personal Data and contact details are accurate and complete.

7.8. Whinstone may pass the Customer’s Personal Data to Whinstone affiliates and to any third-party suppliers Whinstone may use to provide services that involve processing data on Whinstone’s behalf for the purpose of providing the Services and as contemplated by the terms of this Agreement; provided, however, that Whinstone shall be responsible for any breach of the obligations set forth in this Clause 7 by such affiliates and third party suppliers.

8. LIABILITY, REPRESENTATIONS, WARRANTIES, AND INDEMNIFICATIONS

8.1. Both Parties represent and warrant that they have the right and capacity to enter into this Agreement and fully perform their respective obligations hereunder;

8.2. Whinstone shall perform the Services as described herein and shall provide the Services in a professional manner consistent with industry standards.

8.3. Whinstone hereby agrees to indemnify and hold harmless the Customer and any of its managers, owners, successors, licensees and assignees, from any and all losses, costs, liabilities, damages and expenses, including but not limited to, reasonable attorney fees resulting from any breach of any obligations, representation, warranty and/or covenant under this Agreement. Notwithstanding any provisions herein, Whinstone agrees to indemnify the Customer for any losses directly or indirectly caused by negligence or intentional or willful misconduct of Whinstone in its performance of obligations under this Agreement, including but not limited to, faulty operations, bad design, or misuse of the facilities in the datacenter.

Doc ID: 0576bfab07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015958

8.4. If electrical supply is suspended for five (5) or more consecutive days, or more than seven (7) days in any twelve (12) month period due to any cause other than due to Force Majeure event, the Customer is entitled to suspend or terminate this Agreement by giving a written notice to Whinstone. Written notice will be signed and emailed to Whinstone, and a physical copy will be sent to Whinstone's registered address. The timestamp of the email will be considered the date of the receipt of such notice. If the Customer terminates this Agreement for the aforementioned reason, Whinstone shall pay for the costs to decommission, clean, package onto pallets and for the shipping cost to transport all Customer's Customer Equipment to a new location.

8.5. Neither Party excludes or limits its liability to the other Party for:

8.5.1. death or personal injury caused by its negligence;

8.5.2. fraud or fraudulent misrepresentation.

8.6. Subject to Clauses 6, 8.5, 8.7, and claims for outstanding payment, the aggregate liability of each Party to the other in contract, tort (including negligence), for breach of a statutory duty or otherwise arising under or in connection with this Agreement or its subject matter shall be limited to a sum equal to the greater of: (i) the aggregate charges payable by the Customer to Whinstone in the twelve-month period immediately prior to the date on which the cause of action first arose or, if the Agreement had been in force for less than twelve months at that date, the annualized amount of the charges payable by that date; and (ii) USD $250,000.

8.7. Subject to Clause 8.5 but notwithstanding anything else in this Agreement, the aggregate liability of:

8.7.1. the Customer to Whinstone for damage to property, in contract, (including negligence) or otherwise arising under or in connection with this Agreement shall be limited to a sum equal to the aggregate charges payable by the Customer to Whinstone in the twelve-month period immediately prior to the date on which the cause of action first arose or, if the Agreement has been in force for less than twelve months on such date, the annualized amount of the charges payable by that date; and

8.7.2. Whinstone to the Customer for damage to property, in contract, tort (including negligence) or otherwise arising under or in connection with this Agreement shall be limited to a sum equal to the aggregate charges payable by the Customer to Whinstone in the twelve-month period immediately prior to the date on which the cause of action first arose or, if the Agreement has been in force for less than twelve months on such date, the annualized amount of the charges payable by that date.

8.8. In no event will Whinstone have any liability for non-provision or delay in the provision of the Services which:

8.8.1. can be reasonably attributed to the acts or omissions of the Customer, its affiliates, employees, workers, sub-contractors, agents or customers including but not limited to failure to provide complete, accurate information in a timely manner for Whinstone;

8.8.2. arises from or as a consequence of use of the Services other than in accordance with the express terms of this Agreement; and/or

Doc ID: 0576fabe9627d2b6847446e0553a4d7a0da

8.8.3. occurs during any period of suspension in accordance with Clause 12, provided, however, that this Clause 8.8 shall not apply in the case of willful misconduct or negligence by Whinstone, its affiliates, employees, workers, sub-contractors or agents.

8.9. The Customer acknowledges that Whinstone would not enter into this Agreement at the prices herein without the foregoing limitations of liability. Each Party acknowledges that the allocation of risk in this Agreement (including the exclusions and limitations set out in this Clause 8) has been freely negotiated at arm's length and is regarded by it as reasonable. The Customer acknowledges that it has had an opportunity to consider adequate insurance cover and to obtain professional advice in relation to this Clause 8.

8.10. Whinstone shall not be liable for any claim arising under this Agreement unless the Customer gives Whinstone written notice of the claim within twelve months of becoming aware of the circumstances giving rise to the claim.

8.11. Whinstone shall maintain minimum general business liability insurance in the amount of ten million US Dollars per occurrence or replacement value of the Customer's Customer Equipment, whichever is lower. This coverage will not include business income interruption coverage. The Customer is responsible for insuring their equipment and business income interruption insurance.

8.12. Whinstone represents to the Customer that it has secured rights to at least 100 acres of leased land for two years for the Data Center and secured for commercial access up to one (1) gigawatt of aggregated electricity that can be delivered to the Data Center, of which a portion of that may be incrementally offered to the Customer under an Extended Term.

9. ASSIGNMENT

9.1. This Agreement and all rights and obligations hereunder, in whole or in part, may be assigned or transferred by the Customer without the prior written consent of Whinstone. The Customer shall provide prompt written notice to Whinstone of any such assignment or transfer. Following such assignment or transfer, but provided that the Customer has provided written notice thereof to Whinstone, (i) the assignee or transferee shall assume and be liable to Whinstone for the full and faithful performance of all of the Customer's obligations under this Agreement and be considered the "Customer" for all purposes under this Agreement and (ii) Rhodium JV LLC shall have no further liability to Whinstone..

9.2. Whinstone may, upon receipt of the Customer's prior written consent, assign, sub-license or deal in any other manner with this Agreement or any rights under the Agreement, or sub-contract any or all of any or all of obligations under this Agreement to one or more of its affiliates or to any third party upon a sale of all or substantially all of its assets and will provide notice to the Customer of any such assignment, provided, however, that the Customer is provided with the Services under the same terms and conditions as those of this Agreement until the expiration of the Initial Term or the relevant Extended Term, as the case may be, of this Agreement.

10. FORCE MAJEURE

10.1. Neither Party shall in any circumstances be liable to the other for any loss of any kind whatsoever including any damages whether directly or indirectly caused or incurred by the

Doc ID: 0576bfab07d364f2b98c7a9e3a9486c52860acc
RHOD-BK-00015960

other Party by reason of any failure or delay in the performance of its obligations hereunder which is due to Force Majeure.

10.2. If either of the Parties becomes aware of circumstances of Force Majeure which give rise to or which are likely to prevent the performance of any obligations on its part, it shall as soon as reasonably possible and in any event within five (5) Business Days after commencement of the Force Majeure serve notice in writing on the other Party specifying the nature and extent of the circumstances giving rise to Force Majeure.

10.3. If either Party is prevented from performance of substantially all of its obligations by Force Majeure for more than two (2) months in total, the other Party may terminate this Agreement by giving notice in writing to the other Party at any time, in which case neither Party shall have any liability to the other except that rights and liabilities which accrued prior to such termination shall continue to subsist.

11. NOTICES

11.1. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt, or (a) personal delivery to the Party to be notified, (b) when sent, if sent by electronic mail or facsimile during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the respective Parties at their address as set forth below, or to such e-mail address, as subsequently modified by written notice given in accordance with this Clause 11 herein:

11.2. The addresses of the parties for the purposes of Clause 11.1 are:

11.2.1. Whinstone US, Inc.

2721 Charles Martin Hall Road
Rockdale, Texas 76567
Marked for the attention of: Lyle Theriot
Email: Lyle.Theriot@whinstone.us
Attention: Lyle Theriot

11.2.2. Rhodium JV LLC.

7546 Pebble Drive
Fort Worth, Texas 76118
Marked for the attention of: Cameron Blackmon
Email: cameronblackmon@imperiumpartners.io
Attention: Cameron Blackmon

11.3. In proving service, it shall be sufficient to prove that the envelope containing such notice was addressed to the address of the relevant party set out in Clause 11.2 (or as otherwise notified by that party under this Clause) and delivered to that address.

12. SUSPENSION OF SERVICE

12.1. Whinstone reserves the right to suspend the Services for the following reasons:

12.1.1. to carry out Maintenance with the prior written consent of the Customer;

Doc ID: 0876fa8e96d27d42be8c744ce8058a4d38bda

12.1.2. to make any modification, change, addition to, or replacement of, the Whinstone Equipment or any part of the IP Connection Service or the Services where this is required to conform with any applicable safety, statutory or legal requirements, provided that such modification, change, addition or replacement does not detract from, reduce or impair the overall quality or performance of the Services with prior written consent of the Customer;

12.1.3. where the Customer fails to pay any undisputed Charges in accordance with Clause 3;

12.1.4. where Whinstone is obliged to comply with an order, instruction or request of Government, court, law enforcement agency or other competent administrative or regulatory authority, in which case Whinstone shall provide notice to the Customer as soon as possible, and cooperate with the Customer to mitigate losses or take other appropriate actions;

12.1.5. in an emergency; or

12.1.6. where Whinstone has reason to terminate this Agreement in accordance with its terms.

12.2. Where suspension of the Services is necessary in accordance with the provisions of Clause 12.1.2, Whinstone will carry out such work as Scheduled Maintenance but in circumstances where this is not possible, Whinstone shall use all reasonable endeavors to perform such work between the hours of midnight and 6am and shall restore the Services as soon as reasonably practical in the circumstances.

12.3. If Whinstone exercises its right of suspension under this Clause, this will not exclude its right to terminate this Agreement later in respect of that or any other event, nor will it prevent Whinstone claiming damages from the Customer in respect of any breach.

13. TERMINATION

13.1. This Agreement shall commence on the Effective Date and shall continue for a period of One hundred twenty (120) months from the RFU Date ("**Initial Term**") unless and until terminated in accordance with this Clause 13.

This Agreement shall be automatically extended for a period of 12 months ("**Extended Term**") at the end of the Initial Term and at the end of each Extended Term. The Customer can terminate the contract at the end of the twelfth month of the Initial Term or any Extended Term with no penalty by notifying Whinstone in writing sixty (60) days prior to the end of the contract. Unless notified in writing of termination by the Customer as mentioned above, the Customer contract will renew automatically for an additional twelve (12) months under the same conditions.

13.2. Customer Elected Termination. Whinstone understands and agrees that the Customer shall have the right to elect not to provide a RFU Notice in relation to this Agreement. If no RFU Notice is provided to Whinstone prior to June 1, 2028, this Agreement shall be considered terminated with immediate effect and any rights or obligations of either Party under this Agreement shall be null and void.

13.3. Termination for Cause. Either party (the "**Non-Defaulting Party**") may terminate this Agreement (without prejudice to its other rights and remedies) with immediate effect by written notice to the other party (the "**Defaulting Party**") if:

13.3.1. the Defaulting Party commits a material breach of any of its material obligations under this Agreement (including failing to pay any sums payable under this Agreement by the due date) and if the breach is capable of remedy, fails to remedy it during the period of 30

Doc ID: 0576bfab07d364f2b98c7a9e3e9486c652860cc
0576fabe07d364f2b98c7a9e3e9486c652860cc
RHOD-BK-00015962

days starting on the date of receipt of notice from the Non- Defaulting Party specifying the breach and requiring it to be remedied; or

13.3.2. the Defaulting Party becomes insolvent including being unable to pay its debts as they fall due and/or that the value of its assets is less than the amount of its liabilities, taking into account its contingent and prospective liabilities, proposes an individual, company or partnership voluntary arrangement, has a receiver, administrator or manager appointed over the whole or any part of its business or assets; if any petition shall be presented, order shall be made or resolution passed for its winding up (except for the purpose of a bona fide amalgamation or reconstruction), bankruptcy or dissolution (including the appointment of provisional liquidators/interim receivers or special managers); if it shall otherwise propose or enter into any composition or arrangement with its creditors or any class of them; if it ceases or threatens to cease to carry on business or if it claims the benefit of any statutory moratorium; or

13.3.3. the Defaulting Party suffers, or there occurs in relation to that party, any event which is analogous to any of the events referred to in Clause 13.2.2 in any part of the world.

13.3.4. In the case that the Customer terminates this Agreement due to Whinstone's failure to cure a default, or the matters specified in Clause 13.3 or 13.4, Whinstone will pay for the costs to decommission, clean, package onto pallets and ship the Customer equipment to a new location. Whinstone will also pay Customer's lost revenue from mining resulting from such termination converted to US dollars, which shall be calculated based on the average market price of the mined digital asset and mining difficulty levels for a period of four calendar weeks from the date of the termination.

13.4. It is in the best interest of both Parties to pursue all reasonable efforts to remedy any issues with the Services or Service Level Agreement without termination or penalties. In cases of negligence or failure to maintain the Service Level Agreement for more than two (2) consecutive months, the Customer shall be entitled to the right to terminate the Agreement.

13.5. If Whinstone fails to install all of the Customer Equipment within 60 days of the RFU Date, the Customer shall be entitled to terminate or suspend the Agreement, and Whinstone shall refund the customer the 90% of the installation charges.

13.6. Either Party may terminate this Agreement with immediate effect by written notice and without further obligation or liability to the Customer if required by any law enforcement or other government or regulatory organization or authority or by the courts.

13.7. All rights and obligations of the Parties shall cease to have effect immediately upon termination of this Agreement, except that termination shall not affect:

13.7.1. accrued rights and obligations of the Parties at the date of termination; and

13.7.2. the continued survival and validity of the rights and obligations of the Parties under Clauses 7, 8, this Clause 13.4 and Clauses 15, 17 and 19 and any other provisions of this Agreement necessary for the interpretation or enforcement of this Agreement.

13.8. For the avoidance of doubt, save where otherwise agreed in writing between the Parties, termination of any Services at a site does not constitute termination of this Agreement, and, where this Agreement has been terminated in accordance with its terms, all Services will automatically terminate upon such termination.

13.9. Upon termination of this Agreement, the Customer shall at its own cost and expense return to Whinstone all IP addresses provided to it by Whinstone.

Doc ID: 0576bfab07d364f2b98c7a9e3e9486c52860acc
0576bfab07d364f2b98c7a9e3e9486c52860acc

RHOD-BK-00015963

14. ANTI-BRIBERY AND CORRUPTION

Each Party warrants and represents that it has not and will not carry out any act that could be an offense under anti-bribery laws.

15. APPLICABLE LAW

This Agreement shall be governed by Texas Law and the parties hereby submit to the exclusive jurisdiction of the Texas courts.

16. GENERAL

16.1. No failure or delay of either Party in exercising its rights hereunder (including the right to require performance of any provision of this Agreement) shall be deemed to be a waiver or release of such rights. Any waiver or release must be specifically granted in writing signed by the Party waiving its rights and shall:

16.1.1. be confined to the specific circumstances in which it is given;

16.1.2. not affect any other enforcement of the same or any other right; and

16.1.3. unless it is expressed to be irrevocable, be revocable at any time in writing.

Any single or partial exercise of any right, power or remedy provided by law or under this Agreement shall not preclude any other or further exercise of it or the exercise of any other right, power or remedy.

16.2. If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:

16.2.1. the legality, validity, or enforceability in that jurisdiction of any other provision of this Agreement; or

16.2.2. the legality, validity, or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

16.3. All work performed by Whinstone under this Agreement shall be performed as an independent contractor and not as an agent of the Customer and neither Party shall be, nor represent itself to be, the employee, agent, representative, partner or joint venture of the other. Neither Party shall have the right or authority to assume or create an obligation on behalf of or in the name of the other or to otherwise act on behalf of the other. The performing Party shall be responsible for its employees' compliance with all applicable laws, rules, and regulations while performing work under this Agreement.

16.4. No modification, amendment or other change may be made to this Agreement or any part thereof unless reduced to writing and executed by authorized representatives of Whinstone and the Customer. Unless expressly so agreed, no modification or variation of this Agreement shall constitute or be construed as a general waiver of any provisions of this Agreement, nor shall it affect any rights, obligations or liabilities under this Agreement which have already accrued up to the date of such modification or waiver, and the rights and obligations of the Parties under this Agreement shall remain in full force and effect, except and only to the extent that they are so modified or varied.

Doc ID: 0576fabd07d364f2cb98c7a9e3e9486c52860cc
RHOD-BK-00015964

17. ENTIRE AGREEMENT

17.1. This Agreement constitutes the entire understanding between the Parties concerning the subject matter of the Agreement and supersedes any previous agreement or understanding between the Parties in relation to the subject matter.

17.2. With effect from the date of this Agreement all Services shall be provided solely in accordance with the terms of this Agreement and all prior agreements and understandings between the Parties in relation to the same shall be deemed terminated from the date hereof. Save in respect of rights and liabilities arising prior to such date, all such prior agreements and understandings shall cease to be of effect from the date of signature of this Agreement. In no event shall the pre-printed terms and conditions found on any Customer purchase order, acknowledgement, or other form be considered an amendment or modification of this Agreement, even if such documents are signed by representatives of both Parties; such pre- printed terms and conditions shall be null and void and of no force and effect.

17.3. Each Party acknowledges and agrees that in entering into the Agreement or in amending any part of this Agreement, it has not relied on any statement, representation, warranty, understanding, undertaking, promise or assurance (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in the Agreement. Each Party irrevocably and unconditionally waives all claims, rights and remedies which but for this clause it might otherwise have had in relation to any of the foregoing.

17.4. Nothing in Clauses 17.1 to 17.3 (inclusive) shall limit or exclude any liability for fraud.

18. COUNTERPARTS

18.1. This Agreement shall be executed in two originals, each Party shall retain one original respectively This Agreement shall not be effective until each of the Parties has executed at least one counterpart.

18.2. Each counterpart shall constitute an original, but all the counterparts shall together constitute one and the same instrument.

19. THIRD PARTIES

It is agreed that this Agreement is not intended to and does not give to any other person who is not a party to this Agreement any rights to enforce directly any provisions contained in this Agreement except for any person to whom the benefit of this Agreement is assigned or transferred in accordance with Clause 9.

20. FURTHER ASSURANCE

Each Party shall, if requested by the other Party and at the other Party's cost, execute or cause to be executed all documents and do or cause to be done all further acts and things as may be necessary in order to vest in and secure to the other Party and its successors in title the full benefit of the assets, rights and benefits to be transferred or granted to the other Party under this Agreement and for the protection and enforcement of the same and otherwise to give effect to this Agreement and to the rights and obligations contained within this Agreement.

Doc ID: 0576bfab07d364f2b98c7a9e3e9486c652860acc
RHOD-BK-00015965

The Agreement shall come into force from the seal or signature date by both Parties. This Agreement is made out in two original copies, one copy to be held by each Party in witness thereof.

CUSTOMER:

On behalf of Rhodium JV LLC,
By: Imperium Investments Holdings LLC
Its: Manager

x Cameron Blackmon

By: Cameron Blackmon

Its: Manager

Date: 06 / 30 / 2020

WHINSTONE:

On behalf of Whinstone US, Inc.

x Chad Everett Harris

Name: Chad Everett Harris

Title: Director

Date: 07 / 09 / 2020

Doc ID: 0576[illegible]cc

EXHIBIT 1

Doc ID: 0576bfab07d3641[illegible]

New Hosting Service Agreement No. #R-5MW-020

THIS AGREEMENT (defined below) shall be effective upon the date of receipt of the electronic signature by Whinstone US, Inc.

BY AND BETWEEN

Whinstone US, Inc., a company having its registered office located at 2721 Charles Martin Hall Road, Rockdale, Texas 76567("**Whinstone**")

AND

Rhodium JV LLC of 7546 Pebble Drive, Fort Worth, Texas 76118, (the "**Customer**").

Whinstone and the Customer are referred to individually as "**Party**" and collectively as "**Parties**".

WHEREAS

(A) Whinstone wishes to provide electrical power at its site under the terms and conditions contained in this New Hosting Service Agreement entered into by and between the Parties as of the seal or signature date of both Parties with a Ready For Use ("**RFU**") Date to be set by the Customer no sooner than thirty (30) days from the date of the RFU Notice (as hereinafter defined); and

(B) The Customer desires to utilize Whinstone's services and intends operate 5 MW of Miners and immersible equipment on Whinstone's property in Rockdale, Texas.

NOW THEREFORE, the parties hereby agree as follows:

1. DEFINITIONS

1.1. In this Agreement the following words and expressions shall have the meanings set out below. Additional terms may be defined in the context of particular provisions of this Agreement:

"**Agreement**" means these terms and conditions, any orders placed under them, and any amendments or additions or replacements to any of the aforementioned;

"**AUP**" or "**Acceptable Usage Policy**" means Whinstone Acceptable Usage Policy from time to time which, at the date of this Agreement, is set out in a Schedule to this Agreement;

"**Advanced Remote Hands Service**" means repair and maintenance services that require taking Customer Equipment off rack as detailed in Clause 2.4 below;

"**Background IP**" shall have the meaning set out in Clause 6.5 below;

"**Basic Remote Hands Service**" means repair and maintenance services performed without taking Customer Equipment off rack as detailed in Clause 2.3 below;

"**Business Day**" means a day which is not a Saturday, Sunday or a public holiday in the United States;

"**Capital Expenditure**" shall have the meaning ascribed to that term in Clause 3.14.1 below.

"**Confidential Information**" means the terms of this Agreement and all information whether in written or any other form which has been or may be disclosed in the course of the discussions leading up to the entering into or performance of this Agreement and which is identified as confidential or is clearly by its nature confidential including information relating to this Agreement or the Services, data used or generated in the provision of the Services, or any of Customer's products, operations, processes, plans or intentions, know- how, trade secrets, market opportunities, customers and business affairs;

"**Customer Equipment**" means the Customer's Miners and other Customer equipment installed in the Licensed Area;

"**Data Center**" means the Whinstone leased site located at the former Alcoa Rockdale Energy Sandow Mine facility in Rockdale, Texas;

"**Data Center Rules**" means the rules applying to the Customer's use of the Data Center;

"**Data Protection Laws**" means the laws and regulations governing the use of personal data;

"**Defaulting Party**" shall have the meaning set out in Clause 13.2 below;

"**Developed IP**" shall have the meaning set out in Clause 6.5 below;

"**Extended Term**" shall have the meaning set out in Clause 13.1 below;

"**Force Majeure**" means any event beyond the reasonable control of either or both of the parties including but without limitation to war, civil war, armed conflict or acts of terrorism or a public enemy or other catastrophes, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule or regulation or direction coming into force after the date of this Agreement, epidemics, pressure waves caused by devices traveling at supersonic speeds, nuclear accident, and acts of God and strikes, slowdowns, lockouts or other labor stoppages excluding employee(s) of Whinstone affecting third parties which in each case causes either party to be unable to comply with all or a material part of its obligations under this Agreement;

"**Hosting Service**" means service providing electrical power and ventilation to the Customer Equipment as detailed in Clause 2.2 below;

"**Initial Term**" shall have the meaning set out in Clause 13.1 below;

"**Intellectual Property**" means all intellectual property, including patents, utility models, trade and service marks, trade names, domain names, rights in designs, copyrights, moral rights, topography rights, rights in databases, trade secrets and know-how, in all cases whether or not registered or registrable and including registrations and applications for registration of any of these and rights to apply for the same, rights to receive equitable remuneration in respect of any of these and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world;

"**IP Connection Service**" means the connection to the Customer Equipment permitting communication with the Internet as specified in the Service Details;

"**Licensed Area**" means the Building C where the Customer Equipment will be placed;

Doc ID: 0576fabd9662f4b22b6b4744ce0855a4d73f0da
RHOD-BK-00015969

"**Maintenance**" means any work carried out by Whinstone in order to upgrade, improve or maintain the Service including any modification, change, addition or replacement which does not detract from, reduce or impair the overall quality or performance of the Service;

"**Miners**" means cryptocurrency mining machines, which are part of the Customer Equipment, which connect using the IP Connection Service and send computation results to the Mining Pool.

"**Mining Pool**" is the pooling of resources by Miners, who share their processing power over a network, to split the reward equally, according to the amount of work they contributed to the probability of finding a block.

"**Services**" collectively means Hosting Service, Basic Remote Hands Service, and Advanced Remote Hands Service, with the Hosting Service and Basic Remote Hands Service provided as needed to the Customer;

"**Service Details**" means service details in the format provided by Whinstone pursuant to which the Customer may request Services;

"**Party**" means Whinstone and the Customer (as the case may be) and shall include their permitted assignees and "**Parties**" shall mean both of them;

"**Pass Through Rate**" shall have the meaning set out in Clause 3.11.2 below;

"**Personal Data**" shall have the meaning as defined under the Data Protection Laws;

"**PPM Agreement**" shall have the meaning set out in Clause 3.11.2 below;

"RFU Date" means the Ready For Use Date, which is the date Whinstone will fully provide the Customer the Services;

"RFU Notice" means the written notice provided by the Customer to Whinstone setting the Ready For Use Date. This RFU Notice shall be provided to Whinstone no less than thirty (30) days prior to the Ready For Use Date set forth in the RFU Notice.

"**Representatives**" means, in relation to any party, its officers, employees and agents;

"**Scheduled Maintenance**" means Maintenance that is: (i) carried out between the hours of 12:00 am to 6:00 am; and (ii) notified to the Customer at least five (5) Business Days in advance;

"**Specified Power Draw**" shall have the meaning set out in Clause 3.13 below;

"**Whinstone Equipment**" means any equipment which is supplied by or on behalf of Whinstone to the Customer for the purpose of providing the Services and includes any equipment specified in Service Details; and

1.2. In the event of any conflict between any of the documents referred to in this Clause 1.2, they shall be given the following order of priority:

1.2.1. the terms of the relevant Service Details;

1.2.2. the terms set out in this Agreement; and

1.2.3. the terms set out in the AUP.

Doc ID: 0576fabd07d3641[illegible]

1.3. In the Agreement:

1.3.1. references to Clauses, paragraphs and subparagraphs are references to clauses, paragraphs, subparagraphs of or to this Agreement;

1.3.2. the headings contained in this Agreement are for convenience only and shall not influence the interpretation of this Agreement;

1.3.3. any reference to a statute, statutory provision, subordinate legislation, code or guideline ("legislation") is a reference to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation.

1.4. Whinstone and the Customer each represents and warrants to each other that it has the power to enter into, exercise its rights under and perform and comply with its obligations under this Agreement and all actions, conditions and things required to be taken, fulfilled and done by it to so enter into, exercise its rights under and perform and comply with its obligations under this Agreement and ensure that those obligations are valid, legally binding and enforceable have been taken, fulfilled and done.

2. SERVICE DESCRIPTION

2.1. Data Center Facilities

2.1.1. Whinstone will provide an installation environment for the Customer Equipment including, but not limited to, the Licensed Area in two buildings, rack systems, electricity supply (including PDU), transforming equipment, free air cooling (including evaporative cooling and single phase liquid cooling), smoke detection, IP Connection Service and physical security. Physical security includes 24-hour patrol, camera security, and a fence around the Licensed Area.

2.1.2. Whinstone shall grant the Customer, free of charge, escorted access to the property in Rockdale, TX for equipment inspections, installation, removal, additions, subtractions or physical maintenance by prior appointment.

2.1.3. With written prior consent of the Customer, Whinstone may relocate the Customer Equipment within the Data Center or to another facility operated by Whinstone provided that there are no changes to the terms of this Agreement. Any such relocation of the Customer Equipment will be carried out by Whinstone. Any costs incurred in relation to such relocation will be borne by Whinstone. The Customer shall reserve the right to inspect the new facility beforehand.

2.1.4. When the Customer visits the property in Rockdale, TX or accesses the Data Center network remotely the Customer shall at all times comply with the Data Center Rules that have been provided to the Customer in advance; provided, however, that the Customer shall only be obligated to comply with such Data Center Rules to the extent that they are reasonable. Whinstone shall provide the Customer a copy of the Data Center Rules and shall send a new copy if there are any changes made therein.

2.1.5. Whinstone represents and warrants that building or other permits, city inspection, or certification is not required with regard to providing services under this Agreement.

2.1.6. Whinstone represents and warrants that the Data Center has been certified by the Texas Comptroller of Public Accounts as, and is presently publicly registered with the Texas Comptroller as a "Qualifying Data Center" within the meaning of the Texas Tax Code Section 151.359 and the rules promulgated thereunder, and, as such, is entitled to claim an exemption from the Texas state sales tax for qualifying purchases. Whinstone

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c652860acc
RHOD-BK-00015971

covenants and agrees that the Data Center shall remain certified by and publicly registered with the Texas Comptroller as a "Qualifying Data Center" during and throughout the Initial Term.

2.2. Overview of Hosting Service

Whinstone shall be responsible for the following:

2.2.1. License of the Licensed Area.

2.2.2. Provision of the cabling for a connection to the IP Connection Service by way of a CAT 5e Ethernet cable.

2.2.3. Escorted access by the Customer's employees to the Customer Equipment at any time from 10 am to 5 pm Monday through Friday.

2.2.4. Monitored alarm and security call out service.

2.2.5. Physical Security: The facility will be surrounded by fencing and monitored by security cameras. Whinstone shall implement access control policies to ensure non-authorized persons are not able to enter the facility. Armed personnel will be onsite at all times.

2.2.6. IT Security: Whinstone will install a firewall and implement an IT security policy to prevent unauthorized access physically or remotely, viruses and ransomware. However, the Customer shall have the right to install its own firewall and implement its own security policies in the place of or in addition to Whinstone as mutually agreed to by both parties.

2.2.7. Fire detection and alarm system.

2.2.8. Equipment parts storage and inventory management.

2.2.9. After the RFU Date, acceptance of delivery of the Customer Equipment between 10:00 am to 4:00 pm on Business Days, subject to two (2) Business Days' notice to Whinstone, to be stored prior to installation.

2.2.10. Whinstone will be solely responsible for handling any complaints from third parties with respect to the noise from the Customer Equipment and shall hold the Customer harmless from any responsibility or costs arising out of or in relation to such complaints.

2.2.11. Whinstone will install all Customer Equipment on the data center racks, provide power and internet connection within thirty days of RFU Date. Installation includes unpacking, assembly and installation, LAN cable and power connection, initial setting, and garbage disposal.

2.2.12. Whinstone will provide stable power supply to the Customer's equipment at 240V. The equipment's power consumption may be adjusted by following instructions from the manufacturer. Whinstone will comply with any request from the Customer to adjust the power consumption if the total power consumption of all Customer equipment does not exceed the Specified Power Draw, or fall below eighty percent (80%) of the Specified Power Draw, unless both Parties mutually agree to do so.

2.2.13. Whinstone will follow the Service Level Agreement in Clause 4 and make its best efforts to ensure:

i. Average air intake temperature into the Customer's Miners is not greater than 30 degrees Celsius by maintaining sufficient airflow, preventing mixing of cool and

Doc ID: 0576fabd97d3641b2b98c7a9e3a9486c52860acc
RHOD-BK-00015972

hot exhaust air from the equipment in the data center, and using evaporative cooling;

ii. Filters are used in the air intake system of the data center facility, and the air inside the data center is free of dust, insects, corrosion, precipitation and condensation.

iii. Intake and exhaust fans are free of obstruction or debris.

2.2.14. Whinstone will label all the Customer Equipment, cables, replacement parts to track inventory, replacement parts, and to make Basic Remote Hand Service the most efficient.

i. Whinstone will reference Miners with a unique identifiable identification number when giving reports to the Customer;

ii. For equipment other than Miners which may not have a unique ID number, Whinstone will properly label and store the equipment separate from other customers in the data center.

2.2.15. Whinstone will provide monthly reports to the Customer. These reports shall contain a summary of monthly power draw as measured from power consumption meters and include appropriate billing owed to Whinstone by the Customer.

2.2.16. Whinstone will provide Basic Remote Hands Service at no extra charge as outlined in Clause 2.3.1 and will offer Advanced Remote Hands Service for additional cost as outlined in Clause 2.4.1.

2.2.17. Customers may inspect the site before shipping its equipment and supplies to bring the Customer's Miners online. Upon completion of the inspection, the Customer may reduce the Specified Power Draw cited in Clause 3.12.1 if the site does not meet Customer's expectations and reduce the Advanced Remote Hands Service fee by the same proportionate amount as the reduction of Specified Power Draw.

2.3. Basic Remote Hands Service

2.3.1. Basic Remote Hands Service is available twenty-four (24) hours a day, seven (7) days a week. Where requested by the Customer, Whinstone staff shall be available to perform the following tasks only on the instructions of the Customer in respect of the Customer Equipment:

i. Remote monitoring of equipment performance and status;

ii. Remote fault diagnosis;

iii. Pushing a button;

iv. Switching a toggle;

v. Power cycling (turning on/off) the Customer Equipment;

vi. Re-setting, rebooting the Customer Equipment;

vii. Securing cabling to connections

viii. Observing, describing and/or reporting to the Customer indicator lights or display information on machines or consoles;

ix. Cable organization;

Doc ID: 0576bfab07d364f2cb98c7a9e3e9486c52860acc
RHOD-BK-00015973

x. Modifying basic cable layout, labelling and/or re-labelling of the Customer Equipment;

xi. Cable patching;

xii. Checking alarms for faults; and/or

xiii. Inserting/removing discs or equivalent storage devices into/ from the Customer Equipment.

2.4. Advance Remote Hands Service

2.4.1. The following Advanced Remote Hands Services are not included in the Basic Remote Hands Service but may be provided by Whinstone to the Customer on a best effort basis. Unless explicitly expressed in Clause 2.3.1, in cases of ambiguity between Advanced Remote Hands Services and Basic Remote Hands Services, Advanced Remote Hands Services shall come into effect if the Customer Equipment must be taken off the rack:

i. Installing applications or software to the Customer Equipment;

ii. Uploading of data to the Customer Equipment;

iii. Configuring the Customer Equipment operating system;

iv. Configuring any software or applications on the Customer Equipment;

v. Customer Equipment component fault diagnosis;

vi. Software component fault diagnosis;

vii. Rectifying problems caused by the Customer Equipment or software;

viii. Rectifying problems caused by the Customer; or

ix. Any service whatsoever requiring the opening of the outer casing of any of the Customer Equipment.

2.4.2. Communication for Advance Remote Hands Service shall be done via email or Whinstone's ticketing system. Whinstone will follow the Service Level Agreement as well as the work schedule specified in Clause 4.

2.4.3. Advanced Remote Hands Service shall be provided by Whinstone to the Customer for a fixed monthly fee as detailed in Clause 3.12, separately from Hosting Fees which includes only the Basic Remote Hands Service.

3. CHARGES AND PAYMENTS

3.1. In consideration of the provision of the Services, the Customer shall pay charges in accordance with this Clause 3.

3.2. Whinstone shall issue a monthly invoice to the Customer no later than the tenth day of the following month containing all charges and fees for providing the Services under this contract, including the Hosting Fees prepayment under 3.11.2. The Customer shall pay the undisputed amounts of such invoice no later than the last day of the month in which the Customer receives it.

Doc ID: 0576fabb07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015974

3.3. If the Customer requests Whinstone to provide any services other than contemplated in this Agreement, Whinstone shall be entitled to invoice the Customer for any and all changes to such services pursuant to the agreement between the parties.

3.4. If either Party fails to pay any amount owed under this Agreement by the dates set forth herein:

3.4.1. The Party to receive payment shall be entitled but not obliged to charge the Customer interest at a rate of 5% per year on the overdue amount commencing 14 business days after the due date up to the date of actual payment.

3.4.2. Actual power consumption is measured at the end of each month, and a credit or debit is applied toward the next hosting fee prepayment invoice. If the credit or debit is not paid or applied on that invoice, the Party to receive payment shall be entitled but not obliged to charge the other Party interest 5% per year on the overdue amount commencing 14 business days after the due date of the invoice to the date of actual payment.

3.5. All charges and payments referred to in this Agreement are inclusive of sales tax (if applicable) and all similar taxes and duties payable in respect of such payments. To the extent that additional tax is properly chargeable to the Customer, the Customer shall pay at the time that the payment becomes due.

3.6. All amounts due under this Agreement shall be paid in accordance with all work performed and services provided. In the event that the Parties change the scope of the services, Whinstone and the Customer will agree on all billing changes and handle each credit or debit once there is a mutual agreed amount.

3.7. In the event of any failure by either Party to make full payment to the other Party of any and all amounts due pursuant to this Agreement, the Party owing payment shall be responsible for all costs and expenses which the other Party reasonably incurs in collecting such amounts.

3.8. The Parties may combine charges and invoices and offset any amounts owed to the other Party.

3.9. This Clause intentionally left blank.

3.10. Installation Fees

3.10.1. This Clause intentionally left blank.

3.10.2. Installation is considered complete when the Miner is seen remotely connecting to the Mining Pool and sending computation. In cases of faulty equipment, installation will be considered complete when Whinstone diagnoses the fault, sends a report to the Customer, and completes installation of alternative equipment.

3.10.3. This Clause intentionally left blank.

3.11. Hosting Fees

3.11.1. The Hosting Fees cover all services and items specified in this Agreement except for Advanced Remote Hands Service in Clause 3.12 and is calculated based on the power consumption of the Customer Equipment and shall not include Whinstone's own equipment (PUE) or the equipment of Whinstone's other customers.

3.11.2. The Hosting Fee rate is the lesser of either (i) $0.01705 USD or (ii) the "Pass Through Rate" as hereinafter defined. As used herein, the "**Pass Through Rate**" is defined as the lesser of either (i) the "Net Effective Rate" as that rate is defined and calculated in the

Doc ID: 0576bfab07d364f2b98c7a9e3e9486c52860acc
0576fabe07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015975

Pro Forma Pricing Model attached as Attachment C to that certain Power Services Agreement entered into by and between Whinstone and Priority Power Management LLC on April 3, 2020 (the "**PPM Agreement**") or (ii) the exact price at which Whinstone is billed monthly for electricity provided to Customer per kilowatt-hour. The Hosting Fee rate shall remain unchanged for 3 (three) consecutive years under any Extended Term under Clause 13.1. Whinstone will install power consumption meters at the transformers.

3.11.3. Whinstone, to the best of its knowledge, confirms that the "Pass Through Rate" is presently $14.74 per Megawatt Hour as shown in the Pro Forma Pricing Model attached as Attachment C to the PPM Agreement, a materially accurate copy of which is attached hereto as Exhibit "1". Customer understands that this rate is variable.

3.11.4. Hosting Fee rate = $17.05 per Megawatt Hour or lower depending on the "Pass Through Rate" for 3 years, with the option to renew for the remainder of the Initial Term at the same pre-agreed upon terms seen in 3.11.2, in one year increments. Whinstone will invoice a 5,000 kW upon deployment of the Customer Equipment. Whinstone will require the payment to be made fifteen days prior to powering the Licensed Area.

3.12. Advanced Remote Hands Service Fee

3.12.1. Whinstone will invoice the Customer a fixed monthly fee of $1,667.00 (USD) for the Advanced Remote Hands Services based on a scale of 1317 Miners, or 5mW equivalent. Whinstone will invoice Advanced Remote Hands Services together with the Hosting Fees and the applicable period for services rendered shall be the same month as the Hosting Fees unless otherwise specified. Notwithstanding the prior sentence, until all Specified Power Draw is provided, and all the Miners have been installed, Whinstone will invoice the Customer for Advanced Remote Hands Services based on the average number of installed Miners during the prior month. This fixed monthly fee will be credited towards Customer's power bill in the result that there is greater than or equal to eighty percent (80%) of the Specified Power Draw at the rate specified in Clause 3.11.1

3.12.2. Whinstone will adhere to all sections of the Service Level Agreement in Clause 4 as well as those specifically detailed for the Advanced Remote Hands Service.

3.12.3. In the likely result that the Advanced Remote Hands Service Fee is not necessary for Customer because they are monitoring their own systems with on-site staff, Customer will elect, in writing, that this service is no longer needed. Upon election and acceptance from Whinstone, this fixed monthly fee will be waived indefinitely.

3.13. Specified Power Draw

3.13.1. Whinstone will provide the Customer with at least 5,000 kW (5) MW of power available for the Services by the RFU Date. As a minimum commitment, regardless of power consumption, the Customer shall pay for Hosting Fees for greater than or equal to eighty percent (80%) of the Specified Power Draw at the rate specified in Clause 3.11.1.

3.13.2. Customer and Whinstone agree, to the best of their ability, to be fair in negotiations and working to a mutually beneficial decision in the result of unforeseen circumstances.

For Purpose of Example and Reference, a cost of power calculation has been provided below based on $17.05/mWh ($0.01705/kWh), the "Hosting Fee rate"

30-day month: 5,000 kW * Hosting Fee * 24 hours * 30days = $61,380.00
31-day month: 5,000kW * Hosting Fee * 24 hours * 31days = $63,426.00

3.13.3. If Whinstone determines that the over-usage of power cannot be reasonably permitted, Whinstone reserves the right to require the Customer to remove or deactivate sufficient

Doc ID: 0576fabd07d3641[illegible]
RHOD-BK-00015976

Customer Equipment to prevent such over-usage within 24 hours of notification, which will describe in detail the reasons for the removal or deactivation. Whinstone shall consult with the Customer in good faith before determining to remove or deactivate.

3.14. The Customer will pay to Whinstone the "Capital Expenditure" (as defined in the following sentence) not to exceed $800,000. The Capital Expenditure shall be paid in full to Whinstone no later than five (5) business days after the RFU Notice is provided. The "**Capital Expenditure**" is defined as the lesser of either (i) the actual costs of construction and buildout of the infrastructure, building and power requirements of the Licensed Area or (ii) Eight Hundred Thousand U.S. Dollars ($800,000.00 USD). No later than thirty (30) days after the the RFU date, Whinstone shall provide to Customer a full accounting of the actual costs of construction and buildout of the infrastructure, building and power requirements of the Licensed Area along with accurate receipts, bookkeeping, and proof of purchase for all invoices exceeding $5,000 per line item.

3.15. This Clause intentionally left blank.

3.16. Whinstone agrees that all costs of construction and buildout of the infrastructure, building and power requirements of the Licensed Area greater than $800,000 will be at the sole cost and expense of Whinstone. Whinstone agrees that, in the result of which this $800,000 is more than necessary for the Capital Expenditure, Whinstone will refund the remaining funds to Customer.

3.17. Whinstone represents and warrants that the Capital Expenditure and Hosting Fees shall be exempt from Texas state sales tax because the expenditures for which the Capital Expenditure and Hosting Fees will be allocated are qualifying purchases for a "qualifying data center" within the meaning of Texas Tax Code Section 151.359 and the rules promulgated thereunder. In the event that, at any time during the Initial Term, any Texas state sales tax should be assessed on any portion of the Capital Expenditure or any portion of the Hosting Fees, Whinstone shall pay such Texas state sales tax solely from its own funds and shall indemnify and hold harmless the Customer from any and all liability, charges, costs, assessments, fees, fines, penalties and interest arising out of such assessment.

3.18. Whinstone agrees that the Capital Expenditure allows Customer complete use of the Licensed Area for a continuous, uninterrupted period of ten (10) years, unless otherwise mutually agreed upon by both Parties in writing at a later date.

4. OPERATIONS AND SERVICE LEVEL AGREEMENT ("SLA")

4.1. Whinstone reserves the right to vary the technical specifications of the Services where necessary for operational reasons and without detracting from, reducing or impairing the overall quality or performance of the Services, after giving reasonable written notice to the Customer (except in the case of an emergency where notice is not possible; provided, however, that in such case, Whinstone shall provide notice to the Customer then as soon as reasonably possible).

4.2. Without prejudice to Clause 4.1, Whinstone reserves the right to, after providing the Customer with reasonable advance written notice (provided, however, that in the event of an emergency, as soon as reasonably possible) at any time to make any change, addition to or replacement of any part of the Services where this is required to conform with any applicable safety, statutory or legal requirement, provided that this does not detract from, reduce or impair the overall quality or performance of the Services.

4.3. The Customer may report any claims including failures of performance of the Services by Whinstone to the Whinstone support center at any time. Whinstone shall take all actions necessary to remedy such failures as soon as possible.

Doc ID: 0576bfab07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015977

4.4. Interface or access to inventory, monitoring and Hashtrend software is provided to the Customer at no additional charge.

4.5. Uptime Guarantee

4.5.1. Whinstone guarantees an uptime percentage (percentage of time to maintain uninterrupted performance of the total Customer Equipment) of 96.35% and no more than 6 days of planned downtime due to loss of power, construction, or network outage.

4.5.2. Whinstone will not charge Customer for any power cost during the period of which there is interrupted performance of the total Customer Equipment.

4.5.3. Whinstone will give at least twenty-four (24) hours advance notice to the Customer via email before any datacenter downtime, or any downtime affecting more than one hundred (100) machines at one time.

4.5.4. If any unplanned event causes more than 10% of equipment to go offline, Whinstone will acknowledge the alert within 1 hour and report immediately to the Customer. Whinstone will attempt to begin remedy of the issue within 1 hour of alert acknowledgement and shall provide a full incident report within 5 business days of alert acknowledgement to the Customer.

4.6. Performance Guarantee

4.6.1. Whinstone will perform maintenance and repairs to ensure the total daily average hashrate of all machines does not fall by more than 5% below the Customer Equipment manufacturer's specified range.

4.6.2. If total hourly average hashrate of all Customer Equipment falls more than 10% compared to the previous hour, Whinstone will respond to the incident within 1 hour and provide a full incident report within 5 business days of the incident to the Customer.

4.6.3. Whinstone will make the best effort to employ a monitoring system to monitor uptime, performance and other machine metrics.

4.6.4. Whinstone shall maintain average hashrate overall for Customer Equipment within the tolerance range of the equipment manufacturer's specifications.

4.6.5. Whinstone shall acknowledge alerts from its monitoring system within 30 minutes and respond within 1 hour. If the problem cannot be corrected, the Customer Equipment affected will be place in a maintenance queue and reported to the Customer by the next business day.

4.6.6. Whinstone will reply to notices from the Customer on the same business day.

4.6.7. Whinstone shall maintain an intake temperature suitable for proper operation of the machines. If any machines do overheat, Whinstone shall turn them off as soon as possible and report the issue to the Customer.

4.7. Advanced Remote Hands Service

4.7.1. Whinstone will provide Advanced Remote Hands Service from 9 am to 9 pm, seven days a week. This service includes repairs, unracking/racking units, and replacement of parts such as hashboards, fans, controller boards.

Doc ID: 0576bfab07d364f2cb98c7a9e3e9486c52860acc
RHOD-BK-00015978

4.7.2. If the hourly hashrate performance of a single Miner drops more than 10%, Whinstone will respond within 30 minutes, and attempt to repair or replace faulty parts and components within 1 hour. If the issue cannot be resolved within 1 hour, Whinstone will place the equipment into a maintenance repair queue.

4.7.3. Whinstone shall reduce the maintenance repair queue at all times it is not responding to any incidents.

4.8. Whinstone will sell electricity in lieu of providing electricity to the Customer if the Ercot Market profitability exceeds the 250% of the contract price. The profit will be distributed 100% to the Customer.

5. WHITELABELING OF SERVICES

The Customer may white label the Services and arrangements under this Agreement on a back-to-back basis to specifically named third parties upon thirty-day notification to Whinstone, and Whinstone shall accept such execution of this right provided there are no changes to the terms of this Agreement. Any requested changes to warranties, representations, obligations, or service levels to be provided by Whinstone shall be negotiated in good faith by the Parties. Unless prior arrangement is made, the Customer shall be responsible for billing and collection associated with any white label offering.

6. OWNERSHIP AND INTELLECTUAL PROPERTY

6.1. The Parties acknowledge and agree that the Customer Equipment is the sole property of the Customer. In no event shall Whinstone claim ownership of any of the equipment.

6.2. The Parties acknowledge and agree that any outcomes or productivities, including but not limited to, block chains, hash and digital currencies, generated from the operation of the equipment are the sole property of the Customer. In no event shall Whinstone claim the ownership of any of such outcomes or productivities.

6.3. Whinstone shall not sell or create any mortgage, lien, or any kind of encumbrance on the Customer Equipment, the Intellectual Property, or any outcomes or productivities owned by the Customer.

6.4. The Customer will have a non-transferable license to use any IP address allocated by Whinstone to the Customer for the duration of this Agreement. If this Agreement is terminated for any reason, the Customer's license to use the IP address shall automatically terminate.

6.5. Customer owns any Developed IP. "**Developed IP**" means any intellectual property other than Background IP created or discovered by the Parties in connection with this Agreement, including without limitation any reports Whinstone provides to Customer. "**Background IP**" means all intellectual property owned or licensed by a Party before starting services under this Agreement or independent of services under this Agreement. The Developed IP is a work made for hire for the Customer to the extent permitted by applicable law, and Customer retains all intellectual property rights in the Developed IP. To the extent that Whinstone or its personnel own any rights in the Developed IP, Whinstone assigns, or will procure the assignment of, all rights, title, and interest in the Developed IP to Customer. If applicable law prevents future assignments, Whinstone will assign, or will procure the assignment of, such rights as these are created. If applicable law prevents Whinstone from transferring ownership of any

Doc ID: 0576fabd07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015979

Developed IP to Customer, Whinstone grants Customer a perpetual, irrevocable, exclusive, royalty-free, fully-paid, transferable, worldwide license, with the right to sublicense, to: (1) reproduce, prepare derivative works of, distribute, publicly perform, publicly display, and otherwise use such Developed IP; and (2) make, use, sell, offer for sale, import, export any component of, and otherwise dispose of such Developed IP. This agreement does not transfer any rights associated with Background IP, which will remain vested with their owners.

6.6 Whinstone will defend Customer and its affiliates, and indemnify them against liabilities in any third-party legal proceeding to the extent arising from an unaffiliated third party's allegation that Customer or its affiliate's use of the Services or any deliverable under this Agreement from Whinstone infringes or misappropriates the third party's Intellectual Property Rights.

7. CONFIDENTIALITY

7.1. The parties agree that Confidential Information:

7.1.1. shall be used solely for the purpose for which it was furnished in connection with performance of this Agreement;

7.1.2. shall be maintained in strict confidence and shall not be disclosed to third parties, provided, however, that Whinstone and the Customer may disclose Confidential Information to their respective affiliates and sub-contractors and their respective employees who need to have access to such Confidential Information for the purposes of providing the Services on the condition that Whinstone and the Customer shall procure compliance by such sub-contractors or affiliates and their respective employees with the terms of this Clause 7; provided, however, that Whinstone and the Customer shall be responsible for any breach of the obligations set forth in this Clause 7 by such sub-contractors or affiliates and their respective employees; and

7.1.3. upon termination of this Agreement shall be returned to the disclosing Party, together with all copies, or (at the disclosing Party's option) destroyed.

7.2. Any disclosure of Confidential Information permitted under Clause 7.1.2 shall be in confidence, and only be to the extent that any persons to whom the information is disclosed need to know the same for the performance of their duties and the receiving Party shall be obliged to procure that all such persons are aware of the obligation of confidentiality and undertake to comply with it.

7.3. The obligations of confidentiality and restricted use set out in Clauses 7.1 and 7.2 are not applicable to Confidential Information that:

7.3.1. was previously or becomes known to the receiving Party, free from any obligation to keep the same confidential (provided that Confidential Information disclosed in contemplation of the provision of the Services shall still remain subject to such obligations);

7.3.2. is or becomes generally available to the public, other than as a direct or indirect result of unauthorized disclosure by the receiving Party, its affiliates or a person engaged by the receiving Party or its affiliates contrary to their respective obligations of confidentiality;

7.3.3. is shown to have been independently developed by the receiving Party, its officers, employees, agents or contractors;

7.3.4. the Parties agree in writing that it need not be kept confidential; or

Doc ID: 0576fab07d364f2cb98c7a9e3e9486c52860acc
RHOD-BK-00015980

7.3.5. is required to be disclosed by law or by regulation or by the order of any governmental authority or court provided that, to the extent permitted by law, prior to any disclosure, the receiving Party notifies the disclosing Party of the information to be disclosed and the circumstances in which the disclosure is alleged to be required as early as reasonably possible before such disclosure must be made and, at the disclosing Party's request and cost, assists the disclosing Party in avoiding or limiting any such disclosure.

7.4. Without prejudice to any other rights and remedies that the disclosing Party may have, the receiving Party agrees that if Confidential Information is used or disclosed or threatened to be used or disclosed other than in accordance with the terms of this Agreement, the disclosing Party shall, without proof of special damage, be entitled to seek an injunction, specific performance or other equitable relief for any actual or threatened breach of this Clause 7.

7.5. Notwithstanding Clause 7.1, Whinstone will request in writing to the Customer and request the Customer to participate in its advertising and/or promotional literature and other materials. The Customer has the right to opt out of any and all advertising request.

7.6. In order for Whinstone to provide the Services, the Customer will need to supply certain information or data. Where such information or data constitutes Personal Data, Whinstone will comply with the Data Protection Laws. The Parties shall duly observe and comply with all their obligations under the Data Protection Laws in relation to any Personal Data processed in connection with this Agreement and shall render such assistance and cooperation as is reasonably necessary or reasonably requested by the other Party in respect thereto.

7.7. It shall be the Customer’s responsibility to keep any Personal Data provided to Whinstone up to date and the Customer warrants and undertakes to Whinstone that all of its Personal Data and contact details are accurate and complete.

7.8. Whinstone may pass the Customer’s Personal Data to Whinstone affiliates and to any third-party suppliers Whinstone may use to provide services that involve processing data on Whinstone’s behalf for the purpose of providing the Services and as contemplated by the terms of this Agreement; provided, however, that Whinstone shall be responsible for any breach of the obligations set forth in this Clause 7 by such affiliates and third party suppliers.

8. LIABILITY, REPRESENTATIONS, WARRANTIES, AND INDEMNIFICATIONS

8.1. Both Parties represent and warrant that they have the right and capacity to enter into this Agreement and fully perform their respective obligations hereunder;

8.2. Whinstone shall perform the Services as described herein and shall provide the Services in a professional manner consistent with industry standards.

8.3. Whinstone hereby agrees to indemnify and hold harmless the Customer and any of its managers, owners, successors, licensees and assignees, from any and all losses, costs, liabilities, damages and expenses, including but not limited to, reasonable attorney fees resulting from any breach of any obligations, representation, warranty and/or covenant under this Agreement. Notwithstanding any provisions herein, Whinstone agrees to indemnify the Customer for any losses directly or indirectly caused by negligence or intentional or willful misconduct of Whinstone in its performance of obligations under this Agreement, including but not limited to, faulty operations, bad design, or misuse of the facilities in the datacenter.

Doc ID: 0576bfab07d364f2cb98c7a9e3e9486c652860cc
RHOD-BK-00015981

8.4. If electrical supply is suspended for five (5) or more consecutive days, or more than seven (7) days in any twelve (12) month period due to any cause other than due to Force Majeure event, the Customer is entitled to suspend or terminate this Agreement by giving a written notice to Whinstone. Written notice will be signed and emailed to Whinstone, and a physical copy will be sent to Whinstone's registered address. The timestamp of the email will be considered the date of the receipt of such notice. If the Customer terminates this Agreement for the aforementioned reason, Whinstone shall pay for the costs to decommission, clean, package onto pallets and for the shipping cost to transport all Customer's Customer Equipment to a new location.

8.5. Neither Party excludes or limits its liability to the other Party for:

8.5.1. death or personal injury caused by its negligence;

8.5.2. fraud or fraudulent misrepresentation.

8.6. Subject to Clauses 6, 8.5, 8.7, and claims for outstanding payment, the aggregate liability of each Party to the other in contract, tort (including negligence), for breach of a statutory duty or otherwise arising under or in connection with this Agreement or its subject matter shall be limited to a sum equal to the greater of: (i) the aggregate charges payable by the Customer to Whinstone in the twelve-month period immediately prior to the date on which the cause of action first arose or, if the Agreement had been in force for less than twelve months at that date, the annualized amount of the charges payable by that date; and (ii) USD $250,000.

8.7. Subject to Clause 8.5 but notwithstanding anything else in this Agreement, the aggregate liability of:

8.7.1. the Customer to Whinstone for damage to property, in contract, (including negligence) or otherwise arising under or in connection with this Agreement shall be limited to a sum equal to the aggregate charges payable by the Customer to Whinstone in the twelve-month period immediately prior to the date on which the cause of action first arose or, if the Agreement has been in force for less than twelve months on such date, the annualized amount of the charges payable by that date; and

8.7.2. Whinstone to the Customer for damage to property, in contract, tort (including negligence) or otherwise arising under or in connection with this Agreement shall be limited to a sum equal to the aggregate charges payable by the Customer to Whinstone in the twelve-month period immediately prior to the date on which the cause of action first arose or, if the Agreement has been in force for less than twelve months on such date, the annualized amount of the charges payable by that date.

8.8. In no event will Whinstone have any liability for non-provision or delay in the provision of the Services which:

8.8.1. can be reasonably attributed to the acts or omissions of the Customer, its affiliates, employees, workers, sub-contractors, agents or customers including but not limited to failure to provide complete, accurate information in a timely manner for Whinstone;

8.8.2. arises from or as a consequence of use of the Services other than in accordance with the express terms of this Agreement; and/or

Doc ID: 0576bfab07d364f2b98c7a9e3e9486c652860cc
RHOD-BK-00015982

8.8.3. occurs during any period of suspension in accordance with Clause 12, provided, however, that this Clause 8.8 shall not apply in the case of willful misconduct or negligence by Whinstone, its affiliates, employees, workers, sub-contractors or agents.

8.9. The Customer acknowledges that Whinstone would not enter into this Agreement at the prices herein without the foregoing limitations of liability. Each Party acknowledges that the allocation of risk in this Agreement (including the exclusions and limitations set out in this Clause 8) has been freely negotiated at arm's length and is regarded by it as reasonable. The Customer acknowledges that it has had an opportunity to consider adequate insurance cover and to obtain professional advice in relation to this Clause 8.

8.10. Whinstone shall not be liable for any claim arising under this Agreement unless the Customer gives Whinstone written notice of the claim within twelve months of becoming aware of the circumstances giving rise to the claim.

8.11. Whinstone shall maintain minimum general business liability insurance in the amount of ten million US Dollars per occurrence or replacement value of the Customer's Customer Equipment, whichever is lower. This coverage will not include business income interruption coverage. The Customer is responsible for insuring their equipment and business income interruption insurance.

8.12. Whinstone represents to the Customer that it has secured rights to at least 100 acres of leased land for two years for the Data Center and secured for commercial access up to one (1) gigawatt of aggregated electricity that can be delivered to the Data Center, of which a portion of that may be incrementally offered to the Customer under an Extended Term.

9. ASSIGNMENT

9.1. This Agreement and all rights and obligations hereunder, in whole or in part, may be assigned or transferred by the Customer without the prior written consent of Whinstone. The Customer shall provide prompt written notice to Whinstone of any such assignment or transfer. Following such assignment or transfer, but provided that the Customer has provided written notice thereof to Whinstone, (i) the assignee or transferee shall assume and be liable to Whinstone for the full and faithful performance of all of the Customer's obligations under this Agreement and be considered the "Customer" for all purposes under this Agreement and (ii) Rhodium JV LLC shall have no further liability to Whinstone..

9.2. Whinstone may, upon receipt of the Customer's prior written consent, assign, sub-license or deal in any other manner with this Agreement or any rights under the Agreement, or sub-contract any or all of any or all of obligations under this Agreement to one or more of its affiliates or to any third party upon a sale of all or substantially all of its assets and will provide notice to the Customer of any such assignment, provided, however, that the Customer is provided with the Services under the same terms and conditions as those of this Agreement until the expiration of the Initial Term or the relevant Extended Term, as the case may be, of this Agreement.

10. FORCE MAJEURE

10.1. Neither Party shall in any circumstances be liable to the other for any loss of any kind whatsoever including any damages whether directly or indirectly caused or incurred by the

Doc ID: 0576bfab07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015983

other Party by reason of any failure or delay in the performance of its obligations hereunder which is due to Force Majeure.

10.2. If either of the Parties becomes aware of circumstances of Force Majeure which give rise to or which are likely to prevent the performance of any obligations on its part, it shall as soon as reasonably possible and in any event within five (5) Business Days after commencement of the Force Majeure serve notice in writing on the other Party specifying the nature and extent of the circumstances giving rise to Force Majeure.

10.3. If either Party is prevented from performance of substantially all of its obligations by Force Majeure for more than two (2) months in total, the other Party may terminate this Agreement by giving notice in writing to the other Party at any time, in which case neither Party shall have any liability to the other except that rights and liabilities which accrued prior to such termination shall continue to subsist.

11. NOTICES

11.1. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt, or (a) personal delivery to the Party to be notified, (b) when sent, if sent by electronic mail or facsimile during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the respective Parties at their address as set forth below, or to such e-mail address, as subsequently modified by written notice given in accordance with this Clause 11 herein:

11.2. The addresses of the parties for the purposes of Clause 11.1 are:

11.2.1. Whinstone US, Inc.

2721 Charles Martin Hall Road
Rockdale, Texas 76567
Marked for the attention of: Lyle Theriot
Email: Lyle.Theriot@whinstone.us
Attention: Lyle Theriot

11.2.2. Rhodium JV LLC.

7546 Pebble Drive
Fort Worth, Texas 76118
Marked for the attention of: Cameron Blackmon
Email: cameronblackmon@imperiumpartners.io
Attention: Cameron Blackmon

11.3. In proving service, it shall be sufficient to prove that the envelope containing such notice was addressed to the address of the relevant party set out in Clause 11.2 (or as otherwise notified by that party under this Clause) and delivered to that address.

12. SUSPENSION OF SERVICE

12.1. Whinstone reserves the right to suspend the Services for the following reasons:

12.1.1. to carry out Maintenance with the prior written consent of the Customer;

Doc ID: 0876fa8e96d274b2be6744ce8958a4d38cc

12.1.2. to make any modification, change, addition to, or replacement of, the Whinstone Equipment or any part of the IP Connection Service or the Services where this is required to conform with any applicable safety, statutory or legal requirements, provided that such modification, change, addition or replacement does not detract from, reduce or impair the overall quality or performance of the Services with prior written consent of the Customer;

12.1.3. where the Customer fails to pay any undisputed Charges in accordance with Clause 3;

12.1.4. where Whinstone is obliged to comply with an order, instruction or request of Government, court, law enforcement agency or other competent administrative or regulatory authority, in which case Whinstone shall provide notice to the Customer as soon as possible, and cooperate with the Customer to mitigate losses or take other appropriate actions;

12.1.5. in an emergency; or

12.1.6. where Whinstone has reason to terminate this Agreement in accordance with its terms.

12.2. Where suspension of the Services is necessary in accordance with the provisions of Clause 12.1.2, Whinstone will carry out such work as Scheduled Maintenance but in circumstances where this is not possible, Whinstone shall use all reasonable endeavors to perform such work between the hours of midnight and 6am and shall restore the Services as soon as reasonably practical in the circumstances.

12.3. If Whinstone exercises its right of suspension under this Clause, this will not exclude its right to terminate this Agreement later in respect of that or any other event, nor will it prevent Whinstone claiming damages from the Customer in respect of any breach.

13. TERMINATION

13.1. This Agreement shall commence on the Effective Date and shall continue for a period of One hundred twenty (120) months from the RFU Date ("**Initial Term**") unless and until terminated in accordance with this Clause 13.

This Agreement shall be automatically extended for a period of 12 months ("**Extended Term**") at the end of the Initial Term and at the end of each Extended Term. The Customer can terminate the contract at the end of the twelfth month of the Initial Term or any Extended Term with no penalty by notifying Whinstone in writing sixty (60) days prior to the end of the contract. Unless notified in writing of termination by the Customer as mentioned above, the Customer contract will renew automatically for an additional twelve (12) months under the same conditions.

13.2. Customer Elected Termination. Whinstone understands and agrees that the Customer shall have the right to elect not to provide a RFU Notice in relation to this Agreement. If no RFU Notice is provided to Whinstone prior to June 1, 2028, this Agreement shall be considered terminated with immediate effect and any rights or obligations of either Party under this Agreement shall be null and void.

13.3. Termination for Cause. Either party (the "**Non-Defaulting Party**") may terminate this Agreement (without prejudice to its other rights and remedies) with immediate effect by written notice to the other party (the "**Defaulting Party**") if:

13.3.1. the Defaulting Party commits a material breach of any of its material obligations under this Agreement (including failing to pay any sums payable under this Agreement by the due date) and if the breach is capable of remedy, fails to remedy it during the period of 30

Doc ID: 0576bfab07d364f2cb98c7a9e3e9486c52860cc
0576fabe07d364f2cb98c7a9e3e9486c52860cc
RHOD-BK-00015985

days starting on the date of receipt of notice from the Non- Defaulting Party specifying the breach and requiring it to be remedied; or

13.3.2. the Defaulting Party becomes insolvent including being unable to pay its debts as they fall due and/or that the value of its assets is less than the amount of its liabilities, taking into account its contingent and prospective liabilities, proposes an individual, company or partnership voluntary arrangement, has a receiver, administrator or manager appointed over the whole or any part of its business or assets; if any petition shall be presented, order shall be made or resolution passed for its winding up (except for the purpose of a bona fide amalgamation or reconstruction), bankruptcy or dissolution (including the appointment of provisional liquidators/interim receivers or special managers); if it shall otherwise propose or enter into any composition or arrangement with its creditors or any class of them; if it ceases or threatens to cease to carry on business or if it claims the benefit of any statutory moratorium; or

13.3.3. the Defaulting Party suffers, or there occurs in relation to that party, any event which is analogous to any of the events referred to in Clause 13.2.2 in any part of the world.

13.3.4. In the case that the Customer terminates this Agreement due to Whinstone's failure to cure a default, or the matters specified in Clause 13.3 or 13.4, Whinstone will pay for the costs to decommission, clean, package onto pallets and ship the Customer equipment to a new location. Whinstone will also pay Customer's lost revenue from mining resulting from such termination converted to US dollars, which shall be calculated based on the average market price of the mined digital asset and mining difficulty levels for a period of four calendar weeks from the date of the termination.

13.4. It is in the best interest of both Parties to pursue all reasonable efforts to remedy any issues with the Services or Service Level Agreement without termination or penalties. In cases of negligence or failure to maintain the Service Level Agreement for more than two (2) consecutive months, the Customer shall be entitled to the right to terminate the Agreement.

13.5. If Whinstone fails to install all of the Customer Equipment within 60 days of the RFU Date, the Customer shall be entitled to terminate or suspend the Agreement, and Whinstone shall refund the customer the 90% of the installation charges.

13.6. Either Party may terminate this Agreement with immediate effect by written notice and without further obligation or liability to the Customer if required by any law enforcement or other government or regulatory organization or authority or by the courts.

13.7. All rights and obligations of the Parties shall cease to have effect immediately upon termination of this Agreement, except that termination shall not affect:

13.7.1. accrued rights and obligations of the Parties at the date of termination; and

13.7.2. the continued survival and validity of the rights and obligations of the Parties under Clauses 7, 8, this Clause 13.4 and Clauses 15, 17 and 19 and any other provisions of this Agreement necessary for the interpretation or enforcement of this Agreement.

13.8. For the avoidance of doubt, save where otherwise agreed in writing between the Parties, termination of any Services at a site does not constitute termination of this Agreement, and, where this Agreement has been terminated in accordance with its terms, all Services will automatically terminate upon such termination.

13.9. Upon termination of this Agreement, the Customer shall at its own cost and expense return to Whinstone all IP addresses provided to it by Whinstone.

Doc ID: 0576bfab07d364f2cb98c7a9e3e9486c52860acc
RHOD-BK-00015986

14. ANTI-BRIBERY AND CORRUPTION

Each Party warrants and represents that it has not and will not carry out any act that could be an offense under anti-bribery laws.

15. APPLICABLE LAW

This Agreement shall be governed by Texas Law and the parties hereby submit to the exclusive jurisdiction of the Texas courts.

16. GENERAL

16.1. No failure or delay of either Party in exercising its rights hereunder (including the right to require performance of any provision of this Agreement) shall be deemed to be a waiver or release of such rights. Any waiver or release must be specifically granted in writing signed by the Party waiving its rights and shall:

16.1.1. be confined to the specific circumstances in which it is given;

16.1.2. not affect any other enforcement of the same or any other right; and

16.1.3. unless it is expressed to be irrevocable, be revocable at any time in writing.

Any single or partial exercise of any right, power or remedy provided by law or under this Agreement shall not preclude any other or further exercise of it or the exercise of any other right, power or remedy.

16.2. If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:

16.2.1. the legality, validity, or enforceability in that jurisdiction of any other provision of this Agreement; or

16.2.2. the legality, validity, or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

16.3. All work performed by Whinstone under this Agreement shall be performed as an independent contractor and not as an agent of the Customer and neither Party shall be, nor represent itself to be, the employee, agent, representative, partner or joint venture of the other. Neither Party shall have the right or authority to assume or create an obligation on behalf of or in the name of the other or to otherwise act on behalf of the other. The performing Party shall be responsible for its employees' compliance with all applicable laws, rules, and regulations while performing work under this Agreement.

16.4. No modification, amendment or other change may be made to this Agreement or any part thereof unless reduced to writing and executed by authorized representatives of Whinstone and the Customer. Unless expressly so agreed, no modification or variation of this Agreement shall constitute or be construed as a general waiver of any provisions of this Agreement, nor shall it affect any rights, obligations or liabilities under this Agreement which have already accrued up to the date of such modification or waiver, and the rights and obligations of the Parties under this Agreement shall remain in full force and effect, except and only to the extent that they are so modified or varied.

Doc ID: 0576fabb07d364f2b98c7a9e3e9486c52860acc
RHOD-BK-00015987

17. ENTIRE AGREEMENT

17.1. This Agreement constitutes the entire understanding between the Parties concerning the subject matter of the Agreement and supersedes any previous agreement or understanding between the Parties in relation to the subject matter.

17.2. With effect from the date of this Agreement all Services shall be provided solely in accordance with the terms of this Agreement and all prior agreements and understandings between the Parties in relation to the same shall be deemed terminated from the date hereof. Save in respect of rights and liabilities arising prior to such date, all such prior agreements and understandings shall cease to be of effect from the date of signature of this Agreement. In no event shall the pre-printed terms and conditions found on any Customer purchase order, acknowledgement, or other form be considered an amendment or modification of this Agreement, even if such documents are signed by representatives of both Parties; such pre- printed terms and conditions shall be null and void and of no force and effect.

17.3. Each Party acknowledges and agrees that in entering into the Agreement or in amending any part of this Agreement, it has not relied on any statement, representation, warranty, understanding, undertaking, promise or assurance (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in the Agreement. Each Party irrevocably and unconditionally waives all claims, rights and remedies which but for this clause it might otherwise have had in relation to any of the foregoing.

17.4. Nothing in Clauses 17.1 to 17.3 (inclusive) shall limit or exclude any liability for fraud.

18. COUNTERPARTS

18.1. This Agreement shall be executed in two originals, each Party shall retain one original respectively This Agreement shall not be effective until each of the Parties has executed at least one counterpart.

18.2. Each counterpart shall constitute an original, but all the counterparts shall together constitute one and the same instrument.

19. THIRD PARTIES

It is agreed that this Agreement is not intended to and does not give to any other person who is not a party to this Agreement any rights to enforce directly any provisions contained in this Agreement except for any person to whom the benefit of this Agreement is assigned or transferred in accordance with Clause 9.

20. FURTHER ASSURANCE

Each Party shall, if requested by the other Party and at the other Party's cost, execute or cause to be executed all documents and do or cause to be done all further acts and things as may be necessary in order to vest in and secure to the other Party and its successors in title the full benefit of the assets, rights and benefits to be transferred or granted to the other Party under this Agreement and for the protection and enforcement of the same and otherwise to give effect to this Agreement and to the rights and obligations contained within this Agreement.

Doc ID: 0576bfab07d364f2b98c7a9e3e9486c652860cc
RHOD-BK-00015988

The Agreement shall come into force from the seal or signature date by both Parties. This Agreement is made out in two original copies, one copy to be held by each Party in witness thereof.

CUSTOMER:

On behalf of Rhodium JV LLC,
By: Imperium Investments Holdings LLC
Its: Manager

x Cameron Blackmon

By: Cameron Blackmon

Its: Manager

Date: 06 / 30 / 2020

WHINSTONE:

On behalf of Whinstone US, Inc.

x Chad Everett Harris

Name: Chad Everett Harris

Title: Director

Date: 07 / 09 / 2020

Doc ID: 0576[illegible]cc

EXHIBIT 1

Doc ID: 0576bab07d3674f2cb98c749e3e9486c052860cc
RHOD-BK-00015990

HELLOSIGN

Audit Trail

TITLE	Rhodium 5MW Hosting Agreements - 20 identical agreements
FILE NAME	6.30.20 Wh...UTABLE.pdf and 19 others
DOCUMENT ID	0056b5ab07d364d2cb98c5a9e3c9486c652260cc
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	• Out For Signature

Document History

SENT	**06 / 30 / 2020** 18:21:45 UTC-6	Sent for signature to Cameron Blackmon (cameronblackmon@rhodiummining.io) and Chad Harris (c.harris@whinstone.us) from corporate@fornarolaw.com IP: 73.50.131.53
VIEWED	**06 / 30 / 2020** 19:38:22 UTC-6	Viewed by Cameron Blackmon (cameronblackmon@rhodiummining.io) IP: 107.77.198.141
SIGNED	**06 / 30 / 2020** 19:39:19 UTC-6	Signed by Cameron Blackmon (cameronblackmon@rhodiummining.io) IP: 107.77.198.141
INCOMPLETE	**06 / 30 / 2020** 19:39:19 UTC-6	This document has not been fully executed by all signers.

HELLOSIGN

Audit Trail

TITLE	Rhodium 5mw - 20 identical hosting agreements
FILE NAME	Rhodium Whinstone...hodium signed.pdf
DOCUMENT ID	05761f8ce96c279fb2bc64744ce0853a4d15f0da
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	• Completed

Document History

SENT	**07 / 07 / 2020** 13:28:01 UTC-6	Sent for signature to Chad Harris (c.harris@whinstone.us) from corporate@fornarolaw.com IP: 73.50.131.53
VIEWED	**07 / 09 / 2020** 13:51:40 UTC-6	Viewed by Chad Harris (c.harris@whinstone.us) IP: 8.2.195.142
SIGNED	**07 / 09 / 2020** 14:01:15 UTC-6	Signed by Chad Harris (c.harris@whinstone.us) IP: 8.2.195.142
COMPLETED	**07 / 09 / 2020** 14:01:15 UTC-6	The document has been completed.

Powered by HELLOSIGN

EXHIBIT D

Colocation Agreement

This Colocation Agreement (this "**Agreement**") is made as of **November 2, 2020** (the "**Effective Date**") between **Whinstone US Corporation**, a corporation organized and existing under the laws of the state of Delaware, having its principal office at 2721 Charles Martin Hall Road, Rockdale, Texas 76567, USA ("**Provider**"), and **Jordan HPC LLC**, a limited liability company organized and existing under the laws of Wyoming, having its principal office at 7546 Pebble Drive, Fort Worth, Texas 76118 ("**Customer**"). Provider and Customer are hereinafter together referred to as the "**Parties**" and each as a "**Party**."

WHEREAS, Provider operates a colocation data center facility the primary business purposes of which is to make the facilities (e.g., power, cooling, and Internet connectivity) necessary to support high volumes of Bitcoin mining devices available to customers that have, or desire to obtain, such devices, and are seeking an off-premises location to store and operate such devices;

WHEREAS, Customer currently owns or desires to procure dedicated Bitcoin mining devices, and desires to install such devices in a facility at which Customer may manage and operate such devices remotely; and

WHEREAS, Provider is willing to provide such hosting services to Customer, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises in this Agreement, the Parties agree as follows:

1. Key Terms

1.1. The table below sets forth a summary of the principal terms of the hosting arrangement under this Agreement (the "**Key Terms**"). Each of the terms in the leftmost column of this table will have the meaning set forth in the respective row(s) in the column(s) to the right.

Target Ready-for-Use Date	September 30, 2020	
Initial Term Length	120 months with option to extend for up to an additional 120 months at Customer's discretion	
Customer Equipment	(To be specified in writing by Customer)	
	Unit type: Number of units: Hash rate per unit: Power usage per unit:	_____ _____ _____ TH/s _____ W/GH
	Hardware Unit	
	Unit type: Number of units: Hash rate per unit: Power usage per unit:	_____ _____ _____ TH/s _____ W/GH
Specified Power Draw	_____Up to 25 MW broken into executable increments of 5MW	
Hosting Fees	As defined in Section 6.1 of this Agreement	
Provider Account	_____	
Customer Account	_____	

2. Definitions

2.1. Defined Terms

The terms listed below, when used in this Agreement, shall have the following meaning

"**Advanced Remote Hands Service**" is defined in Section 3.4.

"**Applicable Law**" means, as in effect from time to time, any law, rule, regulation, declaration, decree, directive, statute or other enactment, order, mandate or resolution, interpretation, writ, judgment, injunction, license, or permit, issued or enacted by any Governmental Authority, which is applicable to a Party under this Agreement, including securities laws, tax laws, tariff and trade laws, and data laws.

"**AUP**" or "**Acceptable Usage Policy**" means Provider's then-current acceptable use policy, which may be referenced at www.whinstone.us.

"**Basic Remote Hands Service**" is defined in Section 3.4.

"**Building Unit**" means each separate building within the Facility.

"**Business Day**" means a day which is not a Saturday, Sunday or a public holiday in Texas.

"**Confidential Information**" means the terms of this Agreement and all information whether in written or any other form which has been or may be disclosed in the course of the discussions leading up to the entering into or performance of this Agreement and which is identified as confidential or is clearly by its nature confidential including information relating to this Agreement or the Services,

data used or generated in the provision of the Services, or any of Customer's products, operations, processes, plans or intentions, know-how, trade secrets, market opportunities, customers and business affairs.

"**Connection**" means the connection between Customer Equipment and the internet.

"**Customer**" is defined in the preamble to this Agreement.

"**Customer Area**" means the part of the Facility that is designated for the installation of the Customer Equipment.

"**Customer Equipment**" means the hardware equipment that is owned by Customer and installed in the Customer Area.

"**Customer Representative**" means any officer, employee, agent, sub-contractor or other person identified by Customer as acting on Customer's behalf.

"**Data Center Rules**" means the then-current rules and procedures relating to physical access to the Facility.

"**Data Center Specifications**" is defined in Section 3.1.

"**Defaulting Party**" is defined in Section 17.1.

"**Deinstallation Commencement Date**" is defined in Section 17.3.

"**Demand Reduction Benefit Program**" means any scheme initiated by a power supplier, power network supplier or other third party in the power market area managed by the Electric Reliability Council of Texas, under which power consumers receive a benefit in connection with any limitation on their power demand during times of peak power usage.

"**Deposit**" is defined in Section 6.3.

"**Disposal Charge**" is defined in Section 17.3.

"**Equipment Lien**" is defined in Section **Error! Reference source not found.**.

"**Facility**" means the data center operated by Provider at 2721 Charles Martin Hall Road, Rockdale, Texas 76567.

"**Force Majeure Event**" means any event beyond the reasonable control of a Party, including, without limitation, war, civil war, armed conflict or acts of terrorism or a public enemy or other catastrophes, riot, civil commotion, malicious damage, compliance with any law, regulation, rule, or any act, order, direction, or ruling of a Governmental Authority coming into force after the date of this Agreement, natural and environmental disaster, epidemic, quarantine, pressure waves caused by devices traveling at supersonic speeds, nuclear accident, acts of God, failure of a part of the power grid, failure of the Internet, failure or delay in the performance of Provider's third-party suppliers or of other third-party suppliers, and strikes, slowdowns, lockouts or other labor stoppages.

"**Governmental Authority**" means any domestic or foreign, supra-national, national, state, county, municipal, local, territorial or other government or bureau, court, commission, board, authority, taxing authority, agency (public or otherwise), or governmental entity or quasi-governmental entity (including any subdivision thereof), in each case anywhere in the world, having competent jurisdiction over a Party.

"**Hardware Control App**" means the application that is made available by Provider to permit Customer to manage the Customer Equipment.

"**Hardware Control Software**" means the software which enables management of the Customer Equipment by Customer and Provider via the Hardware Control App.

"**Hardware Control EULA**" is defined in Section 3.2.

"**Hardware Unit**" means each part of Customer Equipment bearing a separate identification code.

"**Hosting Services**" is defined in Section 3.1.

"**IP-Rights**" means all intellectual property rights, including patents, utility models, trade and service marks, trade names, domain names, rights in designs, copyrights, moral rights, topography rights, rights in databases, trade secrets and know-how, in all cases whether or not registered or registrable and including registrations and applications for registration of any of these and rights to apply for the same, rights to receive equitable remuneration in respect of any of these and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world.

"**Maintenance**" means any activity performed by Provider in order to maintain, upgrade or improve the Services, including any modification, change, addition, or replacement of any Provider hardware, or any part of, or machinery or other components of, the Facility.

"**Minimum Hosting Charge**" is defined in Section 6.1.

"**Mining Pool**" means the group of Bitcoin miners to which Customer determines to contribute the processing power of any particular piece of Customer Equipment in order to collaborate in finding new Bitcoin blocks.

"**Non-Defaulting Party**" is defined in Section 17.2.

"**Notice**" is defined in Section 19.

"**Parties**" is defined in the preamble to this Agreement.

"**PDU**" means power distribution unit.

"**Phase-out Period**" is defined in Section 17.3.

"**power**" means electric power.

"**Power Supply Contract**" means Provider's agreements with third parties related to the provision of power to the Facility.

"**Provider**" is defined in the preamble to this Agreement.

"**Racks**" means the racks provided by Provider and configured for installation of the particular Customer Equipment.

"**Related Services**" is defined in Section 3.1.

"**Remote Hands Service**" is defined in Section 3.5.

"**RFU Date**" or "**Ready-for-Use Date**" means January 30, 2021.

"**Scheduled Maintenance**" means any Maintenance activities for which Provider notified Customer at least 3 days in advance, which notice may be given by publication on the Hardware Control App.

"**Service Rates**" means Provider's then-current rates for Related Services, as set forth in Annex 1.

"**Service Charges**" means amounts owed by Customer in connection with the Services.

"**Service Level Default**" is defined in Section 8.

"**Service Level Credit**" is defined in Section 8.

"**Services**" is defined in Section 3.2.

"**Specified Power Draw**" means the amount of power available to Customer as part of the Hosting Services.

"**Term**" is defined in Section 16.

"**Termination Date**" means the date this Agreement terminates or expires.

"**Termination Event**" is defined in Section 17.1.

"**Ticket**" means an electronic request for service generated in the Hardware Control App.

"**Unscheduled Maintenance**" means Maintenance that is not Scheduled Maintenance.

"**Uptime**" means the amount of time in the applicable month that the Hosting Services are available to Customer, as determined in accordance with Section 8.

"**Uptime Service Level**" is defined in Section 8.

"**Working Hours**" means the hours from 8:00 a.m. to 5:00 p.m., Central Time, on a Business Day.

3. Provider's Services

3.1. Facility

All Services are provided within the Facility, which is designed to meet the following specifications (the "**Data Center Specifications**"):

- power supply up to the Specified Power Draw;
- transforming equipment;
- racks
- all air cooling equipment, PDUs, etc,
- evaporative cooling;
- air ventilation and cooling sufficient to ensure that the average ambient temperature within any Customer Area is not greater than 30 degrees Celsius;
- limited air filtration sufficient to ensure that the Customer Area remains free of dust, insects, precipitation and condensation
- internet connectivity; and
- smoke detection

it being understood that each of the foregoing is made available to the Customer Area on a shared, non-exclusive and non-redundant basis.

Within the Facility, Provider does not guaranty that the Customer Area will be contiguous. The Customer Area may spread over several Building Units, and is not physically separated from areas in the Facility in which the equipment of other customers is hosted. Provider has the right to change the location of the Customer Area within the Facility and to relocate Customer Equipment, subject to the maintenance and service level obligations set forth in this Agreement.

3.2. Services

Provider shall provide Customer with the Hosting Services and the Related Services (together the "**Services**") during the Term.

The "**Hosting Services**" consist of:

- providing the Customer Area in accordance with the Data Center Specifications;
- providing Racks in the Customer Area;
- providing customers with limited air filtration at an additional cost in the Customer Area;
- hosting the provided Customer Equipment in the Racks;
- providing customers PDUs installed in the Racks, as may be required by the particular Customer Equipment;
- making available the Hardware Control Software and Hardware Control App (it being understood that these components are subject to a separate license agreement (the "**Hardware Control EULA**"), but for which no separate license fee is payable);

- Switching back on any breakers that have tripped during the 8am to 8pm CT time period.
- subject to Section 5, providing Customer with escorted access to the Customer Area for equipment inspections, installation, removal, additions, subtractions or physical maintenance at any time during Working Hours or otherwise by prior appointment as mutually agreed;
- fire detection and alarm system provide by Rhodium JV LLC
- providing monthly reports to the Customer that will contain a summary of monthly power draw as measured from power consumption meters;
- providing IT security for the Facility, including the installation, maintenance and operation of a firewall and implementation and administration of an IT security policy to prevent unauthorized access, viruses, and ransomware; and
- providing physical security for the Facility which will include, but not be limited to, 24-hour patrol, camera security, monitored alarm security, and a fence around the Building Units in which any part or all of the Customer Area is located.

The "**Related Services**" consist of

- installation of Customer Equipment (as more particularly described in Section 3.3);
- the Basic Remote Hands Service (as more particularly described in Section 3.4); and
- deinstallation of Customer Equipment.

For the avoidance of doubt, the Related Services are not optional, and the Customer's receipt of and payment for the Related Services is a requirement for hosting the Customer Equipment in the Facility.

3.3. Installation

The installation of Customer Equipment includes:

- unpacking;
- labelling;
- positioning in the Racks
- installation and management of cables (power and LAN connection);
- inventorization and inventory management;
- installation of the Hardware Control Software;
- initial setting; and
- disposal of packing materials.

Installation does not include the provision or installation of any software other than the Hardware Control Software. In certain cases, a particular Hardware Unit may require an update to its firmware (as determined and designated by the manufacturer thereof). In such case, Provider will apply such firmware update in accordance with the instructions provided by such manufacturer. CUSTOMER HEREBY AGREES THAT, IN THE ABSENCE OF PROVIDER'S RECKLESSNESS, GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, PROVIDER SHALL HAVE NO LIABILITY OF ANY KIND FOR, AND DOES HEREBY WAIVE AND RELEASE ANY CLAIM IN CONNECTION WITH, ANY DAMAGE TO ANY HARDWARE UNIT ARISING OUT OF OR RESULTING FROM THE APPLICATION OF ANY SUCH MANUFACTURER-PROVIDED FIRMWARE UPDATE.

The installation of any individual Hardware Unit is deemed completed when such Hardware Unit connects and sends computations to the Customer-designated Mining Pool. In the case of faulty Hardware Units, installation is completed when Provider diagnoses the fault and provides a report to

Customer.

Except as may otherwise be determined by Provider in its sole discretion, Customer shall not have any rights to install, uninstall, or otherwise physically access any Hardware Units in the Facility.

3.4. Basic Remote Hands Service

The basic Remote Hands Service (the "**Basic Remote Hands Service**") consists of the following tasks, as applicable, which will be performed by Provider based on the specific instructions of Customer:

- pushing a button;
- switching a toggle;
- turning on/off of Customer Equipment;
- securing cabling connections;
- observing, describing and/or reporting of indicator lights or display information on machines or consoles;
- cable organization;
- modifying basic cable layout, labelling and/or re-labelling of Customer Equipment;
- cable patching;
- checking alarms for faults; and/or
- inserting/removing discs or equivalent storage devices into/from the Customer Equipment.

Performance of these services will be available on a 24/7 basis. For the avoidance of doubt, the Basic Remote Hands Service is included as part of the Variable Hosting Rate and will not be subject to separate charges or invoices.

3.5. Advanced Remote Hands Service

The following activities, which require software or hardware changes requested by Customer (the "**Advanced Remote Hands Service**" and, together with the Basic Remote Hands Service, the "**Remote Hands Service**"), may be requested by Customer and provided by Provider on an "as-is" basis, subject to the prior mutual agreement of the Parties:

- installation of applications or software on Customer Equipment;
- uploading of data to Customer Equipment;
- configuration of Customer Equipment operating system;
- hardware fault diagnosis;
- software fault diagnosis;
- rectification of problems caused by Customer Equipment or software;
- rectification of problems caused by Customer;
- cleaning of Customer Equipment;
- any service requiring the opening of the outer casing of any Customer Equipment; and
- any other activity not expressly listed as a Related Service.

Performance of these services will be available on a 24/7 basis. Any particular Advanced Remote Hands Service that is commissioned by Customer and performed by Provider shall be deemed to be part of the "Services" under this Agreement. Customer hereby acknowledges that Provider makes no

warranties of any kind in connection with the provision of the Advanced Remote Hands Services, and CUSTOMER HEREBY AGREES THAT IN THE ABSENCE OF PROVIDER'S RECKLESSNESS, GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, PROVIDER SHALL HAVE NO LIABILITY OF ANY KIND FOR, AND DOES HEREBY WAIVE AND RELEASE ANY CLAIM IN CONNECTION WITH, ANY DAMAGE TO ANY HARDWARE UNIT, ANY SOFTWARE INSTALLED THEREON, AND ANY RIGHT TO MANUFACTURER WARRANTY SERVICE RELATING THERETO, ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF ADVANCED REMOTE HANDS SERVICES.

3.6. Service Orders

Customer shall place all orders for Remote Hands Service through the Hardware Control App. Such orders are placed by opening a Ticket specifying the relevant Hardware Unit, the requested action, and all other information requested by the Hardware Control App. All such Tickets shall be deemed to be orders for such services, and Customer shall be obligated to pay all fees arising out of Provider's performance thereof.

Under certain circumstances the Hardware Control App has the ability to open Tickets automatically in response to certain performance characteristics and failure modes relating to the Customer Equipment, to the extent that such functionality is enabled by Customer. Any such Tickets that call for Basic Remote Hands Service shall be deemed to have been opened by the Customer, and be conclusive orders for such Basic Remote Hands Service. For the avoidance of doubt, the performance of this functionality under the Hardware Control App shall be governed by the Hardware Control EULA and not this Agreement.

4. Power Supply

4.1. Provider will make power available to and in connection with the Customer Area up to the amount of the Specified Power Draw, subject to Sections 4.5 and 4.6.

4.2. Customer acknowledges that the Specified Power Draw will be allocated to the Customer Area for the power usage of the Customer Equipment, the evaporative cooling of the Customer Area, as well as any other components that may be installed in the Customer Area that require power (i.e., it is allocated to the collective requirements of all components in the Customer Area that draw power).

4.3. Customer acknowledges that Provider may, but is under no obligation to, provide power beyond the Specified Power Draw. Provider has the right to power down Customer Equipment in the event that (i) the power draw of the Customer Area (including the evaporating cooling therefor) is, in the aggregate, reasonably likely to exceed the Specified Power Draw, or (ii) individual Hardware Units are reasonably likely to draw beyond the power usage per unit set forth in Section 1.

4.4. If a Ramp-Up Period is provided in Section 1, then for the applicable periods set forth therein the Specified Power Draw shall be deemed to be replaced with the values of the Temporary Power Draw.

4.5. Customer acknowledges that the power to the Facility is ultimately provided by third parties, whose provision and transmission of power is governed by Applicable Law, including but not limited to rules and regulations promulgated by the Electric Reliability Council of Texas, Inc., and the Public Utility Commission of Texas (collectively, the "**Power Regulations**"). To the extent that the available power to the Facility is reduced pursuant to Power Regulations, and such reductions are not due to the wrongful actions of Provider, Provider may reduce the power available to Customer to an amount that is less than the Specified Power Draw; provided that in such case, Provider shall not treat Customer, in any respect, less favorably than any similarly situated Provider customer. Such reductions shall be considered and included in all respects in connection with any calculation of performance under the Uptime Service Level.

4.6. Customer hereby expressly consents to Provider's participation in any Demand Reduction Benefit

Programs, as determined by Provider in its sole discretion. Customer acknowledges that the requirements of any such Demand Reduction Benefit Program could lead to a complete or partial suspension of the Services; provided, however, that any unavailability of the Services (as contemplated under Section 8) arising out of any such participation is not excused for purposes of calculating Uptime . Provider shall allocate the impact of any Demand Reduction Benefit Program across the customers of the Facility on a pro rata basis, based on their respective Specified Power Draw amounts. Any savings in power costs that may be realized from the Facility's participation in any Demand Reduction Benefit Programs will be considered a rebate subject to the provisions of Section 6.7 of this Agreement.

5. Access to the Facility; Data Center Rules

5.1. Customer Representatives may access the Customer Area of the Facility during Working Hours, in accordance with the Data Center Rules, for the purpose of conducting inspections relating to Customer Equipment. To obtain such access, Customer must deliver prior written notice to Provider in accordance with the Data Center Rules, and in no event later than two (2) Business Days prior to the date of such access. Notwithstanding anything to the contrary, Provider shall have the right to remove any Customer Representative from the Facility premises in Provider's sole discretion, at any time, and without any liability to Customer or any Customer Representative.

5.2. Customer, and the Customer Representatives, shall comply with all Data Center Rules in connection with such access. Customer shall inform each applicable Customer Representative of the Data Center Rules prior to such Customer Representative accessing the Facility. Customer shall be liable for the acts and omissions of all Customer Representatives who access, or attempt to access, the Facility, including for their violation of the Data Center Rules, at least to the same extent as if such acts and omissions were Customer's own.

6. Hosting and Service Charges; Payments; Deposit

6.1. Charges for Hosting Services

The Hosting Fees shall have one component part, defined for purposes of this contractual agreement. Component one of the Hosting Fees shall be the Hosting Services charge, which will be calculated based on the wholesale power cost less the credits issued of the Ercot 4CP/CLR program, based on actual customer usage numbers with no minimum but shall in not case exceed the ceiling of USD $1.705 cents ("$1.705 Upper Bound Limit") for power costs.

6.2. Charges for Additional Services

Related Services and Advance Remote Hands Services shall be charged to Customer at the Service Rates. All Service Rates are exclusive of any value added taxes, sales, use, excise and other similar transactional taxes or duties. Customer will pay the value added tax and such other taxes referenced in the foregoing at the rate and in the manner prescribed by Applicable Law.

Service Rates are expressed in half-hour (0.5h) increments, or as otherwise may be described in this Agreement.

6.3. Deposit

Customer will pay to Provider as security for any obligations of Customer a security deposit (the "**Deposit**") in an amount that is equal to the Deposit Amount.

The Deposit will be paid to Provider on or before the Deposit Amount Due Date and will be returned to Customer within six (6) months following the end of the Term, unless used by Provider to set off claims against Customer.

Customer acknowledges that the Deposit does not need to be segregated from other funds of Provider and that, in particular, Provider is authorized to use the Deposit to make any deposit payments it is required to make with its power provider or other suppliers.

At the time of this agreement, no deposit is anticipated by Customer or Provider. To the extent the Customer makes Provider aware of the need to utilize power/hosting services

6.4. Invoicing; Payments

No later than ten (10) Business Days after the end of each month during the Term, Provider will invoice Customer for any Related Services, plus any applicable taxes.

The Party owing a payment under such invoice will make such payment within ten (10) Business Days from the Invoice date.

If Customer should become delinquent in the payment of any Invoice, Provider shall have the right thereafter to request pre-payments for Service Charges at its reasonable discretion.

All Payments among the Parties will be made in United States Dollars by wire transfer of immediately available funds into the Provider Account or Customer Account, as applicable, unless agreed otherwise by the Parties.

6.5. No Off-Set

Customer shall not set-off any amount owed or alleged to be owed by Provider to Customer against any other payments due to Provider.

6.6. Change of Hosting Charges

In the event of changes in or the establishment of laws, regulations, orders or policies by Governmental Authorities other than a power rate increase to provider, Provider shall have the right to make corresponding increases in the Hosting Rate and the Services Rate, upon written notice and mutual agreement by the Customer. Any such change shall become effective upon the next billing cycle.

6.7. Rebate

If and to the extent the Provider receives a rebate in connection with the participation in a Demand Reduction Benefit Program, such rebate will be passed on to the Customer *pro rata*. Customer acknowledges that such rebates can be paid for periods which are longer than the billing cycles under this Agreement, so that the rebates may be received with significant delay after a suspension of services because of the participation in a Demand Reduction Benefit Program.

7. Suspension of Services

7.1. Provider may suspend the Services, in whole or in part, for any of the following reasons, and in each case to the extent required by or mandated in respect of such underlying reason:

- to conduct Maintenance;

- to prevent, mitigate, or cease damage to Customer Equipment, any portion of the Facility, Provider's systems (including equipment), or the equipment of other Provider customers;
- as required in connection with a Force Majeure Event;
- in response to a request under a Demand Reduction Benefit Program;
- to comply with an order, instruction, or request of any Governmental Authority;
- suspension caused by the acts or omissions of Customer, including as requested by Customer;
- in the event Customer fails to pay Provider any amounts owed and overdue within three (3) Business Days of being notified that such payment is overdue; or
- the occurrence of a Termination Event giving Provider the right to terminate the Agreement.

7.2. Provider shall use commercially reasonable efforts to give prior notice, to the extent possible, to Customer before suspending the Services in whole, other than in situations where the suspension of Services occurs due to Scheduled Maintenance or the acts or omissions of Customer. Provider shall use commercially reasonable efforts to perform all Maintenance as Scheduled Maintenance.

7.3. During any suspension of Services pursuant to this Section, Customer's access through the Hardware Control App will be "read only", which will provide system status and other related information only, and Customer will not have the ability to open Tickets or control the Customer Hardware. In no event shall such inability be deemed to be a breach of this Agreement or of the Hardware Control EULA.

7.4. In the event of any suspension of Services due to a failure by Customer to timely pay any charges in accordance with this Agreement, or the occurrence of a Termination Event for which Customer is the defaulting Party, Customer shall pay to Provider US-$ 35 per Hardware Unit in liquidated damages. The Parties agree that such liquidated damages are not a penalty, are fair and reasonable, and represent a reasonable estimate of loss that may reasonably be anticipated from such failure to pay or such Termination Event.

8. Service Level Agreement

For each month that Provider provides the Hosting Services to Customer, Provider will make commercially reasonable efforts to provide the Hosting Services with an Uptime of at least 97.0% (the "**Uptime Service Level**").

For purposes of the determination of Uptime, the Hosting Services shall be considered to be "available" if power, cooling, and internet connectivity are available to the Customer Area (in accordance with the Data Center Specifications, and subject to the obligations and rights of Provider under this Agreement), independent of Customer's actual ability to operate the Customer Equipment for any particular purpose. Any unavailability caused by (i) Force Majeure Events, (ii) Scheduled Maintenance, (iii) Demand Reduction Benefit Programs, or (iv) other environmental factors (e.g., temperature or humidity), notwithstanding the Facility operating in accordance with the Data Center Specifications, will, in each case, not be considered unavailability for the purposes of calculating Uptime.

Any suspension of Services permitted by Section 7.1, other than any total suspension of the Hosting Services due to (i) Unscheduled Maintenance or (ii) Provider reducing power consumption by the Facility in response to a request under a Demand Reduction Benefit Program, shall not count as unavailability for purposes of calculating Uptime.

If, in any whole month during the Term following the RFU Date, the Uptime Service Level is not met (a "**Service Level Default**"), Provider shall issue a credit (a "**Service Level Credit**") to Customer on

the invoice for Hosting Services for the following month in an amount that is equal to (i) the fees for Hosting Services payable in the month in which such Service Level Default Occurred, *multiplied by* (ii) the difference, measured as a percentage of Uptime, between the Uptime Service Level and the Uptime of the Hosting Services that was actually achieved. By way of example, if in the subject month the actual Uptime of the Hosting Services was 95%, and the fees payable for such Hosting Services in such month was $100,000, the Service Level Credit would be calculated as follows:

The Uptime Service Level was 97.0%

The actual Uptime was 95%

The Service Level Credit is 2.0% of the fees for Hosting Services (97% *minus* 95%)

Service Level Credit = $100,000 *x* 2.0% = **$2,000**

The Service Level Credits shall be Customer's sole and exclusive remedy in connection with the occurrence of any Service Level Default.

9. Customer Responsibilities

9.1. Use of Services

Customer's use of the Hosting Services shall at all times comply with the AUP. For the avoidance of doubt, Customer expressly acknowledge that the Facility has been purpose-built to support the physical requirements of devices that perform Bitcoin mining activities, and that such activities are the sole permitted use of the Hosting Services. CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT PROVIDER SHALL NOT HAVE, AND THAT CUSTOMER HEREBY EXPRESSLY AND KNOWINGLY RELEASES AND WAIVES ANY CLAIMS FOR, ANY LIABILITY ARISING IN CONNECTION WITH CUSTOMER'S MINING ACTIVITIES, AND THAT ALL SUCH ACTIVITIES, INCLUDING BUT NOT LIMITED TO THE CHOICES RELATING TO MINING POOL PARTICIPATION, ARE AT CUSTOMER'S SOLE DISCRETION.

9.2. Customer Equipment.

Customer shall be responsible for providing the Customer Equipment, and for causing it to arrive at Provider's loading dock at the Facility. All costs associated with the foregoing, including but not limited to shipping costs, hardware costs, software license costs, and import duties, shall be borne exclusively by Customer. In the event that Provider agrees to procure any such Customer Equipment on Customer's behalf and for the account of Customer, such procurement shall be governed by a separate written agreement between Customer and Provider.

9.3. Hardware Control Software; Hardware Control App

Customer hereby directs Provider to register each Hardware Unit in the Hardware Control Software and acknowledges that the Service Charges for Related Services and Remote Hands Service are based on the availability of the Hardware Control Software in relation to the Customer Equipment. For purposes of clarity, the Hardware Control Software is for purposes of management convenience only, and notwithstanding any information or analytics that may be or become available therein, at no point shall the Hosting Control Software be the system of record for purposes of determining the power consumption of Hardware Units, individually, or the Customer Equipment, in the aggregate.

9.4. Availability

Customer shall have a Customer Representative available for communication through the Hardware Control App at all times.

9.5. Insurance

Customer shall maintain insurance coverage consistent with prevailing industry practices, but in any event in sufficient coverages and amounts to provide for the complete replacement of the Customer Equipment. Provider represents that adequate insurance shall be in place for all equipment (e.g., substation) owned or leased by the Provider which is needed for the Provider to deliver its contractual services.

9.6. Information; Know Your Customer

Customer will provide Provider with any information required under any laws and regulations or orders by any Governmental Authority, in particular, but not limited to, information required for so-called "know your customer" checks under laws and regulations for the prevention of money laundering and terrorism finance.

9.7. Compliance with Law

Customer is solely responsible for ensuring that its use of the Services and its operations in connection with this Agreement comply with all Applicable Law.

10. Ownership and Intellectual Property

10.1. Customer Equipment

The parties acknowledge and agree that the Customer Equipment is the sole property of the Customer. In no event shall Provider claim ownership of any of the Customer Equipment.

10.2. Ownership of Outcomes and Productivities

The parties acknowledged and agree that any outcomes or productivities, including but not limited to, block chains, hash and digital currencies, generated from the operation of the Customer Equipment are the sole property of the Customer. In no event shall Provider claim any ownership rights or IP-Rights in or to such outcomes or productivities.

10.3. Liens / Encumbrances

Provider shall not sell any mortgage, lien, or any kind of encumbrance on the Customer Equipment, any IP Rights owned by Customer, or any outcomes or productivities owned by Customer.

10.4 Developed IP

Customer owns any Developed IP. "**Developed IP**" means any intellectual property other than Background IP created or discovered by the parties in connection with this Agreement, including without limitation any reports Provider provides to Customer. "**Background IP**" means all intellectual property owned or licensed by a Party before starting services under this Agreement or independent of services under this Agreement. The Developed IP is a work made for hire for the Customer to the extent permitted by applicable law, and Customer retains all IP-rights in the Developed IP. To the extent that Provider or its personnel own any rights in the Developed IP, Provider assigns, or will procure the assignment of, all rights, title, and interest in the Developed IP to Customer. If applicable law prevents future assignments, Provider will assign, or will procure the assignment of, such rights as these are created. If applicable law prevents Provider from transferring ownership of any Developed IP to Customer, Provider grants Customer a perpetual, irrevocable, exclusive, royalty-free, fully-paid, transferable, worldwide license, with the right to sublicense, to: (1) reproduce, prepare derivative works of, distribute, publicly perform, publicly display, and otherwise use such Developed IP; and (2) make, use, sell, offer for sale, import, export any component of, and otherwise

dispose of such Developed IP. This Agreement does not transfer any rights associated with Background IP, which will remain vested with their owners.

10.5 Provider's Indemnity.

Provider will defend Customer and its affiliates, and indemnify them against liabilities in any third-party legal proceeding to the extent arising from an unaffiliated third party's allegation that Customer or its affiliate's use of any Services or any deliverable provided by Provider under this Agreement infringes or misappropriates any third party's IP-Rights.

11. Provider's Warranties

11.1. Warranties by Provider

Provider warrants that the Facility, as of the RFU Date, will meet the Data Center Specifications. Provider also warrants that the Facility has been certified by the Texas Comptroller of Public Accounts as, and is presently publicly registered with the Texas Comptroller as a "Qualifying Data Center" within the meaning of the Texas Tax Code Section 151.359 and the rules promulgated thereunder, and, as such, is entitled to claim an exemption from the Texas state sales tax for qualifying purchases. Provider covenants and agrees that the Facility shall remain certified by and publicly registered with the Texas Comptroller as a "Qualifying Data Center" during and throughout the Initial Term.

Provider warrants that it maintains the adequate level of insurance to cover replacement cost of any and all equipment, services, personnel etc. which is needed to perform the Provider's contractual obligations.

11.2. No implied representations or warranties

OTHER THAN THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN SECTION 11.1 ABOVE, PROVIDER DOES NOT AND CUSTOMER ACKNOWLEDGES THAT PROVIDER DOES NOT GIVE ANY IMPLIED, EXPRESS OR STATUTORY WARRANTIES OR REPRESENTATIONS, INCLUDING ANY WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY OR NON-INFRINGEMENT.

12. Customer's Representations

Customer represents and warrants, as of the date hereof and as of the RFU Date that:

12.1. Capacity

Customer is validly formed as the type of legal entity it purports to be in the jurisdiction of its formation and has the power to enter into this Agreement and perform the transactions contemplated thereunder.

12.2. Customer Equipment

Unless specifically disclosed otherwise, Customer Equipment is owned by Customer and is free of any lien or other interest or encumbrance of any third-party. Customer Equipment, is free of any defects which could cause any harm to the Facility or the systems, including equipment, of Provider or any other customer.

12.3. No judgment or governmental order

There is no judgment, decree or order by any Governmental Authority applicable to Customer,

which limits Customer in pursuing Customer Purpose or otherwise restricts Customer in performing its obligations under this Agreement or the transactions contemplated thereunder.

13. Exclusion and Limitation of Liability

13.1. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, DAMAGE TO CUSTOMER EQUIPMENT, LOSS OF ANY DATA (INCLUDING BITCOINS), REGARDLESS OF THE FORM OF THE ACTION OR THE THEORY OF RECOVERY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER BASED UPON AN ACTION OR CLAIM IN CONTRACT, TORT, WARRANTY, NEGLIGENCE, INTENDED CONDUCT OR OTHERWISE (INCLUDING ANY ACTION OR CLAIM ARISING FROM THE ACTS OR OMISSIONS, NEGLIGENT OR OTHERWISE, OF THE LIABLE PARTY).

13.2. THE TOTAL AGGREGATE LIABILITY OF PROVIDER (FOR ANY AND ALL CLAIMS) FOR DIRECT DAMAGES UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL AMOUNT PAID BY CUSTOMER TO PROVIDER FOR THE SERVICES IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT(S) THAT FIRST GAVE RISE TO A CLAIM.

13.3. Notwithstanding anything in this agreement to the contrary, Provider's liability in connection with this Agreement for or arising from Provider's recklessness, gross negligence, fraud, or wilful misconduct shall be unlimited.

13.4. Notwithstanding anything in this Agreement to the contrary, Customer's liability in connection with this Agreement for or arising from : (i) Customer's recklessness, gross negligence, fraud, or wilful misconduct shall, be unlimited.

14. Force Majeure

A Party shall not be in breach of this Agreement and shall not be liable to the other Party for any loss or other damages suffered by reason of any failure or delay of such Party in the performance of its obligations hereunder due to a Force Majeure Event; provided that under no circumstances will a Force Majeure Event excuse any failure or delay in the performance of a Party's payment obligations hereunder.

If a Party becomes aware of circumstances in which a Force Majeure Event affects or will affect such Party's ability to perform any of its obligations hereunder, it shall notify the other Party in writing as soon as reasonably possible, specifying the nature of the Force Majeure Event and its effect on the performance of such Party's obligations hereunder.

15. Indemnity

Customer shall indemnify and hold harmless Provider, its affiliates, and each of its and their respective officers, stockholders, directors, employees, and agents (collectively, the "**Provider Indemnified Parties**") from and against any and all liabilities, obligations, losses, damages, allegations, claims, demands, suits, actions, deficiencies, penalties, charges, taxes, levies, fines, judgments, settlements, costs, expenses, interest, attorneys' fees and disbursements, and accountants' fees and disbursements (collectively, "**Losses**") or threatened Losses due to third-party claims arising out of or relating to any of the following: (i) Customer's breach of, or non-compliance with, any of its agreements with third parties, the AUP, the Data Center Rules, the Hardware Control EULA, or any of Customer's representations or warranties under this Agreement; (ii) Customer Equipment, including all software and firmware thereon, or Provider's acquisition, provision, or use of Customer Equipment in accordance with this Agreement, except to the extent directly related to the Hardware Control App or Hardware Control Software; (iii) Customer's violation of Applicable

Law; or (iv) Customer's use of the Hosting Services.

Customer's obligations under this Section 15 include claims arising out of the acts or omissions of any Customer representative or Customer's users, any other person to whom Customer has given physical or virtual access to the Customer Equipment, and any person who gains access to the Customer Equipment or any of Provider's systems or Provider's other customers as a result of Customer's failure to use reasonable security precautions, even if the acts or omissions of such persons were not authorized by Customer.

If Provider receives notice of a claim that is covered by this Section 16, Provider shall promptly give Customer written notice thereof. Provider shall be allowed to conduct the defense of such claim at any time, including choosing legal counsel to defend such claim, provided that such choice is reasonable and is communicated to Customer in writing. Customer shall comply with Provider's reasonable requests for assistance and cooperation in the defense of such claim. Provider shall not settle the claim without Customer's written consent, which may not be unreasonably withheld, delayed or conditioned. Customer shall pay costs and expenses due under this Section 15 as Provider incurs them. There shall be no express or implied requirement of a judgment, final judgment on the merits, or other event occurring prior to Customer paying Provider such costs and expenses as Provider incurs them.

In the event Provider notifies Customer in writing that Provider does not desire to defend, or to continue to defend, such claim, Customer shall defend such claim using legal counsel of Customer's choice, provided that such choice is reasonable and is communicated to Provider in writing. Customer shall not settle the claim without Provider's written consent.

IT IS THE INTENTION OF THE PARTIES THAT CUSTOMER PROVIDE INDEMNIFICATION RIGHTS TO A PROVIDER INDEMNIFIED PARTY IN ACCORDANCE WITH THE PROVISIONS OF THIS AGREEMENT EVEN FOR THE CONSEQUENCES OF THE INDEMNIFIED PARTY'S OWN NEGLIGENCE.

16. Term

The term of this Agreement will commence on the Effective Date and will continue until the expiration or termination of this Agreement in accordance with its terms (the "**Term**"). The Term may include, as applicable, the period between the Effective Date and the RFU Date, the Initial Term, and any Renewal Terms.

The Initial Term will commence on the RFU Date and will continue for the length of time indicated in the Key Terms. Neither Party shall have the right to terminate this Agreement prior to the end of the Initial Term; provided that each Party may terminate this Agreement for cause due to the occurrence of an applicable Termination Event.

If neither Party delivers Notice to the other Party at least three (3) months prior to the end of the Initial Term or then-current Renewal Term, then the Term shall be extended automatically for another twelve (12) months (each such twelve (12)-month period, a "**Renewal Term**").

Notwithstanding the foregoing or anything to the contrary, in no event shall the Term extend beyond the term of Provider's lease to the Facility. Upon the expiration or termination of such lease, the Term, if still in effect, shall be automatically terminated. To the extent applicable, Provider shall provide Customer with Notice of such expiration or termination, and of the resulting termination of this Agreement (i) at least three (3) months prior to such termination of this Agreement or (ii) as soon as practicable after Provider becomes aware of such termination of this Agreement, whichever is later.

17. Termination; Removal of Customer Equipment

17.1. Termination Events

Other than at the end of the Term, the non-breaching Party may terminate this Agreement upon the occurrence of one of the following events (each a "**Termination Event**"), as may be applicable to such non-breaching Party:

17.1.1. Payment Default

If a Party fails to make a payment to the other Party owed under this Agreement when due, unless such default is remedied within three (3) Business Days following the breaching Party's receipt of notice by the non-breaching Party of such failure.

17.1.2. Insolvency

If a Party is unable to pay its financial obligations when due, becomes subject to insolvency proceedings, applies for or institutes insolvency proceedings or offers or makes an arrangement with its creditors generally, or if a third-party applies for insolvency proceedings against such Party and such proceedings are not stayed or discharged within thirty (30) days, unless such proceeding is dismissed due to insufficiency of assets.

17.1.3. Material Breach

If a Party fails to perform or otherwise breaches a material obligation under this Agreement and such breach is either not susceptible to being cured or is not being cured within ten (10) Business Days after the breaching Party becomes aware of such breach. The Parties agree that any Force Majeure Event can never result in a material breach.

17.1.4. Service Level Defaults

If Provider suffers Service Level Defaults in three (3) consecutive months, in respect of which the Uptime during each such month was less than 80%.

17.2. Termination

Upon the occurrence of a Termination Event, the Party not having given rise to such Termination Event (the "**Non-Defaulting Party**") may terminate this Agreement with immediate effect as of the date set forth in a written notice thereof provided to the Defaulting Party.

17.3. Deinstallation and Removal of Customer Equipment

Customer (i) acknowledges that all Customer Equipment must be dismantled and removed from the Facility by the Termination Date and (ii) shall deliver to Provider (x) written shipping instructions for the Customer Equipment, (y) packaging materials suitable for the Customer Equipment, and (z) standard containers in which packaged Customer Equipment can be stored until it is shipped, in each case, in accordance with the following:

Within five (5) Business Days from receiving a Notice of termination from Customer, or having issued a notice of termination to Customer, Provider shall provide Customer with a written estimate of the number of days required for Provider to deinstall and package the Customer Equipment for shipment to Customer, and of the date on which such work is expected to begin (the "**Deinstallation Commencement Date**"). Provider shall use commercially reasonable efforts to begin such work on or around the Deinstallation Commencement Date, and in any event within a reasonable number of days from the Termination Date. In no event shall Provider begin deinstallation of the Customer Equipment prior to the Deinstallation Commencement Date. The period between the Deinstallation

Commencement Date and the Termination Date is herein referred to as the "**Phase-out Period**."

During the Phase-Out Period Provider will deinstall the Customer Equipment, package it in Customer-provided packaging materials, and ship it to Customer in accordance with Customer's shipping instructions, all of which shall be at Customer's expense (at the Service Rates for Provider's work, and at the actual cost for all third party costs such as shipping). For the avoidance of doubt, all deinstallation must be performed by Provider, and Customer shall have no right to deinstall or remove Customer Equipment from the Facility.

During the Phase-out Period the Specified Power Draw will be adjusted downward on a straight-line basis, based on the assumption that an equal number of Hardware Units will be deinstalled on each Working Day during the Phase-out Period.

In the event Customer does not deliver the shipping instructions, packaging materials and containers to Provider in accordance with this Section 17.3, the deinstallation and removal of the Customer Equipment may be delayed beyond the Termination Date. To the extent such a delay occurs, all Hosting Charges shall be due and owing until such time as all Customer Equipment is deinstalled and removed from the Facility (for which Customer's provision of such instructions, materials and containers is a condition precedent). Provider will use commercially reasonable efforts to deinstall, remove and pack the Customer Equipment without damage; provided, however, that CUSTOMER HEREBY AGREES THAT EXCEPT FOR CLAIMS BASED ON PROVIDER'S RECKLESSNESS, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PROVIDER SHALL HAVE NO LIABILITY OF ANY KIND FOR, AND DOES HEREBY WAIVE AND RELEASE ANY CLAIM IN CONNECTION WITH, ANY DAMAGE TO ANY HARDWARE UNIT, ANY SOFTWARE INSTALLED THEREON, AND ANY RIGHT TO MANUFACTURER WARRANTY SERVICE RELATING THERETO, ARISING OUT OF OR RESULTING FROM PROVIDER'S DEINSTALLATION, PACKAGING, AND SHIPMENT OF THE CUSTOMER EQUIPMENT.

At the request of the Customer, the Provider can dispose of the Customer Equipment for a fixed charge (the "**Disposal Charge**"). The Customer acknowledges that such Disposal Charge is dependent on environmental and other regulations applicable during the Phase-out Period. The Provider will inform the Customer of the Disposal Charge upon request after a Notice of termination has been issued under this Agreement.

18. Confidentiality

18.1. The Parties agree that Confidential Information shall be used solely for the purpose for which it was furnished in connection with the performance of this Agreement and that they shall each hold confidential all Confidential Information and not disclose it to any third-parties, except that the Parties may disclose Confidential Information to their affiliates, to their auditors and legal advisors and to such Customer Representatives who need access to Confidential Information to perform their duties in connection with this Agreement. At the expiration of the Term, the Parties shall return any Confidential Information to the disclosing party or destroy such Confidential Information.

18.2. Any disclosure of Confidential Information permitted by Section 18.1 shall only be to the extent that any person who Confidential Information is provided to needs to know the same for the performance of their duties, and shall only be under the condition that such person acknowledges and agrees to be bound by, the confidentiality obligation under this Section.

18.3. The restrictions set out in Sections 18.1 and 18.2 above shall not apply to Confidential Information that:

18.3.1. was previously known to the receiving Party, independent from any disclosure under or in connection with this Agreement and free from any obligation to keep confidential;

18.3.2. is or becomes generally available to the public other than as a (direct or indirect) result of any unauthorised disclosure by the receiving Party or its representatives;

18.3.3. is shown to have been independently developed by the receiving Party;

18.3.4. the Parties agree in writing need not be kept confidential;

18.3.5. is required to be disclosed by law or regulation or by an order of any Governmental Authority.

In the case of Section [18.3.4 and] 18.3.5, the receiving Party shall, to the extent legally and practically possible, inform the disclosing Party of the information to be disclosed and the timing and circumstances of such disclosure, providing the disclosing Party with an opportunity to avoid and limit any such disclosure.

19. Notices

Any Party can give notice under this Agreement (each a "**Notice**") by sending an email or by mailing a physical writing by FedEx Priority Overnight or registered mail, return receipt requested, to the applicable email or mailing address listed below; provided that any Termination Notice, and any notice for breach, indemnification, or other legal matter, shall be given by mailing a physical writing by FedEx Priority Overnight or registered mail, return receipt requested, to the applicable mailing address listed below, sending an electronic copy of said physical writing via email to the applicable email address listed below.

To Provider:

Address:	Whinstone US Corporation 2721 Charles Martin Hall Road Rockdale, Texas 76567, USA
email:	c.harris@whinstone.us
Attention:	Chad Everett Harris

To Customer:

Address:	Rhodium JV LLC 7546 Pebble Drive Fort Worth, Texas 76118
email:	[email address]
Attention:	[representative]

Notices by email are deemed received as of the time sent, and notices by mail (and all notices required to be by mail) are deemed received as of the time delivered. If such time does not fall within a Business Day, as of the beginning of the first Business Day following the such time. For purposes of counting days for notice periods, the Business Day on which the notice is deemed received counts as the first day. Notices shall be given in the English language.

Either Party may change its notice addresses for future Notices by providing the other Party with Notice of such change.

20. Assignment; Subcontracting

This Agreement shall be binding upon, and shall inure to the benefit of, the permitted successors

and assigns of each Party hereto. Neither Party may assign this Agreement, in whole or in part, without the prior written consent of the other Party, except that either Party may assign this Agreement, in whole or in part, to an affiliate or successor or wholly-owned subsidiary of such Party as part of a corporate reorganization or a sale of some or all of its business; provided that the assigning Party notifies the other Party of such assignment in writing.

Provider may use subcontractors or affiliates to perform some or all of its obligations under this Agreement; provided that Provider shall remain responsible under this Agreement for work performed by its subcontractors and affiliates to the same extent as if Provider had performed such work itself.

21. Right of Publicity; Use of Marks

Customer agrees that Provider may publicly disclose that it is providing Services to Customer and may use Customer's name and logo to identify Customer in promotional materials, including press releases. Customer may not issue any press release or publicity regarding the Agreement, use the Provider name or logo, or any other trademarks, service marks, or other identifying indicia, or publicly disclose that it is using the Services without first obtaining Provider's prior written approval of each such disclosure.

22. Governing Law; Arbitration

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES. THE AGREEMENT SHALL NOT BE GOVERNED BY THE UNITED NATIONS CONVENTION ON THE INTERNATIONAL SALE OF GOODS. ALL DISPUTES HEREUNDER, WHETHER BASED IN STATUTORY, CONTRACT OR TORT CLAIMS, SHALL BE SUBMITTED TO BINDING ARBITRATION. THE ARBITRATION SHALL BE CONDUCTED IN MILAM COUNTY, TEXAS, AND SHALL BE CONDUCTED IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION (THE "**AAA**") IN EFFECT AT SUCH TIME. THE ARBITRATION SHALL BE CONDUCTED BY ONE ARBITRATOR APPOINTED BY THE AAA, AND WHO IS SELECTED PURSUANT TO THE APPLICABLE RULES OF THE AAA. THE ARBITRATOR SHALL ISSUE A DECISION WITH FINDINGS OF FACT AND CONCLUSIONS OF LAW, AND ANY JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING APPROPRIATE JURISDICTION. EITHER PARTY MAY BRING AN ACTION IN ANY COURT OF COMPETENT JURISDICTION TO COMPEL SUCH ARBITRATION, OR TO ENFORCE A PROPERLY ENTERED ARBITRATION AWARD.

NO CLAIM MAY BE BROUGHT AS A CLASS OR COLLECTIVE ACTION. CUSTOMER SHALL NOT ASSERT SUCH A CLAIM AS A MEMBER OF A CLASS OR COLLECTIVE ACTION THAT IS BROUGHT BY ANOTHER CLAIMANT. EACH PARTY AGREES THAT IT SHALL NOT BRING A CLAIM UNDER THE AGREEMENT MORE THAN TWO (2) YEARS AFTER THE TIME THAT THE CLAIM ACCRUED.

23. Miscellaneous

23.1. Survival

The following provisions shall survive termination or expiration of this Agreement: Confidential Information, Indemnification, Limitation on Damages, Notice, Governing Law / Arbitration, Miscellaneous, all provisions requiring Customer to pay any amounts (i) owed for Services provided under this Agreement prior to the Termination Date or otherwise (ii) otherwise owed by Customer hereunder, and any other provisions of this Agreement that, by their nature, would continue beyond

termination or expiration of this Agreement.

23.2. No Lease

This Agreement does not create any real property interest for Customer in the Customer Area or the Facility, and Customer shall not, shall not attempt to, and shall not encourage any third party to file or otherwise create any liens or other property interest or liability on the Facility or any portion thereof.

23.3. Independent Contractor

Each Party is an independent contractor to the other Party in connection with this Agreement, and personnel used or supplied by a Party in the performance of this Agreement shall be and remain employees or agents of such Party and under no circumstances shall be considered employees or agents of the other Party. Each Party shall have the sole responsibility for supervision and control of its personnel. Except with to the extent Provider purchases Hardware Units on Customer's behalf in accordance with this Agreement, Neither Party is an agent for the other Party, and neither Party has the right to bind the other Party in connection with any agreement with a third party.

23.4. No Third Party Beneficiaries

This Agreement is for the sole and exclusive benefit of the Parties hereto and their respective permitted successors and assigns. Nothing herein, express or implied, shall confer, or shall be construed to confer, any rights or benefits in or to any other person.

23.5. Remedies

The rights and remedies of either Party under this Agreement shall be cumulative and not exclusive or alternative.

23.6. Waiver

No failure or delay by either Party in requiring strict performance of any provision of this Agreement, no previous waiver or forbearance of the provisions of this Agreement by either Party, and no course of dealing between the Parties will in any way be construed as a waiver or continuing waiver of any provision of this Agreement.

23.7. Severability

In the event any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such provision will be enforced to the maximum extent possible under law and will, to the extent possible, be replaced by such enforceable provision most closely mirroring the Parties' intentions. All other provisions of this Agreement will remain unaffected by such invalidity or unenforceability and will remain in full force and effect. The Parties acknowledge and agree that the pricing and other terms in this Agreement reflect, and are based upon, the intended allocation of risk between the Parties and form an essential part of this Agreement.

23.8. Conflict

To the extent there is a conflict between or among the terms of this Agreement, the AUP, the Data Center Rules, and the Hardware Control EULA, the following shall be the order of precedence: (i) AUP; (ii) Hardware Control EULA; (iii) Agreement; (iv) Data Center Rules.

23.9. Interpretation

The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any Party. The words "include," "includes," and "including" (or similar terms) shall be deemed to be followed by the words "without limitation." The captions, titles, and section headings are for convenience only and are not intended to aid or otherwise affect the interpretation of this Agreement. The words "written" or "in writing" are used for emphasis in certain circumstances and shall not reduce or eliminate the notice requirements set forth in this Agreement. The use of a term defined herein in its plural form includes the singular and vice versa. The terms defined herein shall be inclusive of all tenses. All references to "days" shall be deemed to refer to calendar days, except as expressly stated otherwise.

23.10. Entire Agreement; Amendment

This Agreement is the only agreement between the Parties relating to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, and negotiations, whether written or oral, between the Parties relating to such subject matter. Unless otherwise expressly permitted in this Agreement, no modification, amendment, or waiver of this Agreement is effective or binding unless made in a writing that references this Agreement and is signed by both Parties.

The Key Terms and Services may be amended to modify, add, or remove Key Terms and Services by a writing that references this Agreement and that is signed by both Parties. In no event will the terms of Customer's purchase order or business form, or other standard or pre-printed terms that Customer provides, be of any force or effect as between the Parties.

23.11. Counterparts

This Agreement and each exhibit or attachment hereto may be executed in counterparts, each of which shall constitute an original but all of which together shall constitute one and the same instrument, and if so executed in counterparts shall be enforceable and effective upon the exchange of executed counterparts or the exchange electronic transmissions of executed counterparts.

[Signature Page FollowRockdale, November 2, 2020

CHAD HARRIS (Nov 3, 2020 14:17 CST)

[Provider]

Director

Cameron Blackmon (Nov 3, 2020 14:13 CST)

[customer name]
by: JORDAN HPC LLC

Cameron Blackmon (Nov 3, 2020 14:13 CST)

Cameron Blackmon

Annex 1

Service Rates

See attached.

clean - Whinstone-Jordan HPC LLC ---- operating hosting

Final Audit Report 2020-11-03

Created:	2020-11-03
By:	Cameron Blackmon (cameronblackmon@rhodiummining.io)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMsbUj8QxrH0Epd155eScshWAYrTPPsoi

"clean - Whinstone-Jordan HPC LLC ---- operating hosting" History

Document created by Cameron Blackmon (cameronblackmon@rhodiummining.io)
2020-11-03 - 7:13:22 PM GMT- IP address: 107.194.108.213

Document emailed to Cameron Blackmon (cameronblackmon@imperiumpartners.io) for signature
2020-11-03 - 8:08:19 PM GMT

Email viewed by Cameron Blackmon (cameronblackmon@imperiumpartners.io)
2020-11-03 - 8:11:15 PM GMT- IP address: 107.194.108.213

Document e-signed by Cameron Blackmon (cameronblackmon@imperiumpartners.io)
Signature Date: 2020-11-03 - 8:13:33 PM GMT - Time Source: server- IP address: 107.194.108.213

Document emailed to CHAD HARRIS (c.harris@whinstone.us) for signature
2020-11-03 - 8:13:34 PM GMT

Email viewed by CHAD HARRIS (c.harris@whinstone.us)
2020-11-03 - 8:16:44 PM GMT- IP address: 107.77.198.66

Document e-signed by CHAD HARRIS (c.harris@whinstone.us)
Signature Date: 2020-11-03 - 8:17:16 PM GMT - Time Source: server- IP address: 107.77.198.66

Agreement completed.
2020-11-03 - 8:17:16 PM GMT

Adobe Sign

EXHIBIT E

Hosting Agreement

This Hosting Agreement (this "**Agreement**") is made as of **December 31, 2020** (the "**Effective Date**") between **Whinstone US, Inc.**, a corporation organized and existing under the laws of the state of Delaware, having its principal office at 2721 Charles Martin Hall Road, Rockdale, Texas 76567, USA ("**Provider**"), and **AIR HPC LLC** , a limited liability company organized and existing under the laws of Delaware, having its principal office at 7546 Pebble Drive, Fort Worth, Texas 76118 ("**Customer**"). Provider and Customer are hereinafter together referred to as the "**Parties**" and each as a "**Party**."

WHEREAS, Provider operates a hosting data center facility the primary business purposes of which is to make the facilities (e.g., power, cooling, and Internet connectivity) necessary to support high volumes of cryptocurrency mining devices available to customers that have, or desire to obtain, such devices, and are seeking an off-premises location to store and operate such devices;

WHEREAS, Customer currently owns or desires to procure dedicated Bitcoin mining devices, and desires to install such devices in a facility at which Customer may manage and operate such devices remotely;

WHEREAS, Provider is willing to provide such hosting services to Customer, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises in this Agreement, the Parties agree as follows:

1. Key Terms

1.1. The table below sets forth a summary of the principal terms of the hosting arrangement under this Agreement (the "**Key Terms**"). Each of the terms in the leftmost column of this table will have the meaning set forth in the respective row(s) in the column(s) to the right.

Target Ready-for-Use Date	December 31, 2020	
Initial Term Length	120 months	
Customer Equipment	(To be specified in writing by Customer and document here)	
	Unit type:	_____
	Number of units:	_____
	Hash rate per unit:*	_____ TH/s
	Power usage per unit*:	_____ W/GH
	Hardware Unit	
	Unit type:	_____
	Number of units:	_____
	Hash rate per unit:	_____ TH/s
	Power usage per unit:	_____ W/GH
Specified Power Draw	Up to 25 MW	
Hosting Fees	As defined in Section 6.1 of this Agreement	
Provider Account	_____	
Customer Account	_____	

*The "hash rate per unit" and "power usage per unit" values (i) are estimates included for reference purposes only, (ii) do not constitute a service level, guarantee, or other obligation of Provider, (iii) may vary significantly from time to time and from the estimated values, and (iv) have no impact on pricing or amounts owed under the Agreement.

2. Definitions

2.1. Defined Terms

The terms listed below, when used in this Agreement, shall have the following meaning

"**Advanced Remote Hands Service**" is defined in Section 3.4.

"**Applicable Law**" means, as in effect from time to time, any law, rule, regulation, declaration, decree, directive, statute or other enactment, order, mandate or resolution, interpretation, writ, judgment, injunction, license, or permit, issued or enacted by any Governmental Authority, which is applicable to a Party under this Agreement, including securities laws, tax laws, tariff and trade laws, and data laws.

"**AUP**" or "**Acceptable Usage Policy**" means Provider's then-current acceptable use policy, which may be referenced at www.whinstone.us.

"**Basic Remote Hands Service**" is defined in Section 3.3.

"**Building Unit**" means each separate building within the Facility.

"**Business Day**" means a day which is not a Saturday, Sunday or a public holiday in Texas.

"**Confidential Information**" means the terms of this Agreement and all information whether in written or any other form which has been or may be disclosed in the course of the discussions leading up to the entering into or performance of this Agreement and which is identified as confidential or is clearly by its nature confidential including information relating to this Agreement or the Services, data used or generated in the provision of the Services, or any of Customer's products, operations, processes, plans or intentions, know-how, trade secrets, market opportunities, customers and business affairs.

"**Connection**" means the connection between Customer Equipment and the internet.

"**Customer**" is defined in the preamble to this Agreement.

"**Customer Area**" means the part of the Facility that is designated for the installation of the Customer Equipment.

"**Customer Equipment**" means the hardware equipment (including required PDUs) that is provided by Customer and installed in the Customer Area, including all software and firmware on such equipment other than any software and firmware owned or licensed by Provider.

"**Customer Representative**" means any officer, employee, agent, sub-contractor or other person identified by Customer as acting on Customer's behalf.

"**Data Center Rules**" means the then-current rules and procedures relating to physical access to the Facility.

"**Data Center Specifications**" is defined in Section 3.1.

"**Defaulting Party**" is defined in Section 17.1.

"**Deinstallation Commencement Date**" is defined in Section 17.3.

"**Demand Reduction Benefit Program**" means any scheme initiated by a power supplier, power network supplier or other third party in the power market area managed by the Electric Reliability Council of Texas, under which power consumers receive a benefit in connection with any limitation on their power demand during times of peak power usage.

"**Deposit**" is defined in Section 6.3.

"**Disposal Charge**" is defined in Section 17.3.

"**Engineering Services**" means services relating to Facilities engineering in connection with Customer's increase in power consumption requirements and the related increases in Customer Equipment associated therewith.

"**Facility**" means the data center operated by Provider at 2721 Charles Martin Hall Road, Rockdale, Texas 76567.

"**Force Majeure Event**" means any event beyond the reasonable control of a Party, including, without limitation, war, civil war, armed conflict or acts of terrorism or a public enemy or other catastrophes, riot, civil commotion, malicious damage, compliance with any law, regulation, rule, or any act, order, direction, or ruling of a Governmental Authority coming into force after the date of this Agreement, tornado, hurricane, severe storms, earthquake, lightning, fire, flood or other natural or environmental disaster, temperature and humidity above the cooling capabilities of the Facility, epidemic, quarantine, pressure waves caused by devices traveling at supersonic speeds, nuclear accident, acts of God, failure of a part of the power grid or related substationfailure of the Internet, failure or delay in the performance of Provider's third-party suppliers or of other third-party suppliers, including the supplier under the Power Supply Contract, and strikes, slowdowns, lockouts or other labor stoppages.

"**Governmental Authority**" means any domestic or foreign, supra-national, national, state, county, municipal, local, territorial or other government or bureau, court, commission, board, authority, taxing

authority, agency (public or otherwise), or governmental entity or quasi-governmental entity (including any subdivision thereof), in each case anywhere in the world, having competent jurisdiction over a Party.

"**Hardware Control App**" means the application that is made available by Provider to permit Customer to manage the Customer Equipment.

"**Hardware Control Software**" means the software which enables management of the Customer Equipment by Customer and Provider via the Hardware Control App.

"**Hardware Control EULA**" is defined in Section 3.2.

"**Hardware Unit**" means each individual unit of Customer Equipment bearing a separate identification code.

"**Harmful Code**" means any software, hardware or other technologies, devices, or means, the purpose or effect of which is to permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner, (i) any computer, software, firmware, hardware, system (including equipment) or network, (ii) the Facility or portion thereof or (iii) any application or function of any of the foregoing or the integrity, use, or operation of any data processed thereby, and, in each case, includes any virus, malware, bug, Trojan horse, worm, backdoor, or other malicious computer code and any time bomb or drop-dead device.

"**Hosting Services**" is defined in Section 3.1.

"**Maintenance**" means any activity performed by Provider in order to maintain, upgrade or improve the Services, including any modification, change, addition, or replacement of any Provider hardware, or any part of, or machinery or other components of, the Facility.

"**Minimum Hosting Charge**" is defined in Section 6.1.

"**Mining Pool**" means the group of Bitcoin miners to which Customer determines to contribute the processing power of any particular piece of Customer Equipment in order to collaborate in finding new Bitcoin blocks.

"**Non-Defaulting Party**" is defined in Section 17.2.

"**Notice**" is defined in Section 19.

"**Parties**" is defined in the preamble to this Agreement.

"**PDU**" means power distribution unit.

"**Phase-out Period**" is defined in Section 17.3.

"**power**" means electric power.

"**Power Firmware**" means firmware that is made available by a third party, and that may be required in order to enable certain advanced power management functions. In all cases, the Power Firmware is licensed by the third party to Customer and is installed on the Customer Equipment by Provider only at the express direction of Customer.

"**Power Supply Contract**" means Provider's agreements with third parties related to the provision of power to the Facility.

"**Provider**" is defined in the preamble to this Agreement.

"**Racks**" means the racks provided by Provider and configured for installation of the particular Customer Equipment.

"**Related Services**" is defined in Section 3.2.

"**Remote Hands Service**" is defined in Section 3.5.

"**RFU Date**" or "**Ready-for-Use Date**" means December 31, 2020.

"**Scheduled Maintenance**" means any Maintenance activities for which Provider notified Customer

at least 3 days in advance, which notice may be given by publication on the Hardware Control App.

"**Service Rates**" means Provider's then-current rates for Related Services and Advanced Remote Hands Services, as set forth in Annex 1.

"**Service Charges**" means amounts owed by Customer in connection with the Services.

"**Service Level Default**" is defined in Section 8.

"**Service Level Credit**" is defined in Section 8.

"**Services**" is defined in Section 3.2.

"**Specified Power Draw**" means the amount of power that is to be made available to Customer as part of the Hosting Services, as the same may be increased as provided in Sections 3.6 and 6.2.

"**Term**" is defined in Section 16.

"**Termination Date**" means the date this Agreement terminates or expires.

"**Termination Event**" is defined in Section 17.1.

"**Ticket**" means an electronic request for service generated in the Hardware Control App.

"**Unscheduled Maintenance**" means Maintenance that is not Scheduled Maintenance.

"**Uptime**" means the amount of time in the applicable month that the Hosting Services are available to Customer, as determined in accordance with Section 8.

"**Uptime Service Level**" is defined in Section 8.

"**Working Hours**" means the hours from 8:00 a.m. to 5:00 p.m., Central Time, on a Business Day.

3. Provider's Services

3.1. Facility

All Services are provided within the Facility, which is designed to meet the following specifications (the "**Data Center Specifications**"):

- power supply up to the Specified Power Draw;

transforming equipment;

-

- evaporative cooling;
- limited air filtration; and
- internet connectivity.

it being understood that each of the foregoing is made available to the Customer Area on a shared, non-exclusive and non-redundant basis.

Within the Facility, Provider does not guaranty that the Customer Area will be contiguous. The Customer Area may spread over several Building Units, and is not physically separated from areas in the Facility in which the equipment of other customers is hosted. Provider has the right to change the location of the Customer Area within the Facility and to relocate Customer Equipment, subject to the maintenance and service level obligations set forth in this Agreement.

3.2. Services

Provider shall provide Customer with the Hosting Services and the Related Services (together the "**Services**") during the Term.

The "**Hosting Services**" consist of:

- providing the Customer Area in accordance with the Data Center Specifications;
- providing Racks in the Customer Area;
- hosting the provided Customer Equipment in the Racks;
- hosting the Customer-provided PDUs installed in the Racks, as may be required by the particular Customer Equipment;
- making available the Hardware Control Software and Hardware Control App (it being understood that these components are subject to a separate license agreement (the "**Hardware Control EULA**"), but for which no separate license fee is payable);
- monitoring the fire detection and alarm system provided by Customer
- providing monthly reports to the Customer that will contain a summary of monthly power draw in the Customer Area as measured from power consumption meters; and
- providing basic physical security and physical access control for the Facility.

The "**Related Services**" consist of

- installation of Customer Equipment (as more particularly described in Section 3.3);
- the Basic Remote Hands Service (as more particularly described in Section 3.4); and
- deinstallation of Customer Equipment.

For the avoidance of doubt, the Related Services are not optional, and the Customer's receipt of and payment for the Related Services is a requirement for hosting the Customer Equipment in the Facility.

3.3. Installation

Customer agrees to pay hourly for installation services as defined in Annex 1 and includes, as it relates to the Customer Equipment, PDUs, and any other Customer-provided materials (e.g., the fire detection and alarm system, specific air filtration equipment, single phase liquid cooling units, etc.):

- unpacking;
- labelling;
- positioning in the Racks;
- installation and management of cables (power and LAN connection);
- inventorization and inventory management;
- installation of the Hardware Control Software and Power Firmware, if applicable;
- initial setting;
- disposal of packing materials; and
- installation of any Customer-provided fencing or other physical security devices that are agreed by the Parties

Installation does not include the provision or installation of any software other than the Hardware Control Software. In certain cases, a particular Hardware Unit may require an update to its firmware (as determined and designated by the manufacturer thereof). In such case, Provider will apply such firmware update in accordance with the instructions provided by such manufacturer. CUSTOMER HEREBY AGREES THAT PROVIDER SHALL HAVE NO LIABILITY OF ANY KIND FOR, AND DOES HEREBY WAIVE AND RELEASE ANY CLAIM IN CONNECTION WITH, ANY DAMAGE TO ANY

HARDWARE UNIT, ANY SOFTWARE OR FIRMWARE INSTALLED THEREON, OR ANY MANUFACTURER WARRANTY RIGHTS RELATING THERETO (INCLUDING ANY VOIDED WARRANTIES) ARISING OUT OF OR RESULTING FROM THE APPLICATION OF ANY SUCH MANUFACTURER-PROVIDED FIRMWARE UPDATE OR THE POWER FIRMWARE. IT IS THE EXPRESS INTENT OF THE PARTIES THAT THE FOREGOING APPLY EVEN IN RESPECT OF PROVIDER'S NEGLIGENCE.

The installation of any individual Hardware Unit is deemed completed when such Hardware Unit connects and sends computations to the Customer-designated Mining Pool. If Customer has not designated a Mining Pool, installation will be deemed complete when the applicable Hardware Unit powers up without fault (it being understood that in no event will Provider be required or requested to select a Mining Pool on Customer's behalf). In the case of faulty Hardware Units, installation is completed when Provider diagnoses the fault and provides a report to Customer.

Except as may otherwise be determined by Provider in its sole discretion, Customer shall not have any rights to install, uninstall, or otherwise physically access any Hardware Units in the Facility.

3.4. Basic Remote Hands Service

The basic Remote Hands Service (the "**Basic Remote Hands Service**") consists of the following tasks, as applicable, which will be performed by Provider based on the specific instructions of Customer with a cost defined in Annex 1 and billed weekly.

- pushing a button;
- switching a toggle;
- turning on/off of Customer Equipment;
- switching back on any breakers that have tripped during the 8am to 8pm CT time period;
- securing cabling connections;
- observing, describing and/or reporting of indicator lights or display information on machines or consoles;
- cable organization;
- modifying basic cable layout, labelling and/or re-labelling of Customer Equipment;
- cable patching;
- checking alarms for faults; and/or
- inserting/removing discs or equivalent storage devices provided by Customer into/from the Customer Equipment (it being understood that Provider shall not be responsible for, or have any obligation to verify, the contents of such devices).

Performance of these services will be available on a 24/7 basis. For the avoidance of doubt, the Basic Remote Hands Service is included as part of the Variable Hosting Rate and will not be subject to separate charges or invoices.

3.5. Advanced Remote Hands Service

The following activities, which require software or hardware changes requested by Customer (the "**Advanced Remote Hands Service**" and, together with the Basic Remote Hands Service, the "**Remote Hands Service**"), may be requested by Customer and provided by Provider on an "as-is" basis, subject to the prior mutual agreement of the Parties with a cost defined in Annex 1 and billed weekly.

- installation of applications or software on Customer Equipment;
- uploading of data to Customer Equipment;

- configuration of Customer Equipment operating system;
- hardware fault diagnosis;
- software fault diagnosis;
- rectification of problems caused by Customer Equipment or software;
- rectification of problems caused by Customer;
- cleaning of Customer Equipment;
- any service requiring the opening of the outer casing of any Customer Equipment; and
- providing support for customer installed IT security for the Facility, including the installation, maintenance and operation of a firewall and implementation and administration of an IT security policy to prevent unauthorized access, viruses, and ransomware; and
- monitoring and performing routine and as-required maintenance of the single phase liquid cooling units provided by Customer;
- managing the Customer-provided air filtration equipment;
- any other activity not expressly listed as a Related Service.

Performance of these services will be available on a 24/7 basis. Any particular Advanced Remote Hands Service that is commissioned by Customer and performed by Provider shall be deemed to be part of the "Services" under this Agreement. Customer hereby acknowledges that Provider makes no warranties of any kind in connection with the provision of the Advanced Remote Hands Services. Any software or firmware installed on any Hardware Unit as part of the Advanced Remote Hands Service must be pre-approved by Provider. Provider will install such software or firmware in accordance with Customer's instructions, and Provider shall have no obligation to install any software or firmware without, or not in accordance with, Customer's instructions. CUSTOMER HEREBY AGREES THAT IN THE ABSENCE OF PROVIDER'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, PROVIDER SHALL HAVE NO LIABILITY OF ANY KIND FOR, AND DOES HEREBY WAIVE AND RELEASE ANY CLAIM IN CONNECTION WITH, ANY DAMAGE TO ANY HARDWARE UNIT, ANY SOFTWARE INSTALLED THEREON, AND ANY RIGHT TO MANUFACTURER WARRANTY SERVICE RELATING THERETO, ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF ADVANCED REMOTE HANDS SERVICES. PROVIDER SHALL HAVE NO LIABILITY OF ANY KIND ARISING OUT OF ANY APPLICATIONS, SOFTWARE, DATA, OR OTHER MATERIALS PROVIDED BY CUSTOMER, AND IT IS THE EXPRESS INTENT OF THE PARTIES THAT THE FOREGOING APPLY EVEN IN RESPECT OF PROVIDER'S NEGLIGENCE.

CUSTOMER HEREBY ACKNOWLEDGES THAT ADVANCED REMOTE HANDS SERIVICE, INCLUDING ANY DISASSEMBLING OR OPENING OF THE OUTER CASING OF ANY CUSTOMER EQUIPMENT AND THE INSTALLATION OF ANY SOFTWARE OR FIRMWARE ON ANY HARDWARE UNIT, MAY VOID SOME OR ALL OF THE MANUFACTURER WARRANTIES RELATING TO SUCH HARDWARE UNIT (INCLUDING ANY SOFTWARE OR FIRMWARE INSTALLED THEREON). CUSTOMER HEREBY AGREES THAT PROVIDER SHALL HAVE NO LIABILITY OF ANY KIND FOR, AND DOES HEREBY WAIVE AND RELEASE ALL CLAIMS IN CONNECTION WITH, ANY SUCH VOIDED MANUFACTUER WARRANTIES ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF ADVANCED REMOTE HANDS SERVICES.

3.6. Engineering Services

The Engineering Services may be requested by Customer and provided by Provider on an "as-is" basis, subject to the prior mutual agreement of the Parties with a cost defined in Section 5. For the avoidance of doubt, Provider shall not be required to perform any Engineering Services unless and until (i) there is a written authorization executed by authorized representatives of each Party that sets forth the scope of the services and the charges to be paid therefor, and (ii) Customer has

executed a written acknowledgement of and express agreement with respect to the increase to the Specified Power Draw that will be applicable for the then-remaining Term and the Deposit that is payable in respect thereof.

3.7. Service Orders

Customer shall place all orders for Remote Hands Service through the Hardware Control App. Such orders are placed by opening a Ticket specifying the relevant Hardware Unit, the requested action, and all other information requested by the Hardware Control App. All such Tickets shall be deemed to be orders for such services, and Customer shall be obligated to pay all fees arising out of Provider's performance thereof.

Under certain circumstances the Hardware Control App has the ability to open Tickets automatically in response to certain performance characteristics and failure modes relating to the Customer Equipment, to the extent that such functionality is enabled by Customer. Any such Tickets that call for Basic Remote Hands Service shall be deemed to have been opened by the Customer, and be conclusive orders for such Basic Remote Hands Service. For the avoidance of doubt, the performance of this functionality under the Hardware Control App shall be governed by the Hardware Control EULA and not this Agreement.

4. Power Supply

4.1. Provider will make power available to and in connection with the Customer Area up to the amount of the then-applicable Specified Power Draw, subject to Sections 4.5 and 4.6.

4.2. Customer acknowledges that the Specified Power Draw will be allocated to the Customer Area for the power usage of the Customer Equipment, the evaporative cooling of the Customer Area, as well as any other components that may be installed in the Customer Area that require power, such as additional cooling, air filtration, and monitoring equipment (i.e., it is allocated to the collective requirements of all components in the Customer Area that draw power).

4.3. Customer acknowledges that Provider may, but is under no obligation to, provide power beyond the Specified Power Draw. Provider has the right to power down Customer Equipment in the event that (i) the power draw of the Customer Area (including the evaporative cooling therefor) is, in the aggregate, reasonably likely to exceed the Specified Power Draw, or (ii) individual Hardware Units are reasonably likely to draw beyond the power usage per unit set forth in Section 1.

4.4. If a Ramp-Up Period is provided in Section 1, then for the applicable periods set forth therein the Specified Power Draw shall be deemed to be replaced with the values of the Temporary Power Draw.

4.5. Customer acknowledges that the power to the Facility is ultimately provided by third parties, whose provision and transmission of power is governed by Applicable Law, including but not limited to rules and regulations promulgated by the Electric Reliability Council of Texas, Inc., and the Public Utility Commission of Texas (collectively, the "**Power Regulations**"). To the extent that the available power to the Facility is reduced pursuant to Power Regulations, and such reductions are not due to the wrongful actions of Provider, Provider may reduce the power available to Customer to an amount that is less than the Specified Power Draw; provided that in such case, Provider shall not treat Customer, in any respect, less favorably than any similarly situated Provider customer. Any such reductions, and any unavailability of the Hosting Services arising out of such reductions, shall not be deemed to be unavailability for purposes of calculating Uptime under the Uptime Service Level.

4.6. Customer hereby expressly consents to Provider's participation in any Demand Reduction Benefit Programs, as determined by Provider in its sole discretion. Customer acknowledges that any such participation may result in partial or complete reduction in power available to Customer from time to time, and that Provider may reduce the power available to Customer to an amount that is less than

the Specified Power Draw. Any such reductions, and any unavailability of the Hosting Services arising out of such reductions, shall not be deemed to be unavailability for purposes of calculating Uptime under the Uptime Service Level.

4.7. Customer acknowledges that Provider's right to participate in any Demand Reduction Benefit Programs, as determined by Provider in its sole discretion, forms an essential basis of the agreements set forth in this Agreement, and that, absent such right, the terms of this Agreement, including the Hosting Charges, would be substantially different.

4.8. Customer hereby expressly consents to the use of the Power Firmware in connection with the foregoing Demand Reduction Benefit Programs.

5. Access to the Facility; Data Center Rules

5.1. Customer Representatives may access the Customer Area of the Facility during Working Hours, in accordance with the Data Center Rules, for equipment inspections, installation, removal, additions, subtractions or physical maintenance or otherwise by prior appointment as mutually agreed. To obtain such access, Customer must provide prior notice to Provider in accordance with the Data Center Rules, and coordinate with Provider so that all such access may be escorted. Notwithstanding anything to the contrary, Provider shall have the right to remove any Customer Representative from the Facility premises in Provider's sole discretion, at any time, and without any liability to Customer or any Customer Representative.

5.2. Customer, and the Customer Representatives, shall comply with all Data Center Rules in connection with such access. Customer shall inform each applicable Customer Representative of the Data Center Rules prior to such Customer Representative accessing the Facility. Customer shall be liable for the acts and omissions of all Customer Representatives who access, or attempt to access, the Facility, including for their violation of the Data Center Rules, at least to the same extent as if such acts and omissions were Customer's own.

6. Hosting and Service Charges; Payments; Deposit

6.1. Charges for Hosting Services

In consideration of Provider's performance of the Hosting Services, Customer shall pay Provider each of the following fees (the "**Hosting Fees**"):

Power Charges

Each month, the *greater of* (i) the Power Charge for the aggregate amount of power actually consumed (expressed in kWh) by all power-consuming devices in the Customer Area, and (ii) the Power Charge for the volume of power represented by the then-current Specified Power Draw (expressed in kWh).

The "Power Charge" in respect of a stated amount of power (expressed in kWh) shall be determined based on a per-kWh cost that is equal to the effective per-kWh cost of power to the Facility as a whole for the subject month (i.e., the Facility's wholesale power cost (including both supply and delivery charges, including any retail adders) *less* any credit amounts actually received by Provider under applicable ERCOT load response programs); provided, however, that in the event that such effective per-kWh cost exceeds $0.01705, the Power Charge shall be determined using $0.01705 as the assumed Facility per-kWh power cost.

The Hosting Services charge is inclusive of any and all value added taxes, sales, use, excise and other similar transactional taxes or duties.

Hosting Share Payment

An amount equal to approximately 50.0% of customer EBITDAmeasured over a calendar-year basis. The precise "50.0% Rev Share Payment" which approximated customer EBITDA is defined in Annex 2.

6.2. Charges for Related Services, Advanced Remote Hands Services, and Engineering Services

Customer shall pay for Engineering Services as the Parties mutually agree, both as to scope thereof and the specific charges to be paid in respect thereof. As of the Effective Date, the Parties believe that such charges are likely to be approximately $160,000-200,000 USD per increase in committed megawatt, or $1.6mm to $2.0mm per 10-megawatt phase. The preliminary planning of the Parties indicates as phased build-out to a total of 130 committed megawatts, as follows:

- Phase 1 Engineering Services for 30 MW -$6,000,000.00
- Phase 2 Engineering Services for 30 MW -$6,000,000.00
- Phase 3 Engineering Services for 30 MW -$6,000,000.00
- Phase 4 Engineering Services for 30 MW -$6,000,000.00
- Phase 5 Engineering Services for 10 MW -$2,000,000.00

The Related Services and Advance Remote Hands Services shall be paid by Customer at the Service Rates, billed in half-hour (0.5h) increments. The Service Rates are exclusive of any value added taxes, sales, use, excise and other similar transactional taxes or duties. Customer will pay the value added tax and such other taxes referenced in the foregoing at the rate and in the manner prescribed by Applicable Law.

6.3. Deposit

Customer will pay to Provider as security for any obligations of Customer one or more security deposits (the "**Deposits**") in amounts that are equal to any deposit amounts or other similar payments providing security for Provider's obligations to the supplier under any Power Supply Contract, to the extent that such payment arises out of the Specified Power Draw or any increases thereto. Provider's obligation to provide the Specified Power Draw shall be excused during any period that Customer is in default of the obligations relating to the payment of Deposits.

Each Deposit will be paid to Provider on or before the date that such amounts are due under the Power Supply Contract and will be returned to Customer within six (6) months following the end of the Term, unless used by Provider to set off claims against Customer.

Customer acknowledges that the Deposits do not need to be segregated from other funds of Provider and that, in particular, Provider is authorized to use the Deposits to make any deposit payments it is required to make with its power provider or other suppliers.

6.4. Invoicing; Payments

Customer shall pay Provider the Hosting Fee relating to Power Charges each month, no later than ten (10) Business Days after the end of such month. Customer shall pay Provider the Hosting Fee relating to the 50.0% Rev Share Payment on a monthly, quarterly, or annually, with such payment interval to be selected by Customer, but provided, however, that in any case, payment shall be made within ninety (90) Business Days following the closing of Customer's books for such period, but in any event no later than one hundred twenty (120) calendar days following the endl of such period.

No later than ten (10) Business Days after the end of each month during the Term, Provider will invoice Customer for any Related Services, Advanced Remote Hands Services, or any Engineering Services, plus any applicable taxes.

Customer shall make such payment within ten (10) Business Days following the date of such invoice.

If Customer should become delinquent in the payment of any invoice, Provider shall have the right thereafter to request pre-payments for Service Charges, charges for Advanced Remote Hands Services, or Engineering Services, at its reasonable discretion.

All Payments among the Parties will be made in United States Dollars by wire transfer of immediately available funds into the Provider Account or Customer Account, as applicable, unless agreed otherwise by the Parties.

6.5. No Off-Set

Customer shall not set-off any amount owed or alleged to be owed by Provider to Customer against any other payments due to Provider.

6.6. Change of Hosting Charges

In the event of changes in or the establishment of laws, regulations, orders or policies by Governmental Authorities, including any adverse change to any Demand Reduction Benefit Program (but excluding a wholesale power price increase to Provider), Provider shall have the right to make corresponding increases in the Hosting Fees and the Services Rate, upon written notice and mutual agreement by the Customer.. Any such change shall become effective upon the next billing cycle.

7. Suspension of Services

7.1. Provider may suspend the Services, in whole or in part, for any of the following reasons, and in each case to the extent required by or mandated in respect of such underlying reason:

- to conduct Maintenance;
- to prevent, mitigate, or cease damage to Customer Equipment, any portion of the Facility, Provider's systems (including equipment), or the equipment of other Provider customers;
- as required in connection with a Force Majeure Event;
- in response to a request under a Demand Reduction Benefit Program;
- to comply with an order, instruction, or request of any Governmental Authority;
- suspension caused by the acts or omissions of Customer, including as requested by Customer;
- in the event Customer fails to pay Provider any amounts owed and overdue within three (3) Business Days of being notified that such payment is overdue; or
- the occurrence of a Termination Event giving Provider the right to terminate the Agreement.

7.2. Provider shall use commercially reasonable efforts to give prior notice, to the extent possible, to Customer before suspending the Services in whole, other than in situations where the suspension of Services occurs due to Scheduled Maintenance or the acts or omissions of Customer. Provider shall use commercially reasonable efforts to perform all Maintenance as Scheduled Maintenance.

7.3. During any suspension of Services pursuant to this Section, Customer's access through the Hardware Control App will be "read only", which will provide system status and other related information only, and Customer will not have the ability to open Tickets or control the Customer

Hardware. In no event shall such inability be deemed to be a breach of this Agreement or of the Hardware Control EULA.

8. Service Level Agreement

For each month that Provider provides the Hosting Services to Customer, Provider will make commercially reasonable efforts to provide the Hosting Services with an Uptime of at least 97.0% (the "**Uptime Service Level**").

For purposes of the determination of Uptime, the Hosting Services shall be considered to be "available" if power, cooling, and internet connectivity are available to the Customer Area (in accordance with the Data Center Specifications, and subject to the obligations and rights of Provider under this Agreement), independent of Customer's actual ability to operate the Customer Equipment for any particular purpose. Any unavailability caused by (i) Force Majeure Events, (ii) Scheduled Maintenance, (iii) Demand Reduction Benefit Programs, or (iv) other environmental factors (e.g., temperature or humidity), notwithstanding the Facility operating in accordance with the Data Center Specifications, will, in each case, not be considered unavailability for the purposes of calculating Uptime.

During any period of unavailability caused by any suspension of Services permitted by Section 6.1, other than any total suspension of the Hosting Services due to Unscheduled Maintenance, the Hosting Services shall be deemed to be available for purposes of calculating Uptime.

Customer's termination right set out in Section 17.1.4 of this Agreement shall be Customer's sole and exclusive remedy in connection with the occurrence of any Uptime Service Level defaults.

9. Customer Responsibilities

9.1. Use of Services

Customer's use of the Hosting Services shall at all times comply with the AUP. For the avoidance of doubt, Customer expressly acknowledge that the Facility has been purpose-built to support the physical requirements of devices that perform Bitcoin mining activities, and that such activities are the sole permitted use of the Hosting Services. CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT PROVIDER SHALL NOT HAVE, AND THAT CUSTOMER HEREBY EXPRESSLY AND KNOWINGLY RELEASES AND WAIVES ANY CLAIMS FOR, ANY LIABILITY ARISING IN CONNECTION WITH CUSTOMER'S MINING ACTIVITIES, AND THAT ALL SUCH ACTIVITIES, INCLUDING BUT NOT LIMITED TO THE CHOICES RELATING TO MINING POOL PARTICIPATION, ARE AT CUSTOMER'S SOLE DISCRETION.

9.2. Designated Mining Pool

It is Customer's responsibility to determine and designate a Mining Pool for each Hardware Unit, and Customer is free to designate any Mining Pool, in its sole discretion. In no event shall Provider be obligated to designate any Mining Pool on Customer's behalf.

If Customer designates a Provider-sponsored private Mining Pool to be the Mining Pool, Customer acknowledges that Provider may receive remuneration in connection with the applicable Hardware Units' contribution to the mining conducted by such Provider-sponsored private Mining Pool.

Customer acknowledges that Provider may choose to operate its own or any other third party's cryptocurrency mining equipment in the Facility at any time during the Term.

9.3. Customer Equipment.

Customer shall be responsible for providing the Customer Equipment, and for causing it to arrive at Provider's loading dock at the Facility. All costs associated with the foregoing, including but not limited to shipping costs, hardware costs, software license costs, and import duties, shall be borne exclusively by Customer. In the event that Provider agrees to procure any such Customer Equipment on Customer's behalf and for the account of Customer, such procurement shall be governed by a separate written agreement between Customer and Provider.

Customer shall further be solely responsible for maintaining the Customer Equipment in operable condition by requesting Advanced Remote Hands Service in accordance with Section 3.7 (*Service Orders*) hereof. Customer acknowledges that Provider will not conduct maintenance of the Customer Equipment, except to the extent Provider agrees to Customers' requests for Advanced Remote Hands Service.

9.4. Hardware Control Software; Hardware Control App; Access

Customer hereby directs Provider to register each Hardware Unit in the Hardware Control Software and acknowledges that the Service Charges for Related Services and Remote Hands Service are based on the availability of the Hardware Control Software in relation to the Customer Equipment. For purposes of clarity, the Hardware Control Software is for purposes of management convenience only, and notwithstanding any information or analytics that may be or become available therein, at no point shall the Hosting Control Software be the system of record for purposes of determining the power consumption of Hardware Units, individually, or the Customer Equipment, in the aggregate. Further, Customer shall at all times maintain the ability to report to Provider through automated means, and for Provider to affirmatively query, in respect of each Hardware Unit (i) the designated Mining Pool, and (ii) the hash rate (current and cumulative over the applicable period) thereof.

9.5. Availability

Customer shall have a Customer Representative available for communication through the Hardware Control App at all times.

9.6. Insurance

Customer shall maintain insurance coverage consistent with prevailing industry practices, but in any event, during the Term of this Agreement, Customer shall insure and keep insured (i) the Customer Equipment against all manner of loss in an amount not less than the replacement cost of the Customer Equipment, including during shipping to or from the Facility and (ii) all Customer Representatives against their acts and omissions, injury, or death in connection with any visits to the Facility or this Agreement. Customer shall maintain such insurance coverage during the Term, but in no event starting later than the first delivery of such Customer Equipment and the first arrival of a Customer Representative at the Facility, respectively. CUSTOMER HEREBY AGREES THAT PROVIDER SHALL HAVE NO LIABILITY OF ANY KIND, AND DOES HEREBY WAIVE AND RELEASE ALL CLAIMS IN CONNECTION WITH THE CUSTOMER EQUIPMENT OR THE CUSTOMER REPRESENTATIVES, IN THE EVENT CUSTOMER DOES NOT OBTAIN SUCH INSURANCE COVERAGE, OR IN THE EVENT SUCH INSURANCE COVERAGE IS INSUFFICIENT TO COVER CUSTOMER'S LOSSES IN CONNECTION WITH THE CUSTOMER EQUIPMENT OR THE CUSTOMER REPRESENTATIVES.

9.7. Information; Know Your Customer

Customer will provide Provider with any information required under any laws and regulations or orders by any Governmental Authority, in particular, but not limited to, information required for so-called "know your customer" checks under laws and regulations for the prevention of money laundering and terrorism finance.

9.8. Compliance with Law

Customer is solely responsible for ensuring that its use of the Services and its operations in connection with this Agreement comply with all Applicable Law.

10. Ownership

10.1. Customer Equipment

The parties acknowledge and agree that the Customer Equipment is the sole property of the Customer. In no event shall Provider claim ownership of any of the Customer Equipment.

10.2. Ownership of Generated Assets

The Parties acknowledge and agree that any generated digital assets, including but not limited to blockchains, hash and digital currencies, generated from the operation of the Customer Equipment, are the sole property of the Customer. The foregoing shall not impair in any way Customer's obligations to pay the Fees hereunder, including the Hosting Fees arising out of Customer EBITDA, or any claims that Provider may make in connection therewith.

10.3. Liens / Encumbrances

Provider shall not sell any mortgage, lien, or any kind of encumbrance on the Customer Equipment,

11. Provider's Warranties

11.1. Capacity

Provider represents and warrants, as of the date hereof and as of the RFU Date that Provider is validly formed as the type of legal entity it purports to be in the jurisdiction of its formation and has the power to enter into this Agreement and perform the transactions contemplated thereunder.

11.2. Disclaimer

PROVIDER DOES NOT AND CUSTOMER ACKNOWLEDGES THAT PROVIDER DOES NOT GIVE ANY IMPLIED, EXPRESS OR STATUTORY WARRANTIES OR REPRESENTATIONS, INCLUDING ANY WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY OR NON-INFRINGEMENT.

12. Customer's Representations

Customer represents and warrants, as of the date hereof and as of the RFU Date that:

12.1. Capacity

Customer is validly formed as the type of legal entity it purports to be in the jurisdiction of its formation and has the power to enter into this Agreement and perform the transactions contemplated thereunder.

12.2. Customer Equipment

Unless specifically disclosed otherwise, Customer Equipment is owned by Customer and is free of any lien or other interest or encumbrance of any third-party. Customer Equipment, is free of any defects or Harmful Code which could cause any harm to the Facility or the systems, including equipment, of Provider or any other customer. The Customer Equipment does not, and its operation does not, infringe (or result from the misappropriation of) any intellectual property right, including any patent, copyright, trademark, trade secret, or other intellectual property right, of a third party.

12.3. No judgment or governmental order

There is no judgment, decree or order by any Governmental Authority applicable to Customer, which limits Customer in pursuing Customer Purpose or otherwise restricts Customer in performing its obligations under this Agreement or the transactions contemplated thereunder.

12.4. Export Matters

Customer is not on the United States Department of Treasury, Office of Foreign Asset Controls list of Specially Designated National and Blocked Persons and is not otherwise a person to whom Provider is legally prohibited to provide the Services. Customer shall not provide administrative access to the Services to any person (including any natural person or government or private entity) that is located in or is a national of any country that is embargoed or highly restricted under United States export regulations.

12.5. No Inducements

Neither Customer, any affiliate of Customer, nor any of its or their employees, officers, directors, or representatives acting on their behalf, have provided or offered, or will provide or offer, any illegal or improper bribe, kickback, payment, gift or anything of value (but excluding any reasonable and ordinary business entertainment or gifts of an unsubstantial value, that are customary in local business relationships and permitted by Applicable Law) to Provider, any affiliate of Provider, nor any of its or their employees, officers, directors, or representatives acting on their behalf, in each case in connection with this Agreement.

13. Exclusion and Limitation of Liability

13.1. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, DAMAGE TO CUSTOMER EQUIPMENT, LOSS OF ANY DATA (INCLUDING BITCOINS), REGARDLESS OF THE FORM OF THE ACTION OR THE THEORY OF RECOVERY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER BASED UPON AN ACTION OR CLAIM IN CONTRACT, TORT, WARRANTY, NEGLIGENCE, INTENDED CONDUCT OR OTHERWISE (INCLUDING ANY ACTION OR CLAIM ARISING FROM THE ACTS OR OMISSIONS, NEGLIGENT OR OTHERWISE, OF THE LIABLE PARTY).

13.2. THE TOTAL AGGREGATE LIABILITY OF PROVIDER (FOR ANY AND ALL CLAIMS) FOR DIRECT DAMAGES UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL AMOUNT PAID BY CUSTOMER TO PROVIDER FOR THE SERVICES IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT(S) THAT FIRST GAVE RISE TO A CLAIM. PROVIDER SHALL NOT BE DEEMED TO BE A BAILEE IN RESPECT OF ANY CUSTOMER EQUIPMENT.

13.3. Notwithstanding anything in this agreement to the contrary, Provider's liability in connection with this Agreement for or arising from Provider's recklessness, gross negligence, fraud, or wilful misconduct shall be unlimited.

13.4. Notwithstanding anything in this Agreement to the contrary, Customer's liability in connection with this Agreement for or arising from : (i) Customer's recklessness, gross negligence, fraud, or wilful misconduct ; (ii) damage to the Facility, Provider's systems (including equipment), or any equipment of Provider's other customers, suppliers, contractors or other third parties caused by Customer, any Customer Representative, or Customer Equipment; (iii) Customer's breach of any of its representations or warranties under this Agreement, or of its confidentiality or intellectual property obligations hereunder; (iv) Customer's indemnification obligations hereunder; or (v) Customer's

breach of, or non-compliance with, the AUP or the Data Center Rules, shall, in each case, be unlimited in type and amount.

14. Force Majeure

A Party shall not be in breach of this Agreement and shall not be liable to the other Party for any loss or other damages suffered by reason of any failure or delay of such Party in the performance of its obligations hereunder due to a Force Majeure Event; provided that under no circumstances will a Force Majeure Event excuse any failure or delay in the performance of a Party's payment obligations hereunder.

If a Party becomes aware of circumstances in which a Force Majeure Event affects or will affect such Party's ability to perform any of its obligations hereunder, it shall notify the other Party in writing as soon as reasonably possible, specifying the nature of the Force Majeure Event and its effect on the performance of such Party's obligations hereunder.

15. Indemnity

Customer shall indemnify and hold harmless Provider, its affiliates, and each of its and their respective officers, stockholders, directors, employees, and agents (collectively, the "**Provider Indemnified Parties**") from and against any and all liabilities, obligations, losses, damages, allegations, claims, demands, suits, actions, deficiencies, penalties, charges, taxes, levies, fines, judgments, settlements, costs, expenses, interest, attorneys' fees and disbursements, and accountants' fees and disbursements (collectively, "**Losses**") or threatened Losses due to third-party claims arising out of or relating to any of the following: (i) Customer's breach of, or non-compliance with, any of its agreements with third parties, the AUP, the Data Center Rules, the Hardware Control EULA, or any of Customer's representations or warranties under this Agreement; (ii) actual or alleged infringement or misappropriation of any intellectual property right, including any patent, copyright, trademark, trade secret, or other intellectual property right related to Customer Equipment, including any acquisition, provision, or use of Customer Equipment, or Customer's use of the Hosting Services; (iii) Customer Equipment, including all software and firmware thereon, or Provider's acquisition, provision, or use of Customer Equipment in accordance with this Agreement, except to the extent directly related to the Hardware Control App or Hardware Control Software; (iv) Customer's violation of Applicable Law; or (v) Customer's use of the Hosting Services.

Customer's obligations under this Section 15 include claims arising out of the acts or omissions of any Customer representative or Customer's users, any other person to whom Customer has given physical or virtual access to the Customer Equipment, and any person who gains access to the Customer Equipment or any of Provider's systems or Provider's other customers as a result of Customer's failure to use reasonable security precautions, even if the acts or omissions of such persons were not authorized by Customer.

If Provider receives notice of a claim that is covered by this Section 16, Provider shall promptly give Customer written notice thereof. Provider shall be allowed to conduct the defense of such claim at any time, including choosing legal counsel to defend such claim, provided that such choice is reasonable and is communicated to Customer in writing. Customer shall comply with Provider's reasonable requests for assistance and cooperation in the defense of such claim. Provider shall not settle the claim without Customer's written consent, which may not be unreasonably withheld, delayed or conditioned. Customer shall pay costs and expenses due under this Section 15 as Provider incurs them. There shall be no express or implied requirement of a judgment, final judgment on the merits, or other event occurring prior to Customer paying Provider such costs and expenses as Provider incurs them.

In the event Provider notifies Customer in writing that Provider does not desire to defend, or to continue to defend, such claim, Customer shall defend such claim using legal counsel of Customer's choice, provided that such choice is reasonable and is communicated to Provider in writing. Customer shall not settle the claim without Provider's written consent.

IT IS THE INTENTION OF THE PARTIES THAT CUSTOMER PROVIDE INDEMNIFICATION RIGHTS TO A PROVIDER INDEMNIFIED PARTY IN ACCORDANCE WITH THE PROVISIONS OF THIS AGREEMENT EVEN FOR THE CONSEQUENCES OF THE INDEMNIFIED PARTY'S OWN NEGLIGENCE.

16. Term

The term of this Agreement will commence on the Effective Date and will continue until the expiration or termination of this Agreement in accordance with its terms (the "**Term**"). The Term may include, as applicable, the period between the Effective Date and the RFU Date, the Initial Term, and any Renewal Terms.

The Initial Term will commence on the RFU Date and will continue for the length of time indicated in the Key Terms. Neither Party shall have the right to terminate this Agreement prior to the end of the Initial Term; provided that each Party may terminate this Agreement for cause due to the occurrence of an applicable Termination Event.

If neither Party delivers Notice to the other Party at least three (3) months prior to the end of the Initial Term or then-current Renewal Term, then the Term shall be extended automatically for another twelve (12) months (each such twelve (12)-month period, a "**Renewal Term**").

Notwithstanding the foregoing or anything to the contrary, in no event shall the Term extend beyond the term of Provider's lease to the Facility. Upon the expiration or termination of such lease, the Term, if still in effect, shall be automatically terminated. To the extent applicable, Provider shall provide Customer with Notice of such expiration or termination, and of the resulting termination of this Agreement (i) at least three (3) months prior to such termination of this Agreement or (ii) as soon as practicable after Provider becomes aware of such termination of this Agreement, whichever is later.

17. Termination; Removal of Customer Equipment

17.1. Termination Events

Other than at the end of the Term, the non-breaching Party may terminate this Agreement upon the occurrence of one of the following events (each a "**Termination Event**"), as may be applicable to such non-breaching Party:

17.1.1. Payment Default

If a Party fails to make a payment to the other Party owed under this Agreement when due, unless such default is remedied within three (3) Business Days following the breaching Party's receipt of notice by the non-breaching Party of such failure.

17.1.2. Insolvency

If a Party is unable to pay its financial obligations when due, becomes subject to insolvency proceedings, applies for or institutes insolvency proceedings or offers or makes an arrangement with its creditors generally, or if a third-party applies for insolvency proceedings against such Party and such proceedings are not stayed or discharged within thirty (30) days, unless such proceeding is dismissed due to insufficiency of assets.

17.1.3. Material Breach

If a Party fails to perform or otherwise breaches a material obligation under this Agreement and such breach is either not susceptible to being cured or is not being cured within ten (10) Business Days after the breaching Party becomes aware of such breach. The Parties agree that any Force Majeure Event can never result in a material breach.

17.1.4. Service Level Defaults

If Provider suffers Service Level Defaults in three (3) consecutive months, in respect of which the Uptime during each such month was less than 80%.

17.2. Termination

Upon the occurrence of a Termination Event, the Party not having given rise to such Termination Event (the "**Non-Defaulting Party**") may terminate this Agreement with immediate effect as of the date set forth in a written notice thereof provided to the Defaulting Party.

17.3. Deinstallation and Removal of Customer Equipment

Customer (i) acknowledges that all Customer Equipment must be dismantled and removed from the Facility by the Termination Date and (ii) shall deliver to Provider (x) written shipping instructions for the Customer Equipment, (y) packaging materials suitable for the Customer Equipment, and (z) standard containers in which packaged Customer Equipment can be stored until it is shipped, in each case, in accordance with the following:

Within five (5) Business Days from receiving a Notice of termination from Customer, or having issued a notice of termination to Customer, Provider shall provide Customer with a written estimate of the number of days required for Provider to deinstall and package the Customer Equipment for shipment to Customer, and of the date on which such work is expected to begin (the "**Deinstallation Commencement Date**"). Provider shall use commercially reasonable efforts to begin such work on or around the Deinstallation Commencement Date, and in any event within a reasonable number of days from the Termination Date. In no event shall Provider begin deinstallation of the Customer Equipment prior to the Deinstallation Commencement Date. The period between the Deinstallation Commencement Date and the Termination Date is herein referred to as the "**Phase-out Period**."

During the Phase-Out Period Provider will deinstall the Customer Equipment, package it in Customer-provided packaging materials, and ship it to Customer in accordance with Customer's shipping instructions, all of which shall be at Customer's expense (at the Service Rates for Provider's work, and at the actual cost for all third party costs such as shipping). For the avoidance of doubt, all deinstallation must be performed by Provider, and Customer shall have no right to deinstall or remove Customer Equipment from the Facility.

During the Phase-out Period the Specified Power Draw will be adjusted downward on a straight-line basis, based on the assumption that an equal number of Hardware Units will be deinstalled on each Working Day during the Phase-out Period.

In the event Customer does not deliver the shipping instructions, packaging materials and containers to Provider in accordance with this Section 17.3, the deinstallation and removal of the Customer Equipment may be delayed beyond the Termination Date. To the extent such a delay occurs, all Hosting Charges shall be due and owing until such time as all Customer Equipment is deinstalled and removed from the Facility (for which Customer's provision of such instructions, materials and containers is a condition precedent). Provider will use commercially reasonable efforts to deinstall, remove and pack the Customer Equipment without damage; provided, however, that CUSTOMER HEREBY AGREES THAT EXCEPT FOR CLAIMS BASED ON PROVIDER'S RECKLESSNESS, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PROVIDER SHALL HAVE NO LIABILITY OF ANY KIND FOR, AND DOES HEREBY WAIVE AND RELEASE ANY CLAIM IN CONNECTION

WITH, ANY DAMAGE TO ANY HARDWARE UNIT, ANY SOFTWARE INSTALLED THEREON, AND ANY RIGHT TO MANUFACTURER WARRANTY SERVICE RELATING THERETO, ARISING OUT OF OR RESULTING FROM PROVIDER'S DEINSTALLATION, PACKAGING, AND SHIPMENT OF THE CUSTOMER EQUIPMENT.

At the request of the Customer, the Provider can dispose of the Customer Equipment for a fixed charge (the "**Disposal Charge**"). The Customer acknowledges that such Disposal Charge is dependent on environmental and other regulations applicable during the Phase-out Period. The Provider will inform the Customer of the Disposal Charge upon request after a Notice of termination has been issued under this Agreement.

18. Confidentiality

18.1. The Parties agree that Confidential Information shall be used solely for the purpose for which it was furnished in connection with the performance of this Agreement and that they shall each hold confidential all Confidential Information and not disclose it to any third-parties, except that the Parties may disclose Confidential Information to their affiliates, to their auditors and legal advisors and to such Customer Representatives who need access to Confidential Information to perform their duties in connection with this Agreement. At the expiration of the Term, the Parties shall return any Confidential Information to the disclosing party or destroy such Confidential Information.

18.2. Any disclosure of Confidential Information permitted by Section 18.1 shall only be to the extent that any person who Confidential Information is provided to needs to know the same for the performance of their duties, and shall only be under the condition that such person acknowledges and agrees to be bound by, the confidentiality obligation under this Section.

18.3. The restrictions set out in Sections 18.1 and 18.2 above shall not apply to Confidential Information that:

18.3.1. was previously known to the receiving Party, independent from any disclosure under or in connection with this Agreement and free from any obligation to keep confidential;

18.3.2. is or becomes generally available to the public other than as a (direct or indirect) result of any unauthorised disclosure by the receiving Party or its representatives;

18.3.3. is shown to have been independently developed by the receiving Party;

18.3.4. the Parties agree in writing need not be kept confidential;

18.3.5. is required to be disclosed by law or regulation or by an order of any Governmental Authority.

In the case of Section 18.3.5, the receiving Party shall, to the extent legally and practically possible, inform the disclosing Party of the information to be disclosed and the timing and circumstances of such disclosure, providing the disclosing Party with an opportunity to avoid and limit any such disclosure.

19. Notices

Any Party can give notice under this Agreement (each a "**Notice**") by sending an email or by mailing a physical writing by FedEx Priority Overnight or registered mail, return receipt requested, to the

applicable email or mailing address listed below; provided that any Termination Notice, and any notice for breach, indemnification, or other legal matter, shall be given by mailing a physical writing by FedEx Priority Overnight or registered mail, return receipt requested, to the applicable mailing address listed below, sending an electronic copy of said physical writing via email to the applicable email address listed below.

To Provider:

Address: Whinstone US Corporation
2721 Charles Martin Hall Road
Rockdale, Texas 76567, USA
email: c.harris@whinstone.us
Attention: Chad Everett Harris

To Customer:

Address: AIR HPC LLC
7546 Pebble Drive
Fort Worth, Texas 76118

email: CameronBlackmon@imperiumholdings.io
Attention: Cameron Blackmon

Notices by email are deemed received as of the time sent, and notices by mail (and all notices required to be by mail) are deemed received as of the time delivered. If such time does not fall within a Business Day, as of the beginning of the first Business Day following such time. For purposes of counting days for notice periods, the Business Day on which the notice is deemed received counts as the first day. Notices shall be given in the English language.

Either Party may change its notice addresses for future Notices by providing the other Party with Notice of such change.

20. Assignment; Subcontracting

This Agreement shall be binding upon, and shall inure to the benefit of, the permitted successors and assigns of each Party hereto. Neither Party may assign this Agreement, in whole or in part, without the prior written consent of the other Party, except that either Party may assign this Agreement, in whole or in part, to an affiliate or successor or wholly-owned subsidiary of such Party as part of a corporate reorganization or a sale of some or all of its business; provided that the assigning Party notifies the other Party of such assignment in writing.

Provider may use subcontractors or affiliates to perform some or all of its obligations under this Agreement; provided that Provider shall remain responsible under this Agreement for work performed by its subcontractors and affiliates to the same extent as if Provider had performed such work itself.

21. Right of Publicity; Use of Marks

Customer agrees that Provider may publicly disclose that it is providing Services to Customer and may use Customer's name and logo to identify Customer in promotional materials, including press releases. Customer may not issue any press release or publicity regarding the Agreement, use the Provider name or logo, or any other trademarks, service marks, or other identifying indicia, or publicly disclose that it is using the Services without first obtaining Provider's prior written approval of each such disclosure.

22. Governing Law; Arbitration

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES. THE AGREEMENT SHALL NOT BE GOVERNED BY THE UNITED NATIONS CONVENTION ON THE INTERNATIONAL SALE OF GOODS. ALL DISPUTES HEREUNDER, WHETHER BASED IN STATUTORY, CONTRACT OR TORT CLAIMS, SHALL BE SUBMITTED TO BINDING ARBITRATION. THE ARBITRATION SHALL BE CONDUCTED IN MILAM COUNTY, TEXAS, AND SHALL BE CONDUCTED IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION (THE "**AAA**") IN EFFECT AT SUCH TIME. THE ARBITRATION SHALL BE CONDUCTED BY ONE ARBITRATOR APPOINTED BY THE AAA, AND WHO IS SELECTED PURSUANT TO THE APPLICABLE RULES OF THE AAA. THE ARBITRATOR SHALL ISSUE A DECISION WITH FINDINGS OF FACT AND CONCLUSIONS OF LAW, AND ANY JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING APPROPRIATE JURISDICTION. EITHER PARTY MAY BRING AN ACTION IN ANY COURT OF COMPETENT JURISDICTION TO COMPEL SUCH ARBITRATION, OR TO ENFORCE A PROPERLY ENTERED ARBITRATION AWARD.

NO CLAIM MAY BE BROUGHT AS A CLASS OR COLLECTIVE ACTION. CUSTOMER SHALL NOT ASSERT SUCH A CLAIM AS A MEMBER OF A CLASS OR COLLECTIVE ACTION THAT IS BROUGHT BY ANOTHER CLAIMANT. EACH PARTY AGREES THAT IT SHALL NOT BRING A CLAIM UNDER THE AGREEMENT MORE THAN TWO (2) YEARS AFTER THE TIME THAT THE CLAIM ACCRUED.

23. Miscellaneous

23.1. Survival

The following provisions shall survive termination or expiration of this Agreement: Confidential Information, Indemnification, Limitation on Damages, Notice, Governing Law / Arbitration, Miscellaneous, all provisions requiring Customer to pay any amounts (i) owed for Services provided under this Agreement prior to the Termination Date or otherwise (ii) otherwise owed by Customer hereunder, and any other provisions of this Agreement that, by their nature, would continue beyond termination or expiration of this Agreement.

23.2. No Lease

This Agreement does not create any real property interest for Customer in the Customer Area or the Facility, and Customer shall not, shall not attempt to, and shall not encourage any third party to file or otherwise create any liens or other property interest or liability on the Facility or any portion thereof.

23.3. Independent Contractor

Each Party is an independent contractor to the other Party in connection with this Agreement, and personnel used or supplied by a Party in the performance of this Agreement shall be and remain employees or agents of such Party and under no circumstances shall be considered employees or agents of the other Party. Each Party shall have the sole responsibility for supervision and control of its personnel. Except with to the extent Provider purchases Hardware Units on Customer's behalf in accordance with this Agreement, Neither Party is an agent for the other Party, and neither Party has the right to bind the other Party in connection with any agreement with a third party.

23.4. No Third Party Beneficiaries

This Agreement is for the sole and exclusive benefit of the Parties hereto and their respective permitted successors and assigns. Nothing herein, express or implied, shall confer, or shall be construed to confer, any rights or benefits in or to any other person.

23.5. Remedies

The rights and remedies of either Party under this Agreement shall be cumulative and not exclusive or alternative.

23.6. Waiver

No failure or delay by either Party in requiring strict performance of any provision of this Agreement, no previous waiver or forbearance of the provisions of this Agreement by either Party, and no course of dealing between the Parties will in any way be construed as a waiver or continuing waiver of any provision of this Agreement.

23.7. Severability

In the event any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such provision will be enforced to the maximum extent possible under law and will, to the extent possible, be replaced by such enforceable provision most closely mirroring the Parties' intentions. All other provisions of this Agreement will remain unaffected by such invalidity or unenforceability and will remain in full force and effect. The Parties acknowledge and agree that the pricing and other terms in this Agreement reflect, and are based upon, the intended allocation of risk between the Parties and form an essential part of this Agreement.

23.8. Conflict

To the extent there is a conflict between or among the terms of this Agreement, the AUP, the Data Center Rules, and the Hardware Control EULA, the following shall be the order of precedence: (i) AUP; (ii) Hardware Control EULA; (iii) Agreement; (iv) Data Center Rules.

23.9. Interpretation

The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any Party. The words "include," "includes," and "including" (or similar terms) shall be deemed to be followed by the words "without limitation." The captions, titles, and section headings are for convenience only and are not intended to aid or otherwise affect the interpretation of this Agreement. The words "written" or "in writing" are used for emphasis in certain circumstances and shall not reduce or eliminate the notice requirements set forth in this Agreement. The use of a term defined herein in its plural form includes the singular and vice versa. The terms defined herein shall be inclusive of all tenses. All references to "days" shall be deemed to refer to calendar days, except as expressly stated otherwise.

23.10. Entire Agreement; Amendment

This Agreement is the only agreement between the Parties relating to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, and negotiations, whether written or oral, between the Parties relating to such subject matter. Unless otherwise expressly permitted in this Agreement, no modification, amendment, or waiver of this Agreement is effective or binding unless made in a writing that references this Agreement and is signed by both Parties.

The Key Terms and Services may be amended to modify, add, or remove Key Terms and Services by a writing that references this Agreement and that is signed by both Parties. In no event will the terms of Customer's purchase order or business form, or other standard or pre-printed terms that

Customer provides, be of any force or effect as between the Parties.

23.11. Counterparts

This Agreement and each exhibit or attachment hereto may be executed in counterparts, each of which shall constitute an original but all of which together shall constitute one and the same instrument, and if so executed in counterparts shall be enforceable and effective upon the exchange of executed counterparts or the exchange electronic transmissions of executed counterparts.

[Signature Page Follows.]

Rockdale, December 31,2020

Chad Everett Harris

Whinstone US, INC

Customer
by: name: Cameron Blackmon
title: Manager
AIR HPC LLC

Annex 1

Services Rates

The hourly rates listed below include costs associated with essential equipment, such as cranes, heavy machinery, forklifts, hand tools, fuel, insurance, software, transportation, and handling. Provider will also handle administrative matters such as timekeeping, performance tracking, safety enforcement and incident response, payroll, and employee complaints.

Engineers

Lead Engineer - $425.00 per hour

Assistant Engineer - $250.00 per hour

Junior Engineer - $175.00 per hour

Administrators

Administrator - $135.00 per hour

Supervisors

Construction Supervisor - $85.00 per hour

Equipment Operation Supervisor - $85.00 per hour

Laborers

Skilled Laborers - $45.00 per hour

IT Service

Basic Remote Hand Service $70.00 per hour

Advance Remote Hand Service $140.00 per hour

Annex 2

50.0% Rev Share Payment

The "**50.0% Rev Share Payment**" as described in section 6.1 of this agreement shall be calculated based on what is effectively earnings before interest, taxes, depreciation, and amortization (EBITDA), adjusted for certain cashflow adjustments as indicated below. For avoidance of doubt in preparing such calculation, the formula and mechanical steps to calculate the **50.0% Rev Share Payment** shall be applied as follows:

- Step 1: Customer shall prepare its books and records based on its internal accounting policies and procedures for the Measurement Period in order to calculate Net Income.
- Step 2: Customer shall make certain tax adjustments, as prescribed by and in accordance with US tax law, to its Net Income in order to accurately estimate its annual federal, state and local tax liability for the Measurement Period ("Cash Tax Estimate").
- Step 3: Customer make certain deductions from Net Income for any forecasted working capital and capital expenditure needs (excluding dividends) of the Customer for the future ("Retained Cash").
- Step 4: Customer shall deduct from Net Income any contractual debt obligations service obligations Customer pays prior to the Lump Sum Hosting Payment ("Debt Service")
- Step 5: The result of Customer adjusting Net Income in Step 1 for steps 2, 3 and 4, shall be defined as the preliminary cash available for payment ("Preliminary-Cash-Available-For-Payment").

EXHIBIT F

Hosting Agreement

This Hosting Agreement (this "**Agreement**") is made as of **January 7, 2021** (the "**Effective Date**") between **Whinstone US, Inc.**, a corporation organized and existing under the laws of the state of Delaware, having its principal office at 2721 Charles Martin Hall Road, Rockdale, Texas 76567, USA ("**Provider**"), and **Rhodium JV LLC** , a limited liability company organized and existing under the laws of Delaware, having its principal office at 7546 Pebble Drive, Fort Worth, Texas 76118 ("**Customer**"). Provider and Customer are hereinafter together referred to as the "**Parties**" and each as a "**Party**."

WHEREAS, Provider operates a hosting data center facility the primary business purposes of which is to make the facilities (e.g., power, cooling, and Internet connectivity) necessary to support high volumes of cryptocurrency mining devices available to customers that have, or desire to obtain, such devices, and are seeking an off-premises location to store and operate such devices;

WHEREAS, Customer currently owns or desires to procure dedicated Bitcoin mining devices, and desires to install such devices in a facility at which Customer may manage and operate such devices remotely;

WHEREAS, Provider is willing to provide such hosting services to Customer, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises in this Agreement, the Parties agree as follows:

1. Key Terms

1.1. The table below sets forth a summary of the principal terms of the hosting arrangement under this Agreement (the "**Key Terms**"). Each of the terms in the leftmost column of this table will have the meaning set forth in the respective row(s) in the column(s) to the right.

Target Ready-for-Use Date	January 7, 2021	
Initial Term Length	120 months	
Customer Equipment	(To be specified in writing by Customer and document here)	
	Unit type:	_____
	Number of units:	_____
	Hash rate per unit:*	_____ TH/s
	Power usage per unit*:	_____ W/GH
	Hardware Unit	
	Unit type:	_____
	Number of units:	_____
	Hash rate per unit:	_____ TH/s
	Power usage per unit:	_____ W/GH
Specified Power Draw	Up to 100 MW	
Hosting Fees	As defined in Section 6.1 of this Agreement	
Provider Account	_____	
Customer Account	_____	

*The "hash rate per unit" and "power usage per unit" values (i) are estimates included for reference purposes only, (ii) do not constitute a service level, guarantee, or other obligation of Provider, (iii) may vary significantly from time to time and from the estimated values, and (iv) have no impact on pricing or amounts owed under the Agreement.

2. Definitions

2.1. Defined Terms

The terms listed below, when used in this Agreement, shall have the following meaning

"**Advanced Remote Hands Service**" is defined in Section 3.4.

"**Applicable Law**" means, as in effect from time to time, any law, rule, regulation, declaration, decree, directive, statute or other enactment, order, mandate or resolution, interpretation, writ, judgment, injunction, license, or permit, issued or enacted by any Governmental Authority, which is applicable to a Party under this Agreement, including securities laws, tax laws, tariff and trade laws, and data laws.

"**AUP**" or "**Acceptable Usage Policy**" means Provider's then-current acceptable use policy, which may be referenced at www.whinstone.us.

"**Basic Remote Hands Service**" is defined in Section 3.3.

"**Building Unit**" means each separate building within the Facility.

"**Business Day**" means a day which is not a Saturday, Sunday or a public holiday in Texas.

"**Confidential Information**" means the terms of this Agreement and all information whether in written or any other form which has been or may be disclosed in the course of the discussions leading up to the entering into or performance of this Agreement and which is identified as confidential or is clearly by its nature confidential including information relating to this Agreement or the Services, data used or generated in the provision of the Services, or any of Customer's products, operations, processes, plans or intentions, know-how, trade secrets, market opportunities, customers and business affairs.

"**Connection**" means the connection between Customer Equipment and the internet.

"**Customer**" is defined in the preamble to this Agreement.

"**Customer Area**" means the part of the Facility that is designated for the installation of the Customer Equipment.

"**Customer Equipment**" means the hardware equipment (including required PDUs) that is provided by Customer and installed in the Customer Area, including all software and firmware on such equipment other than any software and firmware owned or licensed by Provider.

"**Customer Representative**" means any officer, employee, agent, sub-contractor or other person identified by Customer as acting on Customer's behalf.

"**Data Center Rules**" means the then-current rules and procedures relating to physical access to the Facility.

"**Data Center Specifications**" is defined in Section 3.1.

"**Defaulting Party**" is defined in Section 17.1.

"**Deinstallation Commencement Date**" is defined in Section 17.3.

"**Demand Reduction Benefit Program**" means any scheme initiated by a power supplier, power network supplier or other third party in the power market area managed by the Electric Reliability Council of Texas, under which power consumers receive a benefit in connection with any limitation on their power demand during times of peak power usage.

"**Deposit**" is defined in Section 6.3.

"**Disposal Charge**" is defined in Section 17.3.

"**Engineering Services**" means services relating to Facilities engineering in connection with Customer's increase in power consumption requirements and the related increases in Customer Equipment associated therewith.

"**Facility**" means the data center operated by Provider at 2721 Charles Martin Hall Road, Rockdale, Texas 76567.

"**Force Majeure Event**" means any event beyond the reasonable control of a Party, including, without limitation, war, civil war, armed conflict or acts of terrorism or a public enemy or other catastrophes, riot, civil commotion, malicious damage, compliance with any law, regulation, rule, or any act, order, direction, or ruling of a Governmental Authority coming into force after the date of this Agreement, tornado, hurricane, severe storms, earthquake, lightning, fire, flood or other natural or environmental disaster, temperature and humidity above the cooling capabilities of the Facility, epidemic, quarantine, pressure waves caused by devices traveling at supersonic speeds, nuclear accident, acts of God, failure of a part of the power grid or related substationfailure of the Internet, failure or delay in the performance of Provider's third-party suppliers or of other third-party suppliers, including the supplier under the Power Supply Contract, and strikes, slowdowns, lockouts or other labor stoppages.

"**Governmental Authority**" means any domestic or foreign, supra-national, national, state, county, municipal, local, territorial or other government or bureau, court, commission, board, authority, taxing

authority, agency (public or otherwise), or governmental entity or quasi-governmental entity (including any subdivision thereof), in each case anywhere in the world, having competent jurisdiction over a Party.

"**Hardware Control App**" means the application that is made available by Provider to permit Customer to manage the Customer Equipment.

"**Hardware Control Software**" means the software which enables management of the Customer Equipment by Customer and Provider via the Hardware Control App.

"**Hardware Control EULA**" is defined in Section 3.2.

"**Hardware Unit**" means each individual unit of Customer Equipment bearing a separate identification code.

"**Harmful Code**" means any software, hardware or other technologies, devices, or means, the purpose or effect of which is to permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner, (i) any computer, software, firmware, hardware, system (including equipment) or network, (ii) the Facility or portion thereof or (iii) any application or function of any of the foregoing or the integrity, use, or operation of any data processed thereby, and, in each case, includes any virus, malware, bug, Trojan horse, worm, backdoor, or other malicious computer code and any time bomb or drop-dead device.

"**Hosting Services**" is defined in Section 3.1.

"**Maintenance**" means any activity performed by Provider in order to maintain, upgrade or improve the Services, including any modification, change, addition, or replacement of any Provider hardware, or any part of, or machinery or other components of, the Facility.

"**Minimum Hosting Charge**" is defined in Section 6.1.

"**Mining Pool**" means the group of Bitcoin miners to which Customer determines to contribute the processing power of any particular piece of Customer Equipment in order to collaborate in finding new Bitcoin blocks.

"**Non-Defaulting Party**" is defined in Section 17.2.

"**Notice**" is defined in Section 19.

"**Parties**" is defined in the preamble to this Agreement.

"**PDU**" means power distribution unit.

"**Phase-out Period**" is defined in Section 17.3.

"**power**" means electric power.

"**Power Firmware**" means firmware that is made available by a third party, and that may be required in order to enable certain advanced power management functions. In all cases, the Power Firmware is licensed by the third party to Customer and is installed on the Customer Equipment by Provider only at the express direction of Customer.

"**Power Supply Contract**" means Provider's agreements with third parties related to the provision of power to the Facility.

"**Provider**" is defined in the preamble to this Agreement.

"**Racks**" means the racks provided by Provider and configured for installation of the particular Customer Equipment.

"**Related Services**" is defined in Section 3.2.

"**Remote Hands Service**" is defined in Section 3.5.

"**RFU Date**" or "**Ready-for-Use Date**" means December 31, 2020.

"**Scheduled Maintenance**" means any Maintenance activities for which Provider notified Customer

at least 3 days in advance, which notice may be given by publication on the Hardware Control App.

"**Service Rates**" means Provider's then-current rates for Related Services and Advanced Remote Hands Services, as set forth in Annex 1.

"**Service Charges**" means amounts owed by Customer in connection with the Services.

"**Service Level Default**" is defined in Section 8.

"**Service Level Credit**" is defined in Section 8.

"**Services**" is defined in Section 3.2.

"**Specified Power Draw**" means the amount of power that is to be made available to Customer as part of the Hosting Services, as the same may be increased as provided in Sections 3.6 and 6.2.

"**Term**" is defined in Section 16.

"**Termination Date**" means the date this Agreement terminates or expires.

"**Termination Event**" is defined in Section 17.1.

"**Ticket**" means an electronic request for service generated in the Hardware Control App.

"**Unscheduled Maintenance**" means Maintenance that is not Scheduled Maintenance.

"**Uptime**" means the amount of time in the applicable month that the Hosting Services are available to Customer, as determined in accordance with Section 8.

"**Uptime Service Level**" is defined in Section 8.

"**Working Hours**" means the hours from 8:00 a.m. to 5:00 p.m., Central Time, on a Business Day.

3. Provider's Services

3.1. Facility

All Services are provided within the Facility, which is designed to meet the following specifications (the "**Data Center Specifications**"):

- power supply up to the Specified Power Draw;

transforming equipment;

-

- evaporative cooling;
- limited air filtration; and
- internet connectivity.

it being understood that each of the foregoing is made available to the Customer Area on a shared, non-exclusive and non-redundant basis.

Within the Facility, Provider does not guaranty that the Customer Area will be contiguous. The Customer Area may spread over several Building Units, and is not physically separated from areas in the Facility in which the equipment of other customers is hosted. Provider has the right to change the location of the Customer Area within the Facility and to relocate Customer Equipment, subject to the maintenance and service level obligations set forth in this Agreement.

3.2. Services

Provider shall provide Customer with the Hosting Services and the Related Services (together the "**Services**") during the Term.

The "**Hosting Services**" consist of:

- providing the Customer Area in accordance with the Data Center Specifications;
- providing Racks in the Customer Area;
- hosting the provided Customer Equipment in the Racks;
- hosting the Customer-provided PDUs installed in the Racks, as may be required by the particular Customer Equipment;
- making available the Hardware Control Software and Hardware Control App (it being understood that these components are subject to a separate license agreement (the "**Hardware Control EULA**"), but for which no separate license fee is payable);
- monitoring the fire detection and alarm system provided by Customer
- providing monthly reports to the Customer that will contain a summary of monthly power draw in the Customer Area as measured from power consumption meters; and
- providing basic physical security and physical access control for the Facility.

The "**Related Services**" consist of

- installation of Customer Equipment (as more particularly described in Section 3.3);
- the Basic Remote Hands Service (as more particularly described in Section 3.4); and
- deinstallation of Customer Equipment.

For the avoidance of doubt, the Related Services are not optional, and the Customer's receipt of and payment for the Related Services is a requirement for hosting the Customer Equipment in the Facility.

3.3. Installation

Customer agrees to pay hourly for installation services as defined in Annex 1 and includes, as it relates to the Customer Equipment, PDUs, and any other Customer-provided materials (e.g., the fire detection and alarm system, specific air filtration equipment, single phase liquid cooling units, etc.):

- unpacking;
- labelling;
- positioning in the Racks;
- installation and management of cables (power and LAN connection);
- inventorization and inventory management;
- installation of the Hardware Control Software and Power Firmware, if applicable;
- initial setting;
- disposal of packing materials; and
- installation of any Customer-provided fencing or other physical security devices that are agreed by the Parties

Installation does not include the provision or installation of any software other than the Hardware Control Software. In certain cases, a particular Hardware Unit may require an update to its firmware (as determined and designated by the manufacturer thereof). In such case, Provider will apply such firmware update in accordance with the instructions provided by such manufacturer. CUSTOMER HEREBY AGREES THAT PROVIDER SHALL HAVE NO LIABILITY OF ANY KIND FOR, AND DOES HEREBY WAIVE AND RELEASE ANY CLAIM IN CONNECTION WITH, ANY DAMAGE TO ANY

HARDWARE UNIT, ANY SOFTWARE OR FIRMWARE INSTALLED THEREON, OR ANY MANUFACTURER WARRANTY RIGHTS RELATING THERETO (INCLUDING ANY VOIDED WARRANTIES) ARISING OUT OF OR RESULTING FROM THE APPLICATION OF ANY SUCH MANUFACTURER-PROVIDED FIRMWARE UPDATE OR THE POWER FIRMWARE. IT IS THE EXPRESS INTENT OF THE PARTIES THAT THE FOREGOING APPLY EVEN IN RESPECT OF PROVIDER'S NEGLIGENCE.

The installation of any individual Hardware Unit is deemed completed when such Hardware Unit connects and sends computations to the Customer-designated Mining Pool. If Customer has not designated a Mining Pool, installation will be deemed complete when the applicable Hardware Unit powers up without fault (it being understood that in no event will Provider be required or requested to select a Mining Pool on Customer's behalf). In the case of faulty Hardware Units, installation is completed when Provider diagnoses the fault and provides a report to Customer.

Except as may otherwise be determined by Provider in its sole discretion, Customer shall not have any rights to install, uninstall, or otherwise physically access any Hardware Units in the Facility.

3.4. Basic Remote Hands Service

The basic Remote Hands Service (the "**Basic Remote Hands Service**") consists of the following tasks, as applicable, which will be performed by Provider based on the specific instructions of Customer with a cost defined in Annex 1 and billed weekly.

- pushing a button;
- switching a toggle;
- turning on/off of Customer Equipment;
- switching back on any breakers that have tripped during the 8am to 8pm CT time period;
- securing cabling connections;
- observing, describing and/or reporting of indicator lights or display information on machines or consoles;
- cable organization;
- modifying basic cable layout, labelling and/or re-labelling of Customer Equipment;
- cable patching;
- checking alarms for faults; and/or
- inserting/removing discs or equivalent storage devices provided by Customer into/from the Customer Equipment (it being understood that Provider shall not be responsible for, or have any obligation to verify, the contents of such devices).

Performance of these services will be available on a 24/7 basis. For the avoidance of doubt, the Basic Remote Hands Service is included as part of the Variable Hosting Rate and will not be subject to separate charges or invoices.

3.5. Advanced Remote Hands Service

The following activities, which require software or hardware changes requested by Customer (the "**Advanced Remote Hands Service**" and, together with the Basic Remote Hands Service, the "**Remote Hands Service**"), may be requested by Customer and provided by Provider on an "as-is" basis, subject to the prior mutual agreement of the Parties with a cost defined in Annex 1 and billed weekly.

- installation of applications or software on Customer Equipment;
- uploading of data to Customer Equipment;

- configuration of Customer Equipment operating system;
- hardware fault diagnosis;
- software fault diagnosis;
- rectification of problems caused by Customer Equipment or software;
- rectification of problems caused by Customer;
- cleaning of Customer Equipment;
- any service requiring the opening of the outer casing of any Customer Equipment; and
- providing support for customer installed IT security for the Facility, including the installation, maintenance and operation of a firewall and implementation and administration of an IT security policy to prevent unauthorized access, viruses, and ransomware; and
- monitoring and performing routine and as-required maintenance of the single phase liquid cooling units provided by Customer;
- managing the Customer-provided air filtration equipment;
- any other activity not expressly listed as a Related Service.

Performance of these services will be available on a 24/7 basis. Any particular Advanced Remote Hands Service that is commissioned by Customer and performed by Provider shall be deemed to be part of the "Services" under this Agreement. Customer hereby acknowledges that Provider makes no warranties of any kind in connection with the provision of the Advanced Remote Hands Services. Any software or firmware installed on any Hardware Unit as part of the Advanced Remote Hands Service must be pre-approved by Provider. Provider will install such software or firmware in accordance with Customer's instructions, and Provider shall have no obligation to install any software or firmware without, or not in accordance with, Customer's instructions. CUSTOMER HEREBY AGREES THAT IN THE ABSENCE OF PROVIDER'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, PROVIDER SHALL HAVE NO LIABILITY OF ANY KIND FOR, AND DOES HEREBY WAIVE AND RELEASE ANY CLAIM IN CONNECTION WITH, ANY DAMAGE TO ANY HARDWARE UNIT, ANY SOFTWARE INSTALLED THEREON, AND ANY RIGHT TO MANUFACTURER WARRANTY SERVICE RELATING THERETO, ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF ADVANCED REMOTE HANDS SERVICES. PROVIDER SHALL HAVE NO LIABILITY OF ANY KIND ARISING OUT OF ANY APPLICATIONS, SOFTWARE, DATA, OR OTHER MATERIALS PROVIDED BY CUSTOMER, AND IT IS THE EXPRESS INTENT OF THE PARTIES THAT THE FOREGOING APPLY EVEN IN RESPECT OF PROVIDER'S NEGLIGENCE.

CUSTOMER HEREBY ACKNOWLEDGES THAT ADVANCED REMOTE HANDS SERIVICE, INCLUDING ANY DISASSEMBLING OR OPENING OF THE OUTER CASING OF ANY CUSTOMER EQUIPMENT AND THE INSTALLATION OF ANY SOFTWARE OR FIRMWARE ON ANY HARDWARE UNIT, MAY VOID SOME OR ALL OF THE MANUFACTURER WARRANTIES RELATING TO SUCH HARDWARE UNIT (INCLUDING ANY SOFTWARE OR FIRMWARE INSTALLED THEREON). CUSTOMER HEREBY AGREES THAT PROVIDER SHALL HAVE NO LIABILITY OF ANY KIND FOR, AND DOES HEREBY WAIVE AND RELEASE ALL CLAIMS IN CONNECTION WITH, ANY SUCH VOIDED MANUFACTUER WARRANTIES ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF ADVANCED REMOTE HANDS SERVICES.

3.6. Engineering Services

The Engineering Services may be requested by Customer and provided by Provider on an "as-is" basis, subject to the prior mutual agreement of the Parties with a cost defined in Section 5. For the avoidance of doubt, Provider shall not be required to perform any Engineering Services unless and until (i) there is a written authorization executed by authorized representatives of each Party that sets forth the scope of the services and the charges to be paid therefor, and (ii) Customer has

executed a written acknowledgement of and express agreement with respect to the increase to the Specified Power Draw that will be applicable for the then-remaining Term and the Deposit that is payable in respect thereof.

3.7. Service Orders

Customer shall place all orders for Remote Hands Service through the Hardware Control App. Such orders are placed by opening a Ticket specifying the relevant Hardware Unit, the requested action, and all other information requested by the Hardware Control App. All such Tickets shall be deemed to be orders for such services, and Customer shall be obligated to pay all fees arising out of Provider's performance thereof.

Under certain circumstances the Hardware Control App has the ability to open Tickets automatically in response to certain performance characteristics and failure modes relating to the Customer Equipment, to the extent that such functionality is enabled by Customer. Any such Tickets that call for Basic Remote Hands Service shall be deemed to have been opened by the Customer, and be conclusive orders for such Basic Remote Hands Service. For the avoidance of doubt, the performance of this functionality under the Hardware Control App shall be governed by the Hardware Control EULA and not this Agreement.

4. Power Supply

4.1. Provider will make power available to and in connection with the Customer Area up to the amount of the then-applicable Specified Power Draw, subject to Sections 4.5 and 4.6.

4.2. Customer acknowledges that the Specified Power Draw will be allocated to the Customer Area for the power usage of the Customer Equipment, the evaporative cooling of the Customer Area, as well as any other components that may be installed in the Customer Area that require power, such as additional cooling, air filtration, and monitoring equipment (i.e., it is allocated to the collective requirements of all components in the Customer Area that draw power).

4.3. Customer acknowledges that Provider may, but is under no obligation to, provide power beyond the Specified Power Draw. Provider has the right to power down Customer Equipment in the event that (i) the power draw of the Customer Area (including the evaporative cooling therefor) is, in the aggregate, reasonably likely to exceed the Specified Power Draw, or (ii) individual Hardware Units are reasonably likely to draw beyond the power usage per unit set forth in Section 1.

4.4. If a Ramp-Up Period is provided in Section 1, then for the applicable periods set forth therein the Specified Power Draw shall be deemed to be replaced with the values of the Temporary Power Draw.

4.5. Customer acknowledges that the power to the Facility is ultimately provided by third parties, whose provision and transmission of power is governed by Applicable Law, including but not limited to rules and regulations promulgated by the Electric Reliability Council of Texas, Inc., and the Public Utility Commission of Texas (collectively, the "**Power Regulations**"). To the extent that the available power to the Facility is reduced pursuant to Power Regulations, and such reductions are not due to the wrongful actions of Provider, Provider may reduce the power available to Customer to an amount that is less than the Specified Power Draw; provided that in such case, Provider shall not treat Customer, in any respect, less favorably than any similarly situated Provider customer. Any such reductions, and any unavailability of the Hosting Services arising out of such reductions, shall not be deemed to be unavailability for purposes of calculating Uptime under the Uptime Service Level.

4.6. Customer hereby expressly consents to Provider's participation in any Demand Reduction Benefit Programs, as determined by Provider in its sole discretion. Customer acknowledges that any such participation may result in partial or complete reduction in power available to Customer from time to time, and that Provider may reduce the power available to Customer to an amount that is less than

the Specified Power Draw. Any such reductions, and any unavailability of the Hosting Services arising out of such reductions, shall not be deemed to be unavailability for purposes of calculating Uptime under the Uptime Service Level.

4.7. Customer acknowledges that Provider's right to participate in any Demand Reduction Benefit Programs, as determined by Provider in its sole discretion, forms an essential basis of the agreements set forth in this Agreement, and that, absent such right, the terms of this Agreement, including the Hosting Charges, would be substantially different.

4.8. Customer hereby expressly consents to the use of the Power Firmware in connection with the foregoing Demand Reduction Benefit Programs.

5. Access to the Facility; Data Center Rules

5.1. Customer Representatives may access the Customer Area of the Facility during Working Hours, in accordance with the Data Center Rules, for equipment inspections, installation, removal, additions, subtractions or physical maintenance or otherwise by prior appointment as mutually agreed. To obtain such access, Customer must provide prior notice to Provider in accordance with the Data Center Rules, and coordinate with Provider so that all such access may be escorted. Notwithstanding anything to the contrary, Provider shall have the right to remove any Customer Representative from the Facility premises in Provider's sole discretion, at any time, and without any liability to Customer or any Customer Representative.

5.2. Customer, and the Customer Representatives, shall comply with all Data Center Rules in connection with such access. Customer shall inform each applicable Customer Representative of the Data Center Rules prior to such Customer Representative accessing the Facility. Customer shall be liable for the acts and omissions of all Customer Representatives who access, or attempt to access, the Facility, including for their violation of the Data Center Rules, at least to the same extent as if such acts and omissions were Customer's own.

6. Hosting and Service Charges; Payments; Deposit

6.1. Charges for Hosting Services

In consideration of Provider's performance of the Hosting Services, Customer shall pay Provider each of the following fees (the "**Hosting Fees**"):

Power Charges

Each month, the *greater of* (i) the Power Charge for the aggregate amount of power actually consumed (expressed in kWh) by all power-consuming devices in the Customer Area, and (ii) the Power Charge for the volume of power represented by the then-current Specified Power Draw (expressed in kWh).

The "Power Charge" in respect of a stated amount of power (expressed in kWh) shall be determined based on a per-kWh cost that is equal to the effective per-kWh cost of power to the Facility as a whole for the subject month (i.e., the Facility's wholesale power cost (including both supply and delivery charges, including any retail adders) *less* any credit amounts actually received by Provider under applicable ERCOT load response programs); provided, however, that in the event that such effective per-kWh cost exceeds $0.01705, the Power Charge shall be determined using $0.01705 as the assumed Facility per-kWh power cost.

The Hosting Services charge is inclusive of any and all value added taxes, sales, use, excise and other similar transactional taxes or duties.

Hosting Share Payment

An amount equal to approximately 50% of customer EBITDA measured over a calendar-year basis. The precise "50% Rev Share Payment" which approximated customer EBITDA is defined in Annex 2.

6.2. Charges for Related Services, Advanced Remote Hands Services, and Engineering Services

Customer shall pay for Engineering Services as the Parties mutually agree, both as to scope thereof and the specific charges to be paid in respect thereof. As of the Effective Date, the Parties believe that such charges are likely to be approximately $240,000 USD per committed megawatt, or $ $2.4mm per 10-megawatt phase. The preliminary planning of the Parties indicates as phased build-out to a total of 100 committed megawatts, as follows:

- Phase 1 Engineering Services for 30 MW -$7,200,000.00
- Phase 2 Engineering Services for 30 MW -$7,200,000.00
- Phase 3 Engineering Services for 30 MW -$7,200,000.00
- Phase 4 Engineering Services for 10 MW -$2,400,000.00

The Related Services and Advance Remote Hands Services shall be paid by Customer at the Service Rates, billed in half-hour (0.5h) increments. The Service Rates are exclusive of any value added taxes, sales, use, excise and other similar transactional taxes or duties. Customer will pay the value added tax and such other taxes referenced in the foregoing at the rate and in the manner prescribed by Applicable Law.

6.3. Deposit

Customer will pay to Provider as security for any obligations of Customer one or more security deposits (the "**Deposits**") in amounts that are equal to any deposit amounts or other similar payments providing security for Provider's obligations to the supplier under any Power Supply Contract, to the extent that such payment arises out of the Specified Power Draw or any increases thereto. Provider's obligation to provide the Specified Power Draw shall be excused during any period that Customer is in default of the obligations relating to the payment of Deposits.

Each Deposit will be paid to Provider on or before the date that such amounts are due under the Power Supply Contract and will be returned to Customer within six (6) months following the end of the Term, unless used by Provider to set off claims against Customer.

Customer acknowledges that the Deposits do not need to be segregated from other funds of Provider and that, in particular, Provider is authorized to use the Deposits to make any deposit payments it is required to make with its power provider or other suppliers.

6.4. Invoicing; Payments

Customer shall pay Provider the Hosting Fee relating to Power Charges each month, no later than ten (10) Business Days after the end of such month. Customer shall pay Provider the Hosting Fee relating to the 50% Rev Share Payment on a monthly, quarterly, or annually, with such payment interval to be selected by Customer, but provided, however, that in any case, payment shall be made within ninety (90) Business Days following the closing of Customer's books for such period, but in any event no later than one hundred twenty (120) calendar days following the endl of such period.

No later than ten (10) Business Days after the end of each month during the Term, Provider will invoice Customer for any Related Services, Advanced Remote Hands Services, or any Engineering Services, plus any applicable taxes.

Customer shall make such payment within ten (10) Business Days following the date of such invoice.

If Customer should become delinquent in the payment of any invoice, Provider shall have the right thereafter to request pre-payments for Service Charges, charges for Advanced Remote Hands Services, or Engineering Services, at its reasonable discretion.

All Payments among the Parties will be made in United States Dollars by wire transfer of immediately available funds into the Provider Account or Customer Account, as applicable, unless agreed otherwise by the Parties.

6.5. No Off-Set

Customer shall not set-off any amount owed or alleged to be owed by Provider to Customer against any other payments due to Provider.

6.6. Change of Hosting Charges

In the event of changes in or the establishment of laws, regulations, orders or policies by Governmental Authorities, including any adverse change to any Demand Reduction Benefit Program (but excluding a wholesale power price increase to Provider), Provider shall have the right to make corresponding increases in the Hosting Fees and the Services Rate, upon written notice and mutual agreement by the Customer.. Any such change shall become effective upon the next billing cycle.

7. Suspension of Services

7.1. Provider may suspend the Services, in whole or in part, for any of the following reasons, and in each case to the extent required by or mandated in respect of such underlying reason:

- to conduct Maintenance;
- to prevent, mitigate, or cease damage to Customer Equipment, any portion of the Facility, Provider's systems (including equipment), or the equipment of other Provider customers;
- as required in connection with a Force Majeure Event;
- in response to a request under a Demand Reduction Benefit Program;
- to comply with an order, instruction, or request of any Governmental Authority;
- suspension caused by the acts or omissions of Customer, including as requested by Customer;
- in the event Customer fails to pay Provider any amounts owed and overdue within three (3) Business Days of being notified that such payment is overdue; or
- the occurrence of a Termination Event giving Provider the right to terminate the Agreement.

7.2. Provider shall use commercially reasonable efforts to give prior notice, to the extent possible, to Customer before suspending the Services in whole, other than in situations where the suspension of Services occurs due to Scheduled Maintenance or the acts or omissions of Customer. Provider shall use commercially reasonable efforts to perform all Maintenance as Scheduled Maintenance.

7.3. During any suspension of Services pursuant to this Section, Customer's access through the Hardware Control App will be "read only", which will provide system status and other related information only, and Customer will not have the ability to open Tickets or control the Customer

Hardware. In no event shall such inability be deemed to be a breach of this Agreement or of the Hardware Control EULA.

8. Service Level Agreement

For each month that Provider provides the Hosting Services to Customer, Provider will make commercially reasonable efforts to provide the Hosting Services with an Uptime of at least 97.0% (the "**Uptime Service Level**").

For purposes of the determination of Uptime, the Hosting Services shall be considered to be "available" if power, cooling, and internet connectivity are available to the Customer Area (in accordance with the Data Center Specifications, and subject to the obligations and rights of Provider under this Agreement), independent of Customer's actual ability to operate the Customer Equipment for any particular purpose. Any unavailability caused by (i) Force Majeure Events, (ii) Scheduled Maintenance, (iii) Demand Reduction Benefit Programs, or (iv) other environmental factors (e.g., temperature or humidity), notwithstanding the Facility operating in accordance with the Data Center Specifications, will, in each case, not be considered unavailability for the purposes of calculating Uptime.

During any period of unavailability caused by any suspension of Services permitted by Section 6.1, other than any total suspension of the Hosting Services due to Unscheduled Maintenance, the Hosting Services shall be deemed to be available for purposes of calculating Uptime.

Customer's termination right set out in Section 17.1.4 of this Agreement shall be Customer's sole and exclusive remedy in connection with the occurrence of any Uptime Service Level defaults.

9. Customer Responsibilities

9.1. Use of Services

Customer's use of the Hosting Services shall at all times comply with the AUP. For the avoidance of doubt, Customer expressly acknowledge that the Facility has been purpose-built to support the physical requirements of devices that perform Bitcoin mining activities, and that such activities are the sole permitted use of the Hosting Services. CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT PROVIDER SHALL NOT HAVE, AND THAT CUSTOMER HEREBY EXPRESSLY AND KNOWINGLY RELEASES AND WAIVES ANY CLAIMS FOR, ANY LIABILITY ARISING IN CONNECTION WITH CUSTOMER'S MINING ACTIVITIES, AND THAT ALL SUCH ACTIVITIES, INCLUDING BUT NOT LIMITED TO THE CHOICES RELATING TO MINING POOL PARTICIPATION, ARE AT CUSTOMER'S SOLE DISCRETION.

9.2. Designated Mining Pool

It is Customer's responsibility to determine and designate a Mining Pool for each Hardware Unit, and Customer is free to designate any Mining Pool, in its sole discretion. In no event shall Provider be obligated to designate any Mining Pool on Customer's behalf.

If Customer designates a Provider-sponsored private Mining Pool to be the Mining Pool, Customer acknowledges that Provider may receive remuneration in connection with the applicable Hardware Units' contribution to the mining conducted by such Provider-sponsored private Mining Pool.

Customer acknowledges that Provider may choose to operate its own or any other third party's cryptocurrency mining equipment in the Facility at any time during the Term.

9.3. Customer Equipment.

Customer shall be responsible for providing the Customer Equipment, and for causing it to arrive at Provider's loading dock at the Facility. All costs associated with the foregoing, including but not limited to shipping costs, hardware costs, software license costs, and import duties, shall be borne exclusively by Customer. In the event that Provider agrees to procure any such Customer Equipment on Customer's behalf and for the account of Customer, such procurement shall be governed by a separate written agreement between Customer and Provider.

Customer shall further be solely responsible for maintaining the Customer Equipment in operable condition by requesting Advanced Remote Hands Service in accordance with Section 3.7 (*Service Orders*) hereof. Customer acknowledges that Provider will not conduct maintenance of the Customer Equipment, except to the extent Provider agrees to Customers' requests for Advanced Remote Hands Service.

9.4. Hardware Control Software; Hardware Control App; Access

Customer hereby directs Provider to register each Hardware Unit in the Hardware Control Software and acknowledges that the Service Charges for Related Services and Remote Hands Service are based on the availability of the Hardware Control Software in relation to the Customer Equipment. For purposes of clarity, the Hardware Control Software is for purposes of management convenience only, and notwithstanding any information or analytics that may be or become available therein, at no point shall the Hosting Control Software be the system of record for purposes of determining the power consumption of Hardware Units, individually, or the Customer Equipment, in the aggregate. Further, Customer shall at all times maintain the ability to report to Provider through automated means, and for Provider to affirmatively query, in respect of each Hardware Unit (i) the designated Mining Pool, and (ii) the hash rate (current and cumulative over the applicable period) thereof.

9.5. Availability

Customer shall have a Customer Representative available for communication through the Hardware Control App at all times.

9.6. Insurance

Customer shall maintain insurance coverage consistent with prevailing industry practices, but in any event, during the Term of this Agreement, Customer shall insure and keep insured (i) the Customer Equipment against all manner of loss in an amount not less than the replacement cost of the Customer Equipment, including during shipping to or from the Facility and (ii) all Customer Representatives against their acts and omissions, injury, or death in connection with any visits to the Facility or this Agreement. Customer shall maintain such insurance coverage during the Term, but in no event starting later than the first delivery of such Customer Equipment and the first arrival of a Customer Representative at the Facility, respectively. CUSTOMER HEREBY AGREES THAT PROVIDER SHALL HAVE NO LIABILITY OF ANY KIND, AND DOES HEREBY WAIVE AND RELEASE ALL CLAIMS IN CONNECTION WITH THE CUSTOMER EQUIPMENT OR THE CUSTOMER REPRESENTATIVES, IN THE EVENT CUSTOMER DOES NOT OBTAIN SUCH INSURANCE COVERAGE, OR IN THE EVENT SUCH INSURANCE COVERAGE IS INSUFFICIENT TO COVER CUSTOMER'S LOSSES IN CONNECTION WITH THE CUSTOMER EQUIPMENT OR THE CUSTOMER REPRESENTATIVES.

9.7. Information; Know Your Customer

Customer will provide Provider with any information required under any laws and regulations or orders by any Governmental Authority, in particular, but not limited to, information required for so-called "know your customer" checks under laws and regulations for the prevention of money laundering and terrorism finance.

9.8. Compliance with Law

Customer is solely responsible for ensuring that its use of the Services and its operations in connection with this Agreement comply with all Applicable Law.

10. Ownership

10.1. Customer Equipment

The parties acknowledge and agree that the Customer Equipment is the sole property of the Customer. In no event shall Provider claim ownership of any of the Customer Equipment.

10.2. Ownership of Generated Assets

The Parties acknowledge and agree that any generated digital assets, including but not limited to blockchains, hash and digital currencies, generated from the operation of the Customer Equipment, are the sole property of the Customer. The foregoing shall not impair in any way Customer's obligations to pay the Fees hereunder, including the Hosting Fees arising out of Customer EBITDA, or any claims that Provider may make in connection therewith.

10.3. Liens / Encumbrances

Provider shall not sell any mortgage, lien, or any kind of encumbrance on the Customer Equipment,

11. Provider's Warranties

11.1. Capacity

Provider represents and warrants, as of the date hereof and as of the RFU Date that Provider is validly formed as the type of legal entity it purports to be in the jurisdiction of its formation and has the power to enter into this Agreement and perform the transactions contemplated thereunder.

11.2. Disclaimer

PROVIDER DOES NOT AND CUSTOMER ACKNOWLEDGES THAT PROVIDER DOES NOT GIVE ANY IMPLIED, EXPRESS OR STATUTORY WARRANTIES OR REPRESENTATIONS, INCLUDING ANY WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY OR NON-INFRINGEMENT.

12. Customer's Representations

Customer represents and warrants, as of the date hereof and as of the RFU Date that:

12.1. Capacity

Customer is validly formed as the type of legal entity it purports to be in the jurisdiction of its formation and has the power to enter into this Agreement and perform the transactions contemplated thereunder.

12.2. Customer Equipment

Unless specifically disclosed otherwise, Customer Equipment is owned by Customer and is free of any lien or other interest or encumbrance of any third-party. Customer Equipment, is free of any defects or Harmful Code which could cause any harm to the Facility or the systems, including equipment, of Provider or any other customer. The Customer Equipment does not, and its operation does not, infringe (or result from the misappropriation of) any intellectual property right, including any patent, copyright, trademark, trade secret, or other intellectual property right, of a third party.

12.3. No judgment or governmental order

There is no judgment, decree or order by any Governmental Authority applicable to Customer, which limits Customer in pursuing Customer Purpose or otherwise restricts Customer in performing its obligations under this Agreement or the transactions contemplated thereunder.

12.4. Export Matters

Customer is not on the United States Department of Treasury, Office of Foreign Asset Controls list of Specially Designated National and Blocked Persons and is not otherwise a person to whom Provider is legally prohibited to provide the Services. Customer shall not provide administrative access to the Services to any person (including any natural person or government or private entity) that is located in or is a national of any country that is embargoed or highly restricted under United States export regulations.

12.5. No Inducements

Neither Customer, any affiliate of Customer, nor any of its or their employees, officers, directors, or representatives acting on their behalf, have provided or offered, or will provide or offer, any illegal or improper bribe, kickback, payment, gift or anything of value (but excluding any reasonable and ordinary business entertainment or gifts of an unsubstantial value, that are customary in local business relationships and permitted by Applicable Law) to Provider, any affiliate of Provider, nor any of its or their employees, officers, directors, or representatives acting on their behalf, in each case in connection with this Agreement.

13. Exclusion and Limitation of Liability

13.1. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, DAMAGE TO CUSTOMER EQUIPMENT, LOSS OF ANY DATA (INCLUDING BITCOINS), REGARDLESS OF THE FORM OF THE ACTION OR THE THEORY OF RECOVERY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER BASED UPON AN ACTION OR CLAIM IN CONTRACT, TORT, WARRANTY, NEGLIGENCE, INTENDED CONDUCT OR OTHERWISE (INCLUDING ANY ACTION OR CLAIM ARISING FROM THE ACTS OR OMISSIONS, NEGLIGENT OR OTHERWISE, OF THE LIABLE PARTY).

13.2. THE TOTAL AGGREGATE LIABILITY OF PROVIDER (FOR ANY AND ALL CLAIMS) FOR DIRECT DAMAGES UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL AMOUNT PAID BY CUSTOMER TO PROVIDER FOR THE SERVICES IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT(S) THAT FIRST GAVE RISE TO A CLAIM. PROVIDER SHALL NOT BE DEEMED TO BE A BAILEE IN RESPECT OF ANY CUSTOMER EQUIPMENT.

13.3. Notwithstanding anything in this agreement to the contrary, Provider's liability in connection with this Agreement for or arising from Provider's recklessness, gross negligence, fraud, or wilful misconduct shall be unlimited.

13.4. Notwithstanding anything in this Agreement to the contrary, Customer's liability in connection with this Agreement for or arising from : (i) Customer's recklessness, gross negligence, fraud, or wilful misconduct ; (ii) damage to the Facility, Provider's systems (including equipment), or any equipment of Provider's other customers, suppliers, contractors or other third parties caused by Customer, any Customer Representative, or Customer Equipment; (iii) Customer's breach of any of its representations or warranties under this Agreement, or of its confidentiality or intellectual property obligations hereunder; (iv) Customer's indemnification obligations hereunder; or (v) Customer's

breach of, or non-compliance with, the AUP or the Data Center Rules, shall, in each case, be unlimited in type and amount.

14. Force Majeure

A Party shall not be in breach of this Agreement and shall not be liable to the other Party for any loss or other damages suffered by reason of any failure or delay of such Party in the performance of its obligations hereunder due to a Force Majeure Event; provided that under no circumstances will a Force Majeure Event excuse any failure or delay in the performance of a Party's payment obligations hereunder.

If a Party becomes aware of circumstances in which a Force Majeure Event affects or will affect such Party's ability to perform any of its obligations hereunder, it shall notify the other Party in writing as soon as reasonably possible, specifying the nature of the Force Majeure Event and its effect on the performance of such Party's obligations hereunder.

15. Indemnity

Customer shall indemnify and hold harmless Provider, its affiliates, and each of its and their respective officers, stockholders, directors, employees, and agents (collectively, the "**Provider Indemnified Parties**") from and against any and all liabilities, obligations, losses, damages, allegations, claims, demands, suits, actions, deficiencies, penalties, charges, taxes, levies, fines, judgments, settlements, costs, expenses, interest, attorneys' fees and disbursements, and accountants' fees and disbursements (collectively, "**Losses**") or threatened Losses due to third-party claims arising out of or relating to any of the following: (i) Customer's breach of, or non-compliance with, any of its agreements with third parties, the AUP, the Data Center Rules, the Hardware Control EULA, or any of Customer's representations or warranties under this Agreement; (ii) actual or alleged infringement or misappropriation of any intellectual property right, including any patent, copyright, trademark, trade secret, or other intellectual property right related to Customer Equipment, including any acquisition, provision, or use of Customer Equipment, or Customer's use of the Hosting Services; (iii) Customer Equipment, including all software and firmware thereon, or Provider's acquisition, provision, or use of Customer Equipment in accordance with this Agreement, except to the extent directly related to the Hardware Control App or Hardware Control Software; (iv) Customer's violation of Applicable Law; or (v) Customer's use of the Hosting Services.

Customer's obligations under this Section 15 include claims arising out of the acts or omissions of any Customer representative or Customer's users, any other person to whom Customer has given physical or virtual access to the Customer Equipment, and any person who gains access to the Customer Equipment or any of Provider's systems or Provider's other customers as a result of Customer's failure to use reasonable security precautions, even if the acts or omissions of such persons were not authorized by Customer.

If Provider receives notice of a claim that is covered by this Section 16, Provider shall promptly give Customer written notice thereof. Provider shall be allowed to conduct the defense of such claim at any time, including choosing legal counsel to defend such claim, provided that such choice is reasonable and is communicated to Customer in writing. Customer shall comply with Provider's reasonable requests for assistance and cooperation in the defense of such claim. Provider shall not settle the claim without Customer's written consent, which may not be unreasonably withheld, delayed or conditioned. Customer shall pay costs and expenses due under this Section 15 as Provider incurs them. There shall be no express or implied requirement of a judgment, final judgment on the merits, or other event occurring prior to Customer paying Provider such costs and expenses as Provider incurs them.

In the event Provider notifies Customer in writing that Provider does not desire to defend, or to continue to defend, such claim, Customer shall defend such claim using legal counsel of Customer's choice, provided that such choice is reasonable and is communicated to Provider in writing. Customer shall not settle the claim without Provider's written consent.

IT IS THE INTENTION OF THE PARTIES THAT CUSTOMER PROVIDE INDEMNIFICATION RIGHTS TO A PROVIDER INDEMNIFIED PARTY IN ACCORDANCE WITH THE PROVISIONS OF THIS AGREEMENT EVEN FOR THE CONSEQUENCES OF THE INDEMNIFIED PARTY'S OWN NEGLIGENCE.

16. Term

The term of this Agreement will commence on the Effective Date and will continue until the expiration or termination of this Agreement in accordance with its terms (the "**Term**"). The Term may include, as applicable, the period between the Effective Date and the RFU Date, the Initial Term, and any Renewal Terms.

The Initial Term will commence on the RFU Date and will continue for the length of time indicated in the Key Terms. Neither Party shall have the right to terminate this Agreement prior to the end of the Initial Term; provided that each Party may terminate this Agreement for cause due to the occurrence of an applicable Termination Event.

If neither Party delivers Notice to the other Party at least three (3) months prior to the end of the Initial Term or then-current Renewal Term, then the Term shall be extended automatically for another twelve (12) months (each such twelve (12)-month period, a "**Renewal Term**").

Notwithstanding the foregoing or anything to the contrary, in no event shall the Term extend beyond the term of Provider's lease to the Facility. Upon the expiration or termination of such lease, the Term, if still in effect, shall be automatically terminated. To the extent applicable, Provider shall provide Customer with Notice of such expiration or termination, and of the resulting termination of this Agreement (i) at least three (3) months prior to such termination of this Agreement or (ii) as soon as practicable after Provider becomes aware of such termination of this Agreement, whichever is later.

17. Termination; Removal of Customer Equipment

17.1. Termination Events

Other than at the end of the Term, the non-breaching Party may terminate this Agreement upon the occurrence of one of the following events (each a "**Termination Event**"), as may be applicable to such non-breaching Party:

17.1.1. Payment Default

If a Party fails to make a payment to the other Party owed under this Agreement when due, unless such default is remedied within three (3) Business Days following the breaching Party's receipt of notice by the non-breaching Party of such failure.

17.1.2. Insolvency

If a Party is unable to pay its financial obligations when due, becomes subject to insolvency proceedings, applies for or institutes insolvency proceedings or offers or makes an arrangement with its creditors generally, or if a third-party applies for insolvency proceedings against such Party and such proceedings are not stayed or discharged within thirty (30) days, unless such proceeding is dismissed due to insufficiency of assets.

17.1.3. Material Breach

If a Party fails to perform or otherwise breaches a material obligation under this Agreement and such breach is either not susceptible to being cured or is not being cured within ten (10) Business Days after the breaching Party becomes aware of such breach. The Parties agree that any Force Majeure Event can never result in a material breach.

17.1.4. Service Level Defaults

If Provider suffers Service Level Defaults in three (3) consecutive months, in respect of which the Uptime during each such month was less than 80%.

17.2. Termination

Upon the occurrence of a Termination Event, the Party not having given rise to such Termination Event (the "**Non-Defaulting Party**") may terminate this Agreement with immediate effect as of the date set forth in a written notice thereof provided to the Defaulting Party.

17.3. Deinstallation and Removal of Customer Equipment

Customer (i) acknowledges that all Customer Equipment must be dismantled and removed from the Facility by the Termination Date and (ii) shall deliver to Provider (x) written shipping instructions for the Customer Equipment, (y) packaging materials suitable for the Customer Equipment, and (z) standard containers in which packaged Customer Equipment can be stored until it is shipped, in each case, in accordance with the following:

Within five (5) Business Days from receiving a Notice of termination from Customer, or having issued a notice of termination to Customer, Provider shall provide Customer with a written estimate of the number of days required for Provider to deinstall and package the Customer Equipment for shipment to Customer, and of the date on which such work is expected to begin (the "**Deinstallation Commencement Date**"). Provider shall use commercially reasonable efforts to begin such work on or around the Deinstallation Commencement Date, and in any event within a reasonable number of days from the Termination Date. In no event shall Provider begin deinstallation of the Customer Equipment prior to the Deinstallation Commencement Date. The period between the Deinstallation Commencement Date and the Termination Date is herein referred to as the "**Phase-out Period**."

During the Phase-Out Period Provider will deinstall the Customer Equipment, package it in Customer-provided packaging materials, and ship it to Customer in accordance with Customer's shipping instructions, all of which shall be at Customer's expense (at the Service Rates for Provider's work, and at the actual cost for all third party costs such as shipping). For the avoidance of doubt, all deinstallation must be performed by Provider, and Customer shall have no right to deinstall or remove Customer Equipment from the Facility.

During the Phase-out Period the Specified Power Draw will be adjusted downward on a straight-line basis, based on the assumption that an equal number of Hardware Units will be deinstalled on each Working Day during the Phase-out Period.

In the event Customer does not deliver the shipping instructions, packaging materials and containers to Provider in accordance with this Section 17.3, the deinstallation and removal of the Customer Equipment may be delayed beyond the Termination Date. To the extent such a delay occurs, all Hosting Charges shall be due and owing until such time as all Customer Equipment is deinstalled and removed from the Facility (for which Customer's provision of such instructions, materials and containers is a condition precedent). Provider will use commercially reasonable efforts to deinstall, remove and pack the Customer Equipment without damage; provided, however, that CUSTOMER HEREBY AGREES THAT EXCEPT FOR CLAIMS BASED ON PROVIDER'S RECKLESSNESS, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PROVIDER SHALL HAVE NO LIABILITY OF ANY KIND FOR, AND DOES HEREBY WAIVE AND RELEASE ANY CLAIM IN CONNECTION

WITH, ANY DAMAGE TO ANY HARDWARE UNIT, ANY SOFTWARE INSTALLED THEREON, AND ANY RIGHT TO MANUFACTURER WARRANTY SERVICE RELATING THERETO, ARISING OUT OF OR RESULTING FROM PROVIDER'S DEINSTALLATION, PACKAGING, AND SHIPMENT OF THE CUSTOMER EQUIPMENT.

At the request of the Customer, the Provider can dispose of the Customer Equipment for a fixed charge (the "**Disposal Charge**"). The Customer acknowledges that such Disposal Charge is dependent on environmental and other regulations applicable during the Phase-out Period. The Provider will inform the Customer of the Disposal Charge upon request after a Notice of termination has been issued under this Agreement.

18. Confidentiality

18.1. The Parties agree that Confidential Information shall be used solely for the purpose for which it was furnished in connection with the performance of this Agreement and that they shall each hold confidential all Confidential Information and not disclose it to any third-parties, except that the Parties may disclose Confidential Information to their affiliates, to their auditors and legal advisors and to such Customer Representatives who need access to Confidential Information to perform their duties in connection with this Agreement. At the expiration of the Term, the Parties shall return any Confidential Information to the disclosing party or destroy such Confidential Information.

18.2. Any disclosure of Confidential Information permitted by Section 18.1 shall only be to the extent that any person who Confidential Information is provided to needs to know the same for the performance of their duties, and shall only be under the condition that such person acknowledges and agrees to be bound by, the confidentiality obligation under this Section.

18.3. The restrictions set out in Sections 18.1 and 18.2 above shall not apply to Confidential Information that:

18.3.1. was previously known to the receiving Party, independent from any disclosure under or in connection with this Agreement and free from any obligation to keep confidential;

18.3.2. is or becomes generally available to the public other than as a (direct or indirect) result of any unauthorised disclosure by the receiving Party or its representatives;

18.3.3. is shown to have been independently developed by the receiving Party;

18.3.4. the Parties agree in writing need not be kept confidential;

18.3.5. is required to be disclosed by law or regulation or by an order of any Governmental Authority.

In the case of Section 18.3.5, the receiving Party shall, to the extent legally and practically possible, inform the disclosing Party of the information to be disclosed and the timing and circumstances of such disclosure, providing the disclosing Party with an opportunity to avoid and limit any such disclosure.

19. Notices

Any Party can give notice under this Agreement (each a "**Notice**") by sending an email or by mailing a physical writing by FedEx Priority Overnight or registered mail, return receipt requested, to the

applicable email or mailing address listed below; provided that any Termination Notice, and any notice for breach, indemnification, or other legal matter, shall be given by mailing a physical writing by FedEx Priority Overnight or registered mail, return receipt requested, to the applicable mailing address listed below, sending an electronic copy of said physical writing via email to the applicable email address listed below.

To Provider:

Address:	Whinstone US Corporation 2721 Charles Martin Hall Road Rockdale, Texas 76567, USA
email:	c.harris@whinstone.us
Attention:	Chad Everett Harris

To Customer:

Address:	Rhodium JV LLC 7546 Pebble Drive Fort Worth, Texas 76118
email:	[email address]
Attention:	[representative]

Notices by email are deemed received as of the time sent, and notices by mail (and all notices required to be by mail) are deemed received as of the time delivered. If such time does not fall within a Business Day, as of the beginning of the first Business Day following such time. For purposes of counting days for notice periods, the Business Day on which the notice is deemed received counts as the first day. Notices shall be given in the English language.

Either Party may change its notice addresses for future Notices by providing the other Party with Notice of such change.

20. Assignment; Subcontracting

This Agreement shall be binding upon, and shall inure to the benefit of, the permitted successors and assigns of each Party hereto. Neither Party may assign this Agreement, in whole or in part, without the prior written consent of the other Party, except that either Party may assign this Agreement, in whole or in part, to an affiliate or successor or wholly-owned subsidiary of such Party as part of a corporate reorganization or a sale of some or all of its business; provided that the assigning Party notifies the other Party of such assignment in writing.

Provider may use subcontractors or affiliates to perform some or all of its obligations under this Agreement; provided that Provider shall remain responsible under this Agreement for work performed by its subcontractors and affiliates to the same extent as if Provider had performed such work itself.

21. Right of Publicity; Use of Marks

Customer agrees that Provider may publicly disclose that it is providing Services to Customer and may use Customer's name and logo to identify Customer in promotional materials, including press releases. Customer may not issue any press release or publicity regarding the Agreement, use the Provider name or logo, or any other trademarks, service marks, or other identifying indicia, or publicly disclose that it is using the Services without first obtaining Provider's prior written approval of each such disclosure.

22. Governing Law; Arbitration

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES. THE AGREEMENT SHALL NOT BE GOVERNED BY THE UNITED NATIONS CONVENTION ON THE INTERNATIONAL SALE OF GOODS. ALL DISPUTES HEREUNDER, WHETHER BASED IN STATUTORY, CONTRACT OR TORT CLAIMS, SHALL BE SUBMITTED TO BINDING ARBITRATION. THE ARBITRATION SHALL BE CONDUCTED IN MILAM COUNTY, TEXAS, AND SHALL BE CONDUCTED IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION (THE "**AAA**") IN EFFECT AT SUCH TIME. THE ARBITRATION SHALL BE CONDUCTED BY ONE ARBITRATOR APPOINTED BY THE AAA, AND WHO IS SELECTED PURSUANT TO THE APPLICABLE RULES OF THE AAA. THE ARBITRATOR SHALL ISSUE A DECISION WITH FINDINGS OF FACT AND CONCLUSIONS OF LAW, AND ANY JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING APPROPRIATE JURISDICTION. EITHER PARTY MAY BRING AN ACTION IN ANY COURT OF COMPETENT JURISDICTION TO COMPEL SUCH ARBITRATION, OR TO ENFORCE A PROPERLY ENTERED ARBITRATION AWARD.

NO CLAIM MAY BE BROUGHT AS A CLASS OR COLLECTIVE ACTION. CUSTOMER SHALL NOT ASSERT SUCH A CLAIM AS A MEMBER OF A CLASS OR COLLECTIVE ACTION THAT IS BROUGHT BY ANOTHER CLAIMANT. EACH PARTY AGREES THAT IT SHALL NOT BRING A CLAIM UNDER THE AGREEMENT MORE THAN TWO (2) YEARS AFTER THE TIME THAT THE CLAIM ACCRUED.

23. Miscellaneous

23.1. Survival

The following provisions shall survive termination or expiration of this Agreement: Confidential Information, Indemnification, Limitation on Damages, Notice, Governing Law / Arbitration, Miscellaneous, all provisions requiring Customer to pay any amounts (i) owed for Services provided under this Agreement prior to the Termination Date or otherwise (ii) otherwise owed by Customer hereunder, and any other provisions of this Agreement that, by their nature, would continue beyond termination or expiration of this Agreement.

23.2. No Lease

This Agreement does not create any real property interest for Customer in the Customer Area or the Facility, and Customer shall not, shall not attempt to, and shall not encourage any third party to file or otherwise create any liens or other property interest or liability on the Facility or any portion thereof.

23.3. Independent Contractor

Each Party is an independent contractor to the other Party in connection with this Agreement, and personnel used or supplied by a Party in the performance of this Agreement shall be and remain employees or agents of such Party and under no circumstances shall be considered employees or agents of the other Party. Each Party shall have the sole responsibility for supervision and control of its personnel. Except with to the extent Provider purchases Hardware Units on Customer's behalf in accordance with this Agreement, Neither Party is an agent for the other Party, and neither Party has the right to bind the other Party in connection with any agreement with a third party.

23.4. No Third Party Beneficiaries

This Agreement is for the sole and exclusive benefit of the Parties hereto and their respective permitted successors and assigns. Nothing herein, express or implied, shall confer, or shall be construed to confer, any rights or benefits in or to any other person.

23.5. Remedies

The rights and remedies of either Party under this Agreement shall be cumulative and not exclusive or alternative.

23.6. Waiver

No failure or delay by either Party in requiring strict performance of any provision of this Agreement, no previous waiver or forbearance of the provisions of this Agreement by either Party, and no course of dealing between the Parties will in any way be construed as a waiver or continuing waiver of any provision of this Agreement.

23.7. Severability

In the event any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such provision will be enforced to the maximum extent possible under law and will, to the extent possible, be replaced by such enforceable provision most closely mirroring the Parties' intentions. All other provisions of this Agreement will remain unaffected by such invalidity or unenforceability and will remain in full force and effect. The Parties acknowledge and agree that the pricing and other terms in this Agreement reflect, and are based upon, the intended allocation of risk between the Parties and form an essential part of this Agreement.

23.8. Conflict

To the extent there is a conflict between or among the terms of this Agreement, the AUP, the Data Center Rules, and the Hardware Control EULA, the following shall be the order of precedence: (i) AUP; (ii) Hardware Control EULA; (iii) Agreement; (iv) Data Center Rules.

23.9. Interpretation

The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any Party. The words "include," "includes," and "including" (or similar terms) shall be deemed to be followed by the words "without limitation." The captions, titles, and section headings are for convenience only and are not intended to aid or otherwise affect the interpretation of this Agreement. The words "written" or "in writing" are used for emphasis in certain circumstances and shall not reduce or eliminate the notice requirements set forth in this Agreement. The use of a term defined herein in its plural form includes the singular and vice versa. The terms defined herein shall be inclusive of all tenses. All references to "days" shall be deemed to refer to calendar days, except as expressly stated otherwise.

23.10. Entire Agreement; Amendment

This Agreement is the only agreement between the Parties relating to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, and negotiations, whether written or oral, between the Parties relating to such subject matter. Unless otherwise expressly permitted in this Agreement, no modification, amendment, or waiver of this Agreement is effective or binding unless made in a writing that references this Agreement and is signed by both Parties.

The Key Terms and Services may be amended to modify, add, or remove Key Terms and Services by a writing that references this Agreement and that is signed by both Parties. In no event will the terms of Customer's purchase order or business form, or other standard or pre-printed terms that

Customer provides, be of any force or effect as between the Parties.

23.11. Counterparts

This Agreement and each exhibit or attachment hereto may be executed in counterparts, each of which shall constitute an original but all of which together shall constitute one and the same instrument, and if so executed in counterparts shall be enforceable and effective upon the exchange of executed counterparts or the exchange electronic transmissions of executed counterparts.

[Signature Page Follows.]

Rockdale, January 7, 2021

Chad Everett Harris

Whinstone US, INC

Rhodium JV, LLC

by: Cameron Blackmon

title: Manager

Annex 1

Services Rates

The hourly rates listed below include costs associated with essential equipment, such as cranes, heavy machinery, forklifts, hand tools, fuel, insurance, software, transportation, and handling. Provider will also handle administrative matters such as timekeeping, performance tracking, safety enforcement and incident response, payroll, and employee complaints.

Engineers

Lead Engineer - $425.00 per hour

Assistant Engineer - $250.00 per hour

Junior Engineer - $175.00 per hour

Administrators

Administrator - $135.00 per hour

Supervisors

Construction Supervisor - $85.00 per hour

Equipment Operation Supervisor - $85.00 per hour

Laborers

Skilled Laborers - $45.00 per hour

IT Service

Basic Remote Hand Service $70.00 per hour

Advance Remote Hand Service $140.00 per hour

Annex 2

50% Rev Share Payment

The "**50.0% Rev Share Payment**" as described in section 6.1 of this agreement shall be calculated based on what is effectively earnings before interest, taxes, depreciation, and amortization (EBITDA), adjusted for certain cashflow adjustments as indicated below. For avoidance of doubt in preparing such calculation, the formula and mechanical steps to calculate the **50.0% Rev Share Payment** shall be applied as follows:

- Step 1: Customer shall prepare its books and records based on its internal accounting policies and procedures for the Measurement Period in order to calculate Net Income.
- Step 2: Customer shall make certain tax adjustments, as prescribed by and in accordance with US tax law, to its Net Income in order to accurately estimate its annual federal, state and local tax liability for the Measurement Period ("Cash Tax Estimate").
- Step 3: Customer make certain deductions from Net Income for any forecasted working capital and capital expenditure needs (excluding dividends) of the Customer for the future ("Retained Cash").
- Step 4: Customer shall deduct from Net Income any contractual debt obligations service obligations Customer pays prior to the Lump Sum Hosting Payment ("Debt Service")
- Step 5: The result of Customer adjusting Net Income in Step 1 for steps 2, 3 and 4, shall be defined as the preliminary cash available for payment ("Preliminary-Cash-Available-For-Payment").

EXHIBIT G

WHINSTONE BUILDING C

WATER SUPPLY SERVICES AGREEMENT

This **WHINSTONE BUILDING C WATER SUPPLY SERVICES AGREEMENT** (this "**Agreement**") is hereby entered into, effective as of August 12, 2021 (the "**Effective Date**"), by and among Whinstone US Inc., a Delaware corporation ("**Whinstone**") and Rhodium Industries, LLC, a Delaware limited liability company ("**Rhodium**"), together with its affiliates, including: Rhodium JV LLC, a Delaware limited liability company; Rhodium 30MW LLC, a Delaware limited liability company; Rhodium Encore LLC, a Delaware limited liability company; Rhodium 2.0 LLC, a Delaware limited liability company; Jordan HPC LLC, a Delaware limited liability company; and Rhodium 10MW LLC, a Delaware limited liability company (collectively with Rhodium, the "**Rhodium Parties**"). Whinstone and the Rhodium Parties are hereinafter referred to collectively as the "**Parties**" and each, individually, as a "**Party**").

WHEREAS, Rhodium and Whinstone entered into that certain Hosting Agreement, dated effective as of December 31, 2020 (the "**Hosting Agreement**"), for Rhodium to deploy its cryptocurrency mining computers in Building C of the Whinstone data center facility located at 2721 Charles Martin Hall Road, Rockdale, Texas 76567 ("**Building C**"); and

WHEREAS, Rhodium now desires to secure, and Whinstone desires to supply, non-potable water for use in Building C from Whinstone's existing water supply source in the volume specified herein pursuant to the terms of this Agreement; and

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Incorporation of Recitals; Interpretation of Terms. The preceding recitals are incorporated by this reference into this Agreement as integral and material terms hereof. Unless otherwise defined in this Agreement, capitalized terms shall have the meanings as defined in the Hosting Agreement.

2. Water Supply Services. During the Term of this Agreement (as defined in Section 4), in exchange for Rhodium's payment of the Annual Water Reservation Fee (as defined in Section 3), Whinstone will provide Rhodium with access to a volume of approximately 200 gallons-per-minute of non-potable water at Building C, to be delivered at an average water pressure of thirty pounds per square inch (PSI), +/- 30 PSI, for use by Rhodium (the "**Water Supply Services**"). Rhodium's use of the Water Supply Services shall at all times comply with the AUP and the Data Center Rules, as the same may be amended from time to time.

3. Fees and Expenses. In consideration of Whinstone providing the Water Supply Services to Rhodium under the terms of this Agreement, Rhodium shall pay Whinstone the fees, costs, and expenses as follows:

(A) Annual Water Reservation Fee. To reserve the Water Supply Services, Rhodium shall pay to Whinstone, annually on the anniversary of the Effective Date, a non-refundable water reservation fee in the amount of $350,000.00 (the "**Annual Water Reservation Fee**"). The Annual Water Reservation Fee shall increase each year during the Term of this Agreement by the greater of either ten percent (10%) or the actual cost of delivering the Water Supply Services to Rhodium, provided, that if the Water Reservation Fee increases by an amount greater than ten percent (10%) because the actual cost of delivering the Water Supply Services to Rhodium is greater, Whinstone

shall provide reasonable supporting documentation sufficient to demonstrate Whinstone's actual cost of delivering the Water Supply Services to Rhodium.

(B) Reimbursement of Expenses. Rhodium shall reimburse Whinstone for all reasonable expenses incurred in the provision of the Water Supply Services, including costs and expenses incurred by Whinstone and its affiliates in connection with the maintenance of Building C. Whinstone shall provide Rhodium with an invoice for such expenses which shall be accompanied by reasonable supporting documentation. The amount owed in reimbursement of such expenses shall be due and payable within ten (10) days of receipt by Rhodium of the applicable invoice for such expenses.

(C) Taxes. Rhodium shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Rhodium hereunder and shall pay all such amounts when due; provided, that in no event shall Rhodium pay or be responsible for any taxes imposed on, or with respect to, Whinstone's income, revenues, gross receipts, personnel, or real or personal property, or other assets.

(D) Annual Invoices. Upon request, Whinstone shall provide an annual invoice to Rhodium setting forth the Annual Water Reservation Fee, the total annual reimbursable expenses (and any outstanding amount thereof), and the estimated tax liability due with respect to the amounts payable by Rhodium to Whinstone.

(E) Late Payments. All late payments of amounts due hereunder shall bear interest a rate equal to the lesser of 16% per annum or the highest rate permissible under Texas law, calculated daily and compounded monthly (the "**Default Interest**"). Rhodium shall also reimburse Whinstone for all reasonable costs incurred in collecting any late payments, including, without limitation, reasonable attorneys' fees. In addition to all other remedies available under this Agreement or at law (which Whinstone does not waive by the exercise of any rights hereunder), Whinstone shall be entitled to suspend the provision of any Water Supply Services if Rhodium fails to pay any amounts when due hereunder and such failure continues for ten (10) or more business days following written notice thereof.

4. Term and Termination.

(A) Term. The Term of this Agreement shall commence on the Effective Date and terminate as of the Termination Date of the Hosting Agreement, including any extensions thereof, unless earlier terminated by either or both of the Parties as set forth herein (the "**Term**").

(B) Termination. This Agreement shall automatically terminate upon the termination of the Hosting Agreement without further action by the Parties. Whinstone may terminate this Agreement, effective immediately upon delivery of written notice to Rhodium, if Rhodium fails to pay any amount when due hereunder and such failure to pay has continued for more than ten (10) business days following written notice thereof. Either Party may terminate this Agreement, effective immediately upon delivery of written notice to the other Party (the "**Defaulting Party**") of such termination, if the Defaulting Party:

(i) materially breaches this Agreement or the Hosting Agreement, or any other material agreement between the Parties, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within ten (10) business days after receipt of written notice of such breach;

(ii) becomes insolvent or admits its inability to pay its debts generally as they become due;

(iii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven days or is not dismissed or vacated within thirty (30) days after filing;

(iv) is dissolved or liquidated or takes any corporate action for such purpose;

(v) makes a general assignment for the benefit of creditors; or

(vi) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(C) Termination Payments. Upon the termination of this Agreement, all amounts outstanding hereunder shall be due and payable within ten (10) business days of the date of termination, and any unpaid amounts due hereunder after such date shall accrue interest at the Default Interest rate until paid in full.

(D) Effect of Termination. In the event the Hosting Agreement is terminated, this Agreement shall automatically terminate such that the termination of the Hosting Agreement shall automatically result in the termination of both agreements, except as specifically set forth herein or therein. The rights and obligations of the Parties set forth in Sections 4, 5, 6, 7 and 8 of this Agreement, and any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties, or otherwise.

5. Warranties. To the extent the Water Supply Services to be performed hereunder constitute "Services" under the Hosting Agreement, the applicable provisions of the Hosting Agreement with respect to the warranties extended by Whinstone and the liability of the Parties with respect to such Services are hereby incorporated by reference as if set forth herein in full. Any work to be done by or on behalf of Whinstone in connection with the provision of the Water Supply Services will be performed in a commercially reasonable, timely, and workmanlike manner in accordance with generally recognized commercial construction standards in Texas. Whinstone shall use reasonable commercial efforts to promptly cure any such breach; provided, that, if Whinstone cannot cure such breach within a reasonable time (but no more than thirty (30) days) after Rhodium's written notice of such breach, Rhodium may, at its option, terminate this Agreement by serving written notice of termination in accordance with Section 8(E). Whinstone's sole and exclusive liability and Rhodium's sole and exclusive remedy for breach of this warranty shall be as set forth in Section 6. RHODIUM HEREBY ACKNOWLEDGES AND AGREES THAT WHINSTONE MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN THIS SECTION 5, AND THAT ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

6. Exclusion and Limitation of Liability.

(A) NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, DAMAGE TO CUSTOMER EQUIPMENT, LOSS OF ANY DATA (INCLUDING BITCOINS), REGARDLESS OF THE FORM OF THE ACTION OR THE THEORY OF RECOVERY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER BASED UPON AN ACTION OR CLAIM IN CONTRACT, TORT, WARRANTY, NEGLIGENCE, INTENDED CONDUCT OR OTHERWISE (INCLUDING ANY ACTION OR CLAIM ARISING FROM THE ACTS OR OMISSIONS, NEGLIGENT OR OTHERWISE, OF THE LIABLE PARTY).

(B) THE TOTAL AGGREGATE LIABILITY OF WHINSTONE (FOR ANY AND ALL CLAIMS) FOR DIRECT DAMAGES UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL AMOUNT PAID BY RHODIUM TO WHINSTONE FOR THE WATER SUPPLY SERVICES IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT(S) THAT FIRST GAVE RISE TO A CLAIM.

7. Indemnification. Each of the Rhodium Parties, jointly and severally, shall indemnify and hold Whinstone, its affiliates, and each of its and their respective officers, stockholders, directors, employees, and agents (collectively, the "**Whinstone Indemnified Parties**") from and against any and all liabilities, obligations, losses, damages, allegations, claims, demands, suits, actions, deficiencies, penalties, charges, taxes, levies, fines, judgments, settlements, costs, expenses, interest, attorneys' fees and disbursements, and accountants' fees and disbursements (collectively, "**Losses**") or threatened Losses due to third-party claims arising out of or relating to any of the following: (i) the breach of, or non-compliance with, any and the Rhodium Parties' obligations under this Agreement, the Hosting Agreement, any agreements with third-parties, the AUP, the Data Center Rules, or any representations or warranties made by any of the Rhodium Parties under such agreements; (ii) actual or alleged infringement or misappropriation of any intellectual property right, including any patent, copyright, trademark, trade secret, or other intellectual property right related to Customer Equipment or the use of the Water Supply Services by any of the Rhodium Parties; (iii) Customer Equipment, including software and firmware thereon; (iv) any material violation of law by any Rhodium Party; or (v) the use of the Water Supply Services by any of the Rhodium Parties. The Rhodium Parties' obligations under this Section 7 include claims arising out of the acts or omissions of any representative of the Rhodium Parties or any other person with access to the Customer Equipment or any of Whinstone's systems or any of Whinstone's other customers, including any person gaining such access as a result of any failure by any of the Rhodium Parties to use reasonable security precautions, even if the acts or omissions of such persons were not authorized by any of the Rhodium Parties. Whinstone shall provide Rhodium with written notice of any claim(s) received that are covered by the indemnification right granted to the Whinstone Indemnified Parties under this Section 7; however, the Whinstone Indemnified Parties shall be allowed to conduct the defense of such claim at any time, including choosing legal counsel to defend such claim, provided that such choice is communicated to Rhodium in writing. The Rhodium Parties shall comply with the Whinstone Indemnified Parties' requests for assistance and cooperation in defense of such claim(s), and shall pay the Whinstone Indemnified Parties' costs due under this Section 7 as they are incurred. The Whinstone Indemnified Parities may resolve any such claim(s), including by reasonable settlement thereof, without the consent of any of the Rhodium Parties, and, for the avoidance of doubt, there shall be no express or implied requirement that a judgment or decree, whether final or preliminary, be entered for or against any of the Whinstone Indemnified Parties with respect to such claim(s), or that any other event occur after notice of such claim(s) is made to the Rhodium

Parties prior to their payment of the Whinstone Indemnified Parties' costs and/or expenses incurred in connection with any Losses pursuant to the Rhodium Parties' indemnification obligations under this Section

8. Miscellaneous.

(A) Entire Agreement; Modification. This Agreement, together with the Material Agreements and any related exhibits, schedules, attachments, and appendices, constitutes the entire understanding between the Parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the Parties, with respect to the subject matter hereof. This Agreement can only be modified by a written amendment signed by both Parties.

(B) Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(C) Assignment. Rhodium shall not assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Whinstone. Any purported assignment or delegation in violation of this Section 8(B) shall be null and void. No assignment or delegation shall relieve Rhodium of any of its obligations under this Agreement. Whinstone may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of Whinstone's assets without Rhodium's consent. All obligations contained in this Agreement shall extend to and be binding upon the Parties to this Agreement and their respective successors, assigns and designees.

(D) Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

(E) Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "**Notice**") must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier, or certified or registered mail (in each case, return receipt requested, postage prepaid), or via email (with read receipt obtained). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 8(E).

Notice to Rhodium:	4146 W US Hwy 79 Rockdale, TX 76567 Attention: Cameron Blackmon Email: cameronblackmon@rhodiummining.io
Notice to Whinstone:	2721 Charles Martin Hall Road Rockdale, TX 76567 Attention: Chad Harris, Chief Executive Officer Email: c.harris@whinstone.us

(F) Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(G) Choice of Law; Forum. This Agreement and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Texas, United States of America, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Texas. Each party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other party in any way arising from or relating to this Agreement, in any forum other than a state or federal court sitting in, or having jurisdiction over, Milam County, Texas, and any appellate court with jurisdiction over any appellate action arising from such court. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation, or proceeding only in such court. Each party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(H) WAIVER OF JURY TRIAL. EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(I) Force Majeure. Whinstone shall not be liable or responsible to Rhodium, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Whinstone including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war,

invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of thirty (30) days, Rhodium shall be entitled to give notice in writing to Whinstone to terminate this Agreement.

(J) Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary in Section 8(E) above, a signed copy of this Agreement delivered by email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties, each by their respective authorized representatives, have duly executed this Whinstone Building C Water Supply Services Agreement as of the Effective Date.

RHODIUM PARTIES:

Rhodium Industries LLC

By: _____
Cameron Blackmon, its Authorized Signatory

Rhodium JV LLC

By: _____
Cameron Blackmon, its Authorized Signatory

Rhodium 30MW LLC

By: _____
Cameron Blackmon, its Authorized Signatory

Rhodium Encore LLC

By: _____
Cameron Blackmon, its Authorized Signatory

Rhodium 2.0 LLC

By: _____
Cameron Blackmon, its Authorized Signatory

Jordan HPC LLC

By: _____
Cameron Blackmon, its Authorized Signatory

Rhodium 10MW LLC

By: _____
Cameron Blackmon, its Authorized Signatory

WHINSTONE:

Whinstone US Inc.

By: Chad Everett Harris
Chad Everett Harris (Aug 20, 2021 11:22 CDT)

Chad Harris, its Chief Executive Officer

Building C Water Serv Agmt 8.19.21 EXECUTABLE

Final Audit Report 2021-08-20

Created:	2021-08-20
By:	Cameron Blackmon (cameronblackmon@rhodiummining.io)
Status:	Signed
Transaction ID:	CBJCHBCAABAAe_wXrcXLZL3WoziiGJICboOihbiJSzrz

"Building C Water Serv Agmt 8.19.21 EXECUTABLE" History

Document created by Cameron Blackmon (cameronblackmon@rhodiummining.io)
2021-08-20 - 4:19:30 PM GMT- IP address: 107.194.108.213

Document emailed to Chad Everett Harris (c.harris@whinstone.us) for signature
2021-08-20 - 4:21:10 PM GMT

Email viewed by Chad Everett Harris (c.harris@whinstone.us)
2021-08-20 - 4:22:25 PM GMT- IP address: 8.2.195.194

Document e-signed by Chad Everett Harris (c.harris@whinstone.us)
Signature Date: 2021-08-20 - 4:22:47 PM GMT - Time Source: server- IP address: 8.2.195.194

Agreement completed.
2021-08-20 - 4:22:47 PM GMT

RHODIUM
POWERED BY Adobe Sign

EXHIBIT H

(owner)
To: 15044156669@s.whatsapp.net Chad Harris

Would be greatly appreciated, awesome news on the margin call what a win!

Participant	Delivered	Read	Opened
15044156669@s.whatsapp.net Chad Harris	4/6/2021 12:31:46 PM(UTC-5)		

Status: Delivered
Platform: Mobile

4/6/2021 12:31:45 PM(UTC-5)

Source Info:
Nathan's iPhone 15 Pro Max/mobile/Containers/Shared/AppGroup/group.net.whatsapp.WhatsApp.shared/ChatStorage.sqlite : 0xABE1AB (Table: ZWAMESSAGE; Size: 25038848 bytes)
Nathan's iPhone 15 Pro Max/mobile/Containers/Shared/AppGroup/group.net.whatsapp.WhatsApp.shared/ContactsV2.sqlite : 0x158C7 (Table: ZWAADDRESSBOOKCONTACT; Size: 561152 bytes)

From: 15044156669@s.whatsapp.net Chad Harris

its a huge win - they can keep the money - I just dont want a margin call

Status: Read
Platform: Web

4/6/2021 12:32:12 PM(UTC-5)

Source Info:
Nathan's iPhone 15 Pro Max/mobile/Containers/Shared/AppGroup/group.net.whatsapp.WhatsApp.shared/ChatStorage.sqlite : 0xABE0E4 (Table: ZWAMESSAGE; Size: 25038848 bytes)
Nathan's iPhone 15 Pro Max/mobile/Containers/Shared/AppGroup/group.net.whatsapp.WhatsApp.shared/ContactsV2.sqlite : 0x158C7 (Table: ZWAADDRESSBOOKCONTACT; Size: 561152 bytes)

From: 15044156669@s.whatsapp.net Chad Harris

so, basically I traded - credit on the bill for credit worthiness

Status: Read
Platform: Web

4/6/2021 12:32:52 PM(UTC-5)

Source Info:
Nathan's iPhone 15 Pro Max/mobile/Containers/Shared/AppGroup/group.net.whatsapp.WhatsApp.shared/ChatStorage.sqlite : 0xABFF7D (Table: ZWAMESSAGE; Size: 25038848 bytes)
Nathan's iPhone 15 Pro Max/mobile/Containers/Shared/AppGroup/group.net.whatsapp.WhatsApp.shared/ContactsV2.sqlite : 0x158C7 (Table: ZWAADDRESSBOOKCONTACT; Size: 561152 bytes)

From: 15044156669@s.whatsapp.net Chad Harris

which is more valuable

Status: Read
Platform: Web

4/6/2021 12:33:05 PM(UTC-5)

Source Info:
Nathan's iPhone 15 Pro Max/mobile/Containers/Shared/AppGroup/group.net.whatsapp.WhatsApp.shared/ChatStorage.sqlite : 0xABFEE8 (Table: ZWAMESSAGE; Size: 25038848 bytes)
Nathan's iPhone 15 Pro Max/mobile/Containers/Shared/AppGroup/group.net.whatsapp.WhatsApp.shared/ContactsV2.sqlite : 0x158C7 (Table: ZWAADDRESSBOOKCONTACT; Size: 561152 bytes)

CONFIDENTIAL INFORMATION

EXHIBIT I

WHINSTONE US, INC.
2721 Charles Martin Hall Road
Rockdale, Texas 76567

May 27, 2021

Rhodium 30MW LLC
Jordan HPC LLC
7546 Pebble Drive
Fort Worth, Texas 76118
Attention: Cameron Blackmon

Mr. Blackmon:

As you are aware of the events of the Winter Storm Uri that cause severe conditions in Texas from February 12, 2021, to February 25, 2021. I wanted to provide some background to how Whinstone US, INC managed the state of emergency.

Whinstone US, INC maintains a 10-year power contract with TXU in the ERCOT electrical grid demographics. During the week leading up to Storm Uri, we were in constant communication with our transmission partner Oncor, our retail electric provider TXU, and ERCOT. We received notification from our consultants, Priority Power Management, that Whinstone would be expected to "shed our load" if Governor Abbott issued a state of emergency to support life and health of Texas citizens.

The economics of the storm created uncertainty due to the lack of liquidity in ERCOT. Rather than argue over credits, Whinstone took the opportunity derisk our credit position with TXU. This strategy resulted in the cancellation of margins calls and establishing better credit terms with TXU.

Additionally, all Whinstone customers have received a credit that was equivalent to the bitcoin their operations would have earned during the period of the storm.

Sincerely,

WHINSTONE US, INC.

By: _____
Name: Chad Everett Harris
Title: Chief Executive Officer

EXHIBIT J

AMERICAN ARBITRATION ASSOCIATION
Commercial Arbitration

Case Number: 01-23-0005-7116

Rhodium JV LLC, Air HPC LLC, Rhodium 30MW LLC, Rhodium Encore LLC, Rhodium 2.0 LLC, Rhodium 10MW LLC, and Jordan HPC LLC
("Claimants" or singularly, a "Claimant")

v.

Whinstone US, Inc.
("Respondent")

ORDER GRANTING IN PART CLAIMANT'S APPLICATION FOR EMERGENCY RELIEF

CAME ON TO BE CONSIDERED Claimants' Application For Emergency Relief Pursuant To R-39 Of The AAA Commercial Rules ("Application") filed on or about February 15, 2024. Respondent filed a response ("Response") on or about February 29, 2024 and Claimants filed a reply ("Reply") on or about February 29, 2024.

An evidentiary hearing was held on the Application before the Emergency Arbitrator via Zoom videoconference on March 1, 2024 beginning at 9:00AM, Central time, and ending at 6:18PM, Central time, and continuing on March 2, 2024 beginning at 9:00AM, Central time, and ending at 2:25PM, Central time. Lead counsel John Stokes and counsel Todd Disher, Victor O'Connell, John Cohn, Colleen Smith and Will Thompson appeared for Claimants. Lead counsel Steven Lockhart and counsel Rob Slovak, Michael Thomas and Brandon Marx appeared for Respondent. Case Administrator Jared Flores participated on behalf of the American Arbitration Association ("AAA"). The following individuals were also in attendance: Patrick Wooding, Bridget Asay, Jaida Hodge-Adams, Nathan Nichols, Eric Brown, Brendan Cottrell, Kessha Spruill, Jeremy Yeglin, Tanya Durham, Eddie Klekar, Gerald Hartford, David Schatz, Charles Topping, and Nicholas Burnett.

Other than the Emergency Arbitrator, no one else participated in the hearing.

Claimants and Respondent each submitted numerous exhibits and called multiple witnesses to testify.

After due consideration of the Application, the Response, the Reply, all exhibits and witness testimony submitted by Claimants and by Respondent, and arguments presented at the hearing by Claimants and by Respondent, the Emergency Arbitrator has determined as follows:

1. Claimants and Respondent are or have been parties to at least twenty-two (22) agreements (collectively, "Agreements" and singularly an "Agreement") pursuant to which Claimants have conducted a large-scale Bitcoin cryptocurrency mining operation ("Operation") at and within that certain physical facility owned and operated by Respondent located in Rockdale, Texas ("Facility"). The two buildings within the Facility in which the Operation has been conducted are identified as "Building B" and "Building C".

2. Claimants are affiliated through common ownership. Claimant Air HPC LLC ("Air HPC") conducts the Operation in Building B through operating subsidiary and Claimant Jordan HPC LLC ("Building B Operating Subsidiary"). Claimant Rhodium JV LLC ("Rhodium JV") conducts the Operation in Building C

through operating subsidiaries and Claimants Rhodium 30MW LLC, Rhodium Encore LLC, Rhodium 2.0 LLC and Rhodium 10MW LLC ("Building C Operating Subsidiaries").

3. Claimants and Respondent are in dispute ("Dispute") concerning alleged breach of or lack of compliance with certain of the Agreements. The Dispute includes claims and counter-claims alleging failure to pay money owed or to provide financial credits owed.

4. Respondent through counsel sent to Rhodium JV and Air HPC a letter dated November 27, 2023 ("Termination Notice") citing alleged breaches of or failures to comply with the two (2) Hosting Agreements (see paragraphs 10 and 11 below) under which the Operation was conducted in Building B and Building C as basis for termination of those Agreements and one other Agreement. The Termination Notice had the effect of forcing shutdown of the Operation.

5. The Dispute was a subject of litigation at Cause No. CV-41873 in the 20th Judicial District Court in and for Milam County, Texas ("Litigation"). In that cause, Claimants sought and on or about December 12, 2023 were awarded temporary injunctive relief ("Court Injunction") against Respondent applicable to the Termination Notice to permit the Operation to continue while the Dispute is addressed. Respondent has filed an appeal of the Court Injunction that is pending. The court also ordered the Dispute into arbitration. Respondent's appeal of that order via application for writ of mandamus was denied.

6. Respondent then sent to Rhodium JV a letter dated January 12, 2024 ("Suspension Notice"). The Suspension Notice cited certain coolant leakage events at Building C as basis for suspension of electrical power and all other services (collectively, "Services") provided by Respondent in support of the Operation conducted in Building C by Rhodium JV and the Building C Operating Subsidiaries. The Suspension Notice has had the effect of forcing shutdown of the Operation conducted in Building C.

7. Claimants sought relief from the Suspension Notice in the Litigation, but the court declined to intervene on the basis that the Dispute had been ordered into arbitration where relief could be pursued.

8. Claimant initiated this arbitration through AAA to address the Dispute. As of the date of this Order, the process of selection of one or more arbitrator(s) to hear and decide the merits has commenced and is underway but no merits arbitrator has yet been appointed.

9. Via the Application, Claimants now seek in this arbitration on an emergency basis an award of injunctive relief to permit the Operation to continue while the Dispute is addressed. Respondent via the Response opposes such relief. Claimants have requested that AAA appoint an emergency arbitrator pursuant to AAA Commercial Arbitration Rule R-39 to hear and decide the matters addressed in the Application. AAA has appointed the Emergency Arbitrator for that purpose.

10. Air HPC and Respondent are parties to that certain Hosting Agreement dated December 31, 2020 ("Building B Hosting Agreement") under which Air HPC conducts the Operation in Building B through the Building B Operating Subsidiary. The Suspension Notice was not given pursuant to the Building B Hosting Agreement and had no effect on the Operation conducted in Building B. The Building B Hosting Agreement contains, among other things, an arbitration provision that incorporates AAA Commercial Arbitration Rules.

11. Rhodium JV and Respondent are parties to that certain Hosting Agreement dated December 31, 2020 ("Building C Hosting Agreement") under which Rhodium JV conducts the Operation in Building C through the Building C Operating Subsidiaries. The Suspension Notice was given pursuant to Section 7.1 of the Building C Hosting Agreement providing for suspension under specified conditions and had the effect of shutting down the Operation conducted in Building C. The Building C Hosting Agreement contains, among other things, an arbitration provision that incorporates AAA Commercial Arbitration Rules.

12. Respondent has raised issues concerning arbitrability and proper parties to this arbitration that will be heard and decided by one or more merits arbitrator(s) yet to be appointed. For purposes of this emergency proceeding, it is enough that Air HPC and Rhodium JV are proper parties to arbitration under existing arbitration agreements with Respondent that incorporate by reference AAA Commercial Arbitration Rules and thus are entitled to seek emergency relief pursuant to the Application.

13. The Operation conducted in Building B by Air HPC through the Building B Operating Subsidiary is not affected by the Suspension Notice. That Operation may have been affected by the Termination Notice, but the Court Injunction has mitigated such effect, at least until Respondent's pending appeal of same is decided. Such being the case, Air HPC cannot at present demonstrate that it will sustain immediate and irreparable loss or damage that cannot be remedied at law through award of money damages or that it will suffer extreme hardship unless Respondent is enjoined from actions pursuant to the Termination Notice and the Suspension Notice. Air HPC and the Building B Operating Subsidiary are not entitled to an award of emergency relief pursuant to the Application.

14. The Operation conducted in Building C by Rhodium JV through the Building C Operating Subsidiaries is affected by the Suspension Notice; that Operation has been shut down. That Operation also may have been affected by the Termination Notice, but the Court Injunction has mitigated such effect, at least until Respondent's pending appeal of same is decided. Such being the case, Rhodium JV cannot at present demonstrate that it will sustain immediate and irreparable loss or damage that cannot be remedied at law through award of money damages or that it will suffer extreme hardship unless Respondent is enjoined from actions pursuant to the Termination Notice, and thus Rhodium JV and the Building C Operating Subsidiaries are not entitled to an award of emergency relief pursuant to the Application with respect to the Termination Notice. However, Rhodium JV has demonstrated that it is entitled to emergency relief pursuant to the Application with respect to the Suspension Notice.

15. Rhodium JV has demonstrated that Rhodium JV, either directly or through the Building C Operating Subsidiaries, has one or more legal claims against Respondent and that it has a probable right to the relief sought. Further, Rhodium JV has demonstrated that it will sustain, directly and through the Building C Operating Subsidiaries, imminent and irreparable loss or damage that cannot be remedied at law through award of money damages and that it will suffer extreme hardship unless Respondent is enjoined from actions pursuant to the Suspension Notice and is required to restore and re-establish access to Building C and to Services in Building C at levels and otherwise as was the case immediately prior to the date of the Suspension Notice.

16. In short, Rhodium JV has demonstrated that, without such emergency relief, the Operation conducted in Building C will be and remain shut down causing Rhodium JV, directly and through the Building C Operating Subsidiaries, to (i) lose millions of dollars monthly, (ii) lose most or all of the skilled and trained staff conducting the Operation in Building C, (iii) suffer damage to or loss of equipment and other property located in Building C, (iv) lose opportunities for financing the Operation conducted in Building C, (v) suffer damage to relations with investors, lenders and others, (vi) lose most or all of the value of the multi-million dollar investment in the Operation conducted in Building C, (vii) suffer damage to goodwill and reputation, and (viii) become insolvent and cease business operations in the next few months. Rhodium JV has demonstrated that, in light of the foregoing, without such emergency relief it cannot survive long enough to pursue this arbitration of the Dispute to conclusion.

17. It is noted that Rhodium JV and the rest of Claimants are part of a larger Rhodium organization. The Operation conducted in Building C by Rhodium JV through the Building C Operating Subsidiaries constitutes a major investment by the Rhodium organization and is a major contributor of earnings and cash flow that spread throughout the larger Rhodium organization and upon which that organization depends. Thus the

effects of continued shutdown of that Operation will have a major adverse, and perhaps terminal, impact on the entire Rhodium organization.

18. Rhodium JV and the Building C Operating Subsidiaries have met the applicable standards for entry of injunctive relief.

19. Respondent has contended that certain instances of cooling fan failure and coolant leakage at Building C associated with the Operation conducted by Rhodium JV through the Building C Operating Subsidiaries along with certain conditions observed within Building C alleged to violate the federal Occupational Safety and Health Act ("OSHA") constitute dangerous conditions that justify Respondent's suspension of Services pursuant to Section 7.1 of the Building C Hosting Agreement causing shutdown of the Operation conducted in Building C. Respondent's contentions are not persuasive. The evidence shows that the cooling fan failure and coolant leakage incidents in question involved two (2) partially-contained spills of non-toxic non-corrosive non-conductive and generally non-hazardous biodegradable coolant mitigated promptly without injury to any person or property and that no adverse regulatory action was taken with respect to same. Further, the evidence shows that the alleged OSHA violations were not relied upon as a basis for the Suspension Notice but were only raised after the fact as partial justification for same, are easily mitigated, and have not been the subject of regulatory investigation or other action. In short, the cited events and circumstances did not meet the conditions for suspension pursuant to Section 7.1 of the Building C Hosting Agreement.

20. Therefore:

> The Application is GRANTED in favor of Rhodium JV and the Building C Operating Subsidiaries and Respondent is ENJOINED from taking any action pursuant to the Suspension Notice. Further, Respondent is ORDERED to restore and re-establish Rhodium JV's and the Building C Operating Subsidiaries' access to Building C and to Services at Building C at levels and otherwise as was the case immediately prior to the date of the Suspension Notice. Specifically, and without limiting the generality of the foregoing sentence, Respondent is ORDERED to (i) allow draw of up to 130 MW of electrical power at Building C for use in the Operation, (ii) allow personnel, vendors and agents to access Building C and conduct the Operation, and (iii) provide general maintenance, electrical maintenance, water system maintenance, water service, Internet service and security service at Building C for use in the Operation, all at levels and otherwise as was the case immediately prior to the date of the Suspension Notice.
>
> The Application is DENIED as to all other Claimants and in all other respects.

21. Claimants are subject to bonding requirements imposed pursuant to the Court Injunction. No additional bond or other security shall be required pursuant to this Order.

22. This Order shall be in force and effective immediately upon entry. This Order shall continue in force and effect unless and until (i) amended, altered, modified, lifted, dissolved or rescinded by subsequent order of the Emergency Arbitrator, (ii) amended, altered, modified, lifted, dissolved or rescinded by order of one or more merits arbitrator(s) duly appointed and qualified to serve in this arbitration, (iii) a final award is rendered in this arbitration by one or more merits arbitrator(s) duly appointed and qualified to serve, or (iv) this arbitration is finally concluded by agreement of the parties or otherwise in a manner not involving the rendering of a final award by one or more merits arbitrator(s) duly appointed and qualified to serve.

23. This Order is not and shall not be construed as a final order and is not intended to and does not resolve the Dispute. The Dispute will be heard and resolved by one or more merits arbitrator(s) duly appointed and qualified to serve in this arbitration. This Order is intended solely as a temporary and interim measure to protect and preserve the Operation conducted in Building C while the Dispute is addressed in this arbitration.

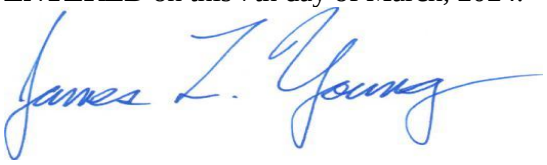
24. Pursuant and subject to the provisions contained in AAA Commercial Arbitration Rule R-39, the costs of AAA and compensation of the Emergency Arbitrator associated with the Application and this emergency proceeding shall be apportioned as follows:

One half to Claimants; and

One half to Respondent.

All other costs, expenses, attorney fees and other fees associated with the Application and this emergency proceeding shall be apportioned to the parties AS INCURRED.

ENTERED on this 7th day of March, 2024.



James L. Young, Emergency Arbitrator

EXHIBIT K

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	§	**Case No. 24-90448-ARP**
	§	
RHODIUM ENCORE LLC, *et al.*[1]	§	**Chapter 11**
	§	
Debtor.	§	
	§	

WHINSTONE'S OBJECTIONS AND RESPONSES TO DEBTORS' INTERROGATORIES, SET ONE

Pursuant to Federal Rules of Civil Procedure 26 and 33 (made by applicable to this matter by Federal Rules of Bankruptcy Procedure 7033 and 9014), Whinstone US, Inc. ("Whinstone") serves its Objections and Responses to Debtors' Interrogatories, Set One.

[1] The Debtors in these chapter 11 cases and the last four digits of their corporate identification numbers are as follows: Rhodium Encore LLC (3974), Jordan HPC LLC (3683), Rhodium JV LLC (5323), Rhodium 2.0 LLC (1013), Rhodium 10MW LLC (4142), Rhodium 30MW LLC (0263), Rhodium Enterprises, Inc. (6290), Rhodium Technologies LLC (3973), Rhodium Renewables LLC (0748), Air HPC LLC (0387), Rhodium Shared Services LLC (5868), Rhodium Ready Ventures LLC (8618), Rhodium Industries LLC (4771), Rhodium Encore Sub LLC (1064), Jordan HPC Sub LLC (0463), Rhodium 2.0 Sub LLC (5319), Rhodium 10MW Sub LLC (3827), Rhodium 30MW Sub LLC (4386), and Rhodium Renewables Sub LLC (9511). The mailing and service address of the Debtors in these chapter 11 cases is 2617 Bissonnet Street, Suite 234, Houston, TX 77005.

DATED: October 3, 2024

Respectfully submitted by:

/s/ J. Michael Thomas

Robert T. Slovak (TX 24013523)
Steven C. Lockhart (TX 24036981)
J. Michael Thomas (TX 24066812)
Mark C. Moore (TX 24074751)
Brandon C. Marx (TX 24098046)
FOLEY & LARDNER LLP
2021 McKinney Avenue, Suite 1600
Dallas, TX 75201
Telephone: (214) 999-3000
Facsimile: (214) 999-4667
rslovak@foley.com
slockhart@foley.com
jmthomas@foley.com
mmoore@foley.com
bmarx@foley.com

COUNSEL TO WHINSTONE US, INC.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on October 3, 2024, a true and correct copy of the above and foregoing document was served via ECF and/or email to counsel for the Debtors.

/s/ Brandon C. Marx
Brandon C. Marx

OBJECTIONS TO INSTRUCTIONS AND DEFINITIONS

1. Whinstone objects to Instruction No. 6 as not being required by the Federal Rules of Civil Procedure. Privilege logs are limited to "documents, communications, or tangible things not produced or disclosed" and do not concern interrogatories Fed. R. Civ. Proc. 26(a)(5)(A)(ii).

2. Whinstone objects to Instruction No. 7 as exceeding the Federal Rules of Civil Procedure and impermissibly seeking to include discrete subparts designed to exceed the number of interrogatories allowed. Whinstone will answer the Interrogatory after conducting a reasonable investigation of those individuals that are believed to have personal knowledge of the facts and circumstances to be provided in each Interrogatory.

3. Whinstone objects definitions of "You" and "Your" as overly broad, seeking information not reasonably calculated to discover relevant evidence, and seeking information outside of Whinstone's possession, custody, or control. Whinstone is not obligated to conduct an investigation for information in third-parties' possession, custody, and control. Whinstone will conduct a good-faith, reasonable investigation of its actual agents, employees, representatives, etc. that Whinstone believes have possession, custody, or control of responsive information.

4. Whinstone objects to the definition of "Documents" as being overbroad and calling for the investigation of "databases . . . accounts, records, backup and archival files, . . . and any drafts or versions thereof."

INTERROGATORIES

INTERROGATORY NO. 1:

For each of the Whinstone Contracts, identify whether You oppose assumption and the basis for any opposition, including whether and when You contend that the contract was terminated and whether You contend that the contract was superseded and/or replaced by a later contract.

RESPONSE:

Subject to its objections to instructions and definitions, Whinstone states that it is opposed to the assumption of the "Whinstone Contracts" listed in Exhibit 1 to Debtor's Supplemental Motion to Assume (ECF No. 32) as the December 31, 2020 Rhodium JV LLC and Air HPC LLC Hosting Agreements (the "December 2020 Agreements") superseded and/or replaced the prior hosting agreements at the time of the December 2020 Agreements' execution and all agreements were terminated months prior to Debtors filing their bankruptcy petitions.

INTERROGATORY NO. 2:

For any alleged payment defaults that You contend underlie the November 27, 2023 Notice of Termination, identify the amount of each alleged default and alleged defaulting entity, the amount to cure such alleged default, explain in detail Your methods of identifying and calculating such alleged defaults and the amount to cure the same, and state all facts and evidence underlying, warranting, justifying, or evidencing Your contention that a payment default occurred.

RESPONSE:

Whinstone objects to the phrase "state all facts and evidence underlying, warranting, justifying, or evidencing" as improper and lacks particularity. *E.g.*, *Lopez v. Don Herring Ltd.*, 327 F.R.D. 567, 576 (N.D. Tex. 2018). Whinstone will generally provide the factual basis for its answer. Whinstone also objects to the Interrogatory as calling for the production of information outside of its possession, custody, and control. Debtors possess the information necessary to completely calculate the amounts owed by Rhodium JV and Air HPC LLC under the December 2020 Agreements—some of which has been produced and some of which has not yet been produced due to Debtors' withholding and/or delay. Whinstone objects to the Interrogatory as prematurely calling for expert testimony. Thus, Whinstone will comply with the Court's scheduling order. Whinstone further objects to the Interrogatory as the burden of answering is

substantially the same for either party. As detailed below, Whinstone will refer to its various business records.

Subject to its objections to instructions and definitions and specific objections, Whinstone refers Debtors to the May 17, 2022 Notice of Default, April 28, 2023 Notice of Default, November 27, 2023 Notice of Termination, the parties' numerous email correspondence about Rhodium JV LLC and Air HPC LLC not paying the full amount of revenue share and invoice payments due under the December 2020 Agreements, and Whinstone's aged accounts receivables. Whinstone will further provide expert reports and testimony regarding the amount of payment defaults by Debtors.

INTERROGATORY NO. 3:

For any alleged payment defaults that You contend underlie the April 22, 2024 Notice of Termination, identify the amount of each alleged default and alleged defaulting entity, the amount to cure such alleged default, explain in detail Your methods of identifying and calculating such alleged defaults and the amount to cure the same, and state all facts and evidence underlying, warranting, justifying, or evidencing Your contention that a payment default occurred.

RESPONSE:

Whinstone objects to the phrase "state all facts and evidence underlying, warranting, justifying, or evidencing" as improper and lacks particularity. *E.g.*, *Lopez*, 327 F.R.D. at 576. Whinstone will generally provide the factual basis for its answer. Whinstone also objects to the Interrogatory as calling for the production of information outside of its possession, custody, and control. Debtors possess the information necessary to completely calculate the amounts owed by the various Debtor entities under the respective contracts they contend are still in effect (which is not the case)—some of which has been produced and some of which has not yet been produced due to Debtors' withholding and/or delay. Whinstone objects to the Interrogatory as prematurely calling for expert testimony. Thus, Whinstone will comply with the Court's scheduling order.

Whinstone further objects to the Interrogatory as the burden of answering is substantially the same for either party. As detailed below, Whinstone will refer to its various business records.

Subject to its objections to instructions and definitions and specific objections, Whinstone refers Debtors to the April 22, 2024 Notice of Termination, May 17, 2022 Notice of Default, April 28, 2023 Notice of Default, November 27, 2023 Notice of Termination, the parties' numerous email correspondence about Rhodium JV LLC and Air HPC LLC not paying the full amount of revenue share and invoice payments due under the December 2020 Agreements, and Whinstone's aged accounts receivables.

INTERROGATORY NO. 4:

For each alleged material breach that You contend underlies the April 22, 2024 Notice of Termination, identify the alleged material breach, the date the alleged material breach occurred, explain in detail the alleged breach, and state all facts and evidence underlying, warranting, justifying, or evidencing Your contentions that a breach occurred and that the alleged breach was material.

RESPONSE:

Whinstone objects to the phrase "state all facts and evidence underlying, warranting, justifying, or evidencing" as improper and lacks particularity. *E.g.*, *Lopez*, 327 F.R.D. at 576. Whinstone will generally provide the factual basis for its answer. Whinstone also objects to the Interrogatory as calling for the production of information outside of its possession, custody, and control. Debtors possess the information necessary to completely calculate the amounts owed by the various Debtor entities and identify all of the material breaches under the respective contracts Debtors contend are still in effect (which is not the case)—some of which has been produced and some of which has not yet been produced due to Debtors' withholding and/or delay. Whinstone objects to the Interrogatory as prematurely calling for expert testimony. Thus, Whinstone will comply with the Court's scheduling order. Whinstone further objects to the Interrogatory as the

burden of answering is substantially the same for either party. As detailed below, Whinstone will refer to its various business records.

Subject to its objections to instructions and definitions and specific objections, Whinstone refers Debtors to the January 12, 2024 Notice of Suspension, July 1, 2021 Notice of Violations and Suspensions of Services, April 22, 2024 Notice of Termination, May 17, 2022 Notice of Default, April 28, 2023 Notice of Default, November 27, 2023 Notice of Termination, the parties' numerous email correspondence about Rhodium JV LLC and Air HPC LLC not paying the full amount of revenue share and invoice payments due under the December 2020 Agreements, the parties' numerous email correspondence about certain Debtors' lack of maintenance—which resulted in oil spills and Texas Commission on Environmental Quality ("TCEQ"), Whinstone's aged accounts receivables, the parties' incident reports, the parties' numerous email correspondence about certain Debtors' failure to comply with the Data Access Rules and operate their operations in a professional and safe manner, documents evidencing the Debtors' insolvency, intercompany transfers, preference payments, and dilution of Whinstone's revenue share payments, and documents evidencing the liens impermissibly encumbering equipment.

INTERROGATORY NO. 5:

For each alleged insolvency that You contend underlies the April 22, 2024 Notice of Termination, explain in detail the alleged insolvency, the date the alleged insolvency occurred, and state all facts and evidence underlying, warranting, justifying, or evidencing Your contention that the alleged insolvency occurred.

RESPONSE:

Whinstone objects to the phrase "state all facts and evidence underlying, warranting, justifying, or evidencing" as improper and lacks particularity. *E.g.*, *Lopez*, 327 F.R.D. at 576. Whinstone will generally provide the factual basis for its answer. Whinstone also objects to the

Interrogatory as calling for the production of information outside of its possession, custody, and control. Debtors possess the information necessary to determine the true extent of Debtors' insolvency—some of which has been produced and some of which has not yet been produced due to Debtors' withholding and/or delay. Whinstone objects to the Interrogatory as prematurely calling for expert testimony. Thus, Whinstone will comply with the Court's scheduling order. Whinstone further objects to the Interrogatory as the burden of answering is substantially the same for either party. As detailed below, Whinstone will refer to its various business records.

Subject to its objections to instructions and definitions and specific objections, Whinstone refers Debtors to their financial statements (*e.g.*, RHOD-BK-00016037), intercompany loan transfers, amount of debt greater than assets, Debtors' inability to make payments as they come due, the temporary injunction orders Debtors three times obtained, TheMinerMag's August 7, 2024 article titled "Bitcoin Miner Rhodium in Distress Amid Loan Defaults," temporary injunction hearing transcripts and briefing in which Debtors affirmatively represented they would go out of business and had mismanaged their finances and operations, and Debtors' bankruptcy petitions and related filings. Whinstone will further provide expert reports and testimony regarding Debtors' insolvency.

INTERROGATORY NO. 6:

For any Whinstone Contract that You contend was superseded and/or replaced by a later contract, identify the later contract that You contend superseded and/or replaced the earlier contract, explain in detail the bases for Your contention that the earlier contract was superseded and/or replaced, and state all facts and evidence underlying, warranting, justifying, or evidencing Your contention that the earlier contract was superseded and/or replaced.

RESPONSE:

Whinstone objects to the phrase "state all facts and evidence underlying, warranting, justifying, or evidencing" as improper and lacks particularity. *E.g.*, *Lopez*, 327 F.R.D. at 576.

Whinstone will generally provide the factual basis for its answer. Whinstone also objects to the Interrogatory as impermissibly calling for a legal conclusion. Whinstone will limit the Interrogatory to concern which contracts superseded and/or replaced another contract.

Subject to its objections to instructions and definitions and specific objections, Whinstone states that, per Section 23.10 of the Rhodium JV LLC December 2020 Agreement, that contract superseded and/or replaced the twenty July 9, 2020 Hosting Agreements with Rhodium JV LLC and the July 7, 2020 Hosting Agreement with Rhodium 30MW LLC and, similarly, per Section 23.10 of the Air HPC December 2020 Agreement, that contract superseded and/or replaced the November 2, 2020 Hosting Agreement with Jordan HPC LLC. Moreover, the December 2020 Agreements are valid agreements intended to extinguish the prior obligations of the pre-December agreements and cover the same essential services, amount of power, and subject matter as the prior contracts.

INTERROGATORY NO. 7:

For any Debtor that You contend is presently in default on a payment obligation to You under any of the Whinstone Contracts, identify the contract under which the default occurred, the amount of each alleged default, the amount to cure such default, the alleged defaulting entity, the date each alleged default occurred, and explain in detail Your methods of identifying and calculating such alleged defaults and amount to cure the same, and state all facts and evidence underlying, warranting, justifying, or evidencing Your contention that a payment default occurred.

RESPONSE:

Whinstone objects to the phrase "state all facts and evidence underlying, warranting, justifying, or evidencing" as improper and lacks particularity. *E.g.*, *Lopez*, 327 F.R.D. at 576. Whinstone will generally provide the factual basis for its answer. Whinstone also objects to the Interrogatory as being duplicative of Interrogatory Nos. 2-3. Whinstone objects to the Interrogatory as calling for the production of information outside of its possession, custody, and

control. Debtors possess the information necessary to completely calculate the amounts owed by the various Debtor entities under the respective contracts they contend are still in effect (which is not the case)—some of which has been produced and some of which has not yet been produced due to Debtors' withholding and/or delay. Whinstone further objects to the Interrogatory as prematurely calling for expert testimony. Thus, Whinstone will comply with the Court's scheduling order. Whinstone objects to the Interrogatory as the burden of answering is substantially the same for either party. As detailed below, Whinstone will refer to its various business records.

Subject to its objections to instructions and definitions and specific objections, Whinstone refers Debtors to the April 22, 2024 Notice of Termination, May 17, 2022 Notice of Default, April 28, 2023 Notice of Default, November 27, 2023 Notice of Termination, the parties' numerous email correspondence about Rhodium JV LLC and Air HPC LLC not paying the full amount of revenue share and invoice payments due under the December 2020 Agreements, and Whinstone's aged accounts receivables. Whinstone will further provide expert reports and testimony regarding Debtors' payment defaults.

INTERROGATORY NO. 8:

For any Debtor that You contend is currently in breach of any of the Whinstone Contracts on grounds other than default on a payment obligation, identify the alleged breach, the date the alleged breach occurred, and explain in detail the alleged breach and whether You contend the breach is material, and state all facts and evidence underlying, warranting, justifying, or evidencing Your contentions.

RESPONSE:

Whinstone objects to the phrase "state all facts and evidence underlying, warranting, justifying, or evidencing" as improper and lacks particularity. *E.g.*, *Lopez*, 327 F.R.D. at 576. Whinstone will generally provide the factual basis for its answer. Whinstone also objects to the

Interrogatory as being duplicative of Interrogatory Nos. 2-3 and 7. Whinstone objects to the Interrogatory as calling for the production of information outside of its possession, custody, and control. Debtors possess the information necessary to completely calculate the amounts owed by the various Debtor entities under the respective contracts they contend are still in effect (which is not the case)—some of which has been produced and some of which has not yet been produced due to Debtors' withholding and/or delay. Whinstone further objects to the Interrogatory as prematurely calling for expert testimony. Thus, Whinstone will comply with the Court's scheduling order. Whinstone objects to the Interrogatory as the burden of answering is substantially the same for either party. As detailed below, Whinstone will refer to its various business records.

Subject to its objections to instructions and definitions and specific objections, Whinstone refers Debtors to the April 22, 2024 Notice of Termination, May 17, 2022 Notice of Default, April 28, 2023 Notice of Default, November 27, 2023 Notice of Termination, the parties' numerous email correspondence about Rhodium JV LLC and Air HPC LLC not paying the full amount of revenue share and invoice payments due under the December 2020 Agreements, and Whinstone's aged accounts receivables. Whinstone will further provide expert reports and testimony regarding Debtors' non-payment defaults.

INTERROGATORY NO. 9:

Identify all individuals within Whinstone US, Inc., Riot Blockchain, Inc., or Riot Platforms, Inc. who participated or had any involvement regarding, relating to, or concerning the Notices.

RESPONSE:

Whinstone objects to the Interrogatory as requesting information outside of Whinstone's possession, custody, and control. Whinstone and Riot are separate entities. Whinstone cannot

answer on behalf of Riot as to who may have been involved with the decision to issue the Notices.

Subject to its objections to instructions and definitions and specific objections, Whinstone states David Schatz, Heath Davidson, Eddie Klekar, Ryan Werner, Jeff McGonegal, William Jackman, Alex Travis, and Patrick Wooding.

INTERROGATORY NO. 10:

Identify all individuals within Whinstone US, Inc., Riot Blockchain, Inc., or Riot Platforms, Inc. who participated in or had any involvement regarding, relating to, or concerning Your determination that any Debtor is presently in default on a payment obligation to You under any of the Whinstone Contracts or Your contention that any Debtor is currently or was in breach of any of the Whinstone Contracts on grounds other than default on payment obligations.

RESPONSE:

Whinstone objects to the Interrogatory as requesting information outside of Whinstone's possession, custody, and control. Whinstone and Riot are separate entities. Whinstone cannot answer on behalf of Riot as to who may have been involved with the determination of the payment defaults.

Subject to its objections to instructions and definitions and specific objections, Whinstone states Jeff McGonegal, Ryan Werner, William Jackman, Alex Travis, and Patrick Wooding.

INTERROGATORY NO. 11:

Identify all contracts between You and any Debtor that You believe were in effect as of December 30, 2020 (*i.e.*, immediately prior to the signing of the Redemption Agreement and Rhodium JV Profit Share Agreement).

RESPONSE:

Whinstone objects to the Interrogatory as being vague and confusing in regard to scope. Whinstone interprets the Interrogatory to concern hosting agreements for Buildings B and C only.

Subject to its objections to instructions and definitions and specific objections, Whinstone states the twenty July 9, 2020 Hosting Agreements with Rhodium JV LLC, the July 7, 2020 Hosting Agreement with Rhodium 30MW LLC, and November 2, 2020 Colocation Agreement with Jordan HPC LLC.

INTERROGATORY NO. 12:

Identify by date, amount, and source all payments that You received from any Debtor entity during the relevant time period.

RESPONSE:

Whinstone further objects to the Interrogatory as the burden of answering is substantially the same for either party. As detailed below, Whinstone will refer to its various business records.

Subject its objections to instructions and definitions and specific objections, Whinstone refers Debtors to Whinstone's accounts receivables statements. *E.g.*, WHIN_0025646.

INTERROGATORY NO. 13:

Identify the name, address, and contact information for each and every Qualified Scheduling Entity that has sold or submitted offers to sell electricity and/or ancillary services in any ERCOT market (including but not limited to the Day-Ahead Market and Real-Time Market) on Your behalf or on behalf of any entity operating at the Rockdale Site.

RESPONSE:

Whinstone objects to the Interrogatory as being overly broad and seeking irrelevant information. The selling of electricity and provision of ancillary services related to any other building or entity than those for certain Debtors have no bearing on a claim or defense in this case. Whinstone will limit the Interrogatory to concern the selling of electricity and provision of ancillary services for certain Debtors' operations at Buildings B and C.

Subject its objections to instructions and definitions and specific objections, Whinstone states Priority Power Management, 2201 E. Lamar Blvd., Suite, 275, Arlington, Texas 76006.

INTERROGATORY NO. 14:

Identify each electricity meter currently in use or previously in use at the Rockdale Site and specify the source of the electricity being metered and the ESI ID for each meter; the use of the electricity being metered; what entity or entities have access to the meter's data, including usage data; and whether the meter is accessed as part of any ERCOT settlement program.

RESPONSE:

Whinstone objects to the Interrogatory as being overly broad, seeking irrelevant information, and not being proportional to the needs of the case. The identification of each and every electricity meter at Whinstone's Rockdale facility that has been in use or ever used has no bearing on a claim or defense in this case. Whinstone will limit the Interrogatory to the amount of energy provided to certain Debtors at Buildings B and C. Whinstone further objects to the Interrogatory as the burden of answering is substantially the same for either party. As detailed below, Whinstone will refer to its various business records.

Subject its objections to instructions and definitions and specific objections, Whinstone refers Debtors to the various TXU statements and data and power consumption reports produced in this case. *E.g.*, WHIN_0000695.

INTERROGATORY NO. 15:

For every Request for Admission answer that is not an unqualified admission, state the basis for your denial.

RESPONSE:

Whinstone objects to the Interrogatory as comprising tens of subparts and violating the number of interrogatories permitted by Federal Rule of Civil Procedure 33.

Subject its objections to instructions and definitions and specific objections, Whinstone refers Debtors to the reasons stated in Whinstone's responses and objections to Debtors Requests for Admission and incorporates by reference its responses to Interrogatory Nos. 1-8.

INTERROGATORY NO. 16:

Identify all of the resource entities, along with the buildings they are associated with at the Rockdale Site, associated with the sale or offer to sell electricity and/or ancillary services in any ERCOT market (including but not limited to the Day-Ahead Market and Real-Time Market) on Your behalf or on behalf of any entity operating at the Rockdale Site.

RESPONSE:

Whinstone objects to the Interrogatory as violating the number of interrogatories permitted by Federal Rule of Civil Procedure 33 due to the number of discrete subparts in Interrogatory No. 15. Whinstone also objects to the Interrogatory as being overly broad, seeking irrelevant information, and not being proportional to the needs of the case. The issue in this dispute is the parties' contractual obligations under applicable contracts. What happens at other buildings has no bearing on a claim or defense in this case. Whinstone will limit the Interrogatory to concern certain Debtors' operations at Buildings B and C.

Subject its objections to instructions and definitions and specific objections, Whinstone states Priority Power Management is the QSE and SNDSW_LD1 covered Buildings B and C from 2020 to the latter part of 2022, at which point in time Building C became the sole building covered by SNDSW_LD1 and Building B was covered by SNDSW_LD10.

INTERROGATORY NO. 17:

For the time period October 1, 2020 through today, identify, by hour, the amount in megawatts and type of Ancillary Services awarded to the Resource Entity associated with Building C at the Rockdale Facility.

RESPONSE:

Whinstone objects to the Interrogatory as violating the number of interrogatories permitted by Federal Rule of Civil Procedure 33 due to the number of discrete subparts in Interrogatory No. 15. Whinstone also objects to the Interrogatory as the burden of answering is

substantially the same for either party. As detailed below, Whinstone will refer to its various business records.

Subject its objections to instructions and definitions and specific objections, Whinstone refers Debtors to the Priority Power Management reports produced in this case. *E.g.*, WHIN_0032823.

INTERROGATORY NO. 18:

For the time period October 1, 2020 through today, provide the time periods in which ERCOT called on the awarded Ancillary Services identified in Interrogatory No. 18 to be deployed, and the amount of deployment requested and actually provided.

RESPONSE:

Whinstone objects to the Interrogatory as violating the number of interrogatories permitted by Federal Rule of Civil Procedure 33 due to the number of discrete subparts in Interrogatory No. 15. Whinstone also objects to the Interrogatory as being nonsensical because it refers to itself and cannot be answered. Whinstone presumes the Interrogatory is referring to Interrogatory No. 17. Whinstone also objects to the Interrogatory as the burden of answering is substantially the same for either party. As detailed below, Whinstone will refer to its various business records.

Subject its objections to instructions and definitions and specific objections, Whinstone refers Debtors to the Priority Power Management reports produced in this case. *E.g.*, WHIN_0032823.

INTERROGATORY NO. 19:

Identify all individuals who have participated in conversations at Whinstone U.S., Inc., Riot Blockchain, Inc., or Riot Platforms, Inc. regarding, relating to, or concerning any decision to remove Legacy Hosting Customers from the Rockdale Site or any decision to terminate any agreement with Legacy Hosting Customers, the dates those conversations occurred, and whether those conversations occurred orally or in writing.

RESPONSE:

Whinstone objects to the Interrogatory as violating the number of interrogatories permitted by Federal Rule of Civil Procedure 33 due to the number of discrete subparts in Interrogatory No. 15. Whinstone objects to the Interrogatory as requesting information outside of Whinstone's possession, custody, and control. Whinstone and Riot are separate entities. Whinstone cannot answer on behalf of Riot as to who may have been involved with the decision to issue the Notices. Whinstone also objects to the Interrogatory as being overly broad, seeking irrelevant information, and not being proportional to the needs of the case. Any dispute Whinstone may have with other Legacy Hosting Customers concern alleged breaches of contract between those entities and Whinstone. *See, e.g.*, Fourth Am. Compl. (Oct. 19, 2023) at Cause of Action (Breach of Contract) (ECF No. 106). Those allegations do not make it or less probable that certain Debtors breached their respective contracts with Whinstone here. *E.g., BNSF Ry. Co. v. Panhandle N. R.R. LLC*, No. 4:16-CV-01061-O, 2018 WL 4076487, at *2 (N.D. Tex. Jan. 11, 2018) ("Agreements and communications with non-party competitors are unlikely to be relevant to litigation of a contract dispute, as the other contracts would have been negotiated separately, contain different terms, and derive from different underlying circumstances."); *Dizdar v. State Farm Lloyds*, No. 7:14-CV-402, 2015 WL 12780640, at *5 (S.D. Tex. Jan. 21, 2015) ("The Court will not allow Plaintiffs to fish into unrelated third-party matters because that information cannot reasonably support whether *Plaintiffs'* claims were undervalued. Even if Plaintiffs were to establish an ostensible pattern or practice of undervaluation of claims in the Rio Grande Valley, it would not prove that this individual claim was undervalued.") (emphasis in original); *U.S. v. Austin Radiological Ass'n*, No. A-10-CV-914-AWA, 2013 WL 1136668, at *11 (W.D. Tex. Mar. 18, 2013) (holding plaintiff's job performance history at prior employers was

irrelevant to proving her retaliation claim against defendant employer), *order clarified sub nom. U.S. ex rel. Simms v. Austin Radiological Ass'n*, 292 F.R.D. 378 (W.D. Tex. 2013).

INTERROGATORY NO. 20:

Identify Your good faith basis, if any, for suing Rhodium Renewables, LLC, on July 19, 2024, in Tarrant County, Texas, in Cause No. 153-354718-24.

RESPONSE:

Whinstone objects to the Interrogatory as violating the number of interrogatories permitted by Federal Rule of Civil Procedure 33 due to the number of discrete subparts in Interrogatory No. 15. Whinstone objects to the Interrogatory as calling for a legal conclusion and demanding the production of privileged information. Whinstone also objects to the Interrogatory as being overly broad, seeking irrelevant information, and not being proportional to the needs of the case. Suing Rhodium Renewables LLC in a separate proceeding has no bearing on whether or not the contracts at-issue with entities other than Rhodium Renewables LLC may be assumed.

INTERROGATORY NO. 21:

Identify what you contend to be the subject matter of the Whinstone Building C Water Supply Service Agreement executed on August 20, 2021.

RESPONSE:

Whinstone objects to the Interrogatory as violating the number of interrogatories permitted by Federal Rule of Civil Procedure 33 due to the number of discrete subparts in Interrogatory No. 15. Whinstone objects to the Interrogatory as calling for a legal conclusion. The contract speaks for itself.

INTERROGATORY NO. 22:

Does "Riot's 345MW Long-Term 24/7 Fixed-Price Power Contract" referenced in Riot Platforms, Inc.'s April 18, 2024 Investor Presentation (available at https://d2ghdaxqb194v2.cloudfront.net/2865/193757.pdf) include the power that is the subject

matter of the Base Contract for Supply of Electricity entered into by Whinstone US Inc. and Txu Energy Retail Company LLC on or about May 11, 2020?

RESPONSE:

Whinstone objects to the Interrogatory as violating the number of interrogatories permitted by Federal Rule of Civil Procedure 33 due to the number of discrete subparts in Interrogatory No. 15. Whinstone objects to the Interrogatory as requesting information outside of Whinstone's possession, custody, and control. Whinstone and Riot are separate entities. Whinstone cannot answer on behalf of Riot as to what is being referenced. The document speaks for itself.

INTERROGATORY NO. 23:

Explain in detail the methodology that You use to allocate power credits to Bitcoin mining and/or other operations as reported in Your financial statements. Include in Your response any changes made to this allocation since October 1, 2020.

RESPONSE:

Whinstone objects to the Interrogatory as violating the number of interrogatories permitted by Federal Rule of Civil Procedure 33 due to the number of discrete subparts in Interrogatory No. 15. Whinstone objects to the Interrogatory as being vague and ambiguous as to "other operations reported in Your financial statements." Whinstone will limit the Interrogatory to concern power credits only.

Subject its objections to instructions and definitions and specific objections, Whinstone states that power credits are determined by examining the amount identified on the monthly TXU invoice. *E.g.*, WHIN_0033075.

INTERROGATORY NO. 24:

Explain in detail, with all supporting calculations, how You calculated the estimated $24.2 million in power credits and $7.4 million in demand response credits referenced in press releases

from Riot Platforms Inc. dated September 6, 2023 (available at https://www.riotplatforms.com/riot-announces-august-2023-production-and-operations-updates/) and September 8, 2023 (available at https://www.riotplatforms.com/riot-responds-to-recent-inquiries-regarding-its-power-strategy/).

RESPONSE:

Whinstone objects to the Interrogatory as violating the number of interrogatories permitted by Federal Rule of Civil Procedure 33 due to the number of discrete subparts in Interrogatory No. 15. Whinstone objects to the Interrogatory as requesting information outside of Whinstone's possession, custody, and control. Whinstone and Riot are separate entities. Whinstone cannot answer as to how Riot calculated the amounts put in its own press releases. The document speaks for itself.

INTERROGATORY NO. 25:

Explain in detail, with all supporting calculations, how You calculated the values for "hedge optimization," "economic curtailment," "ancillary services," and "4CP transmission savings" provided at page 24 of Riot Platforms, Inc.'s April 18, 2024 Investor Presentation (available at https://d2ghdaxqb194v2.cloudfront.net/2865/193757.pdf).

RESPONSE:

Whinstone objects to the Interrogatory as violating the number of interrogatories permitted by Federal Rule of Civil Procedure 33 due to the number of discrete subparts in Interrogatory No. 15. Whinstone objects to the Interrogatory as requesting information outside of Whinstone's possession, custody, and control. Whinstone and Riot are separate entities. Whinstone cannot answer as to how Riot calculated the amounts put in its investor presentations. The document speaks for itself.