

EQUIPMENT PURCHASE AGREEMENT

THIS EQUIPMENT PURCHASE AGREEMENT ("Agreement") is entered into between Central Mining LLC, a Delaware limited liability company ("Central Mining") and _____ ("Purchaser") (collectively referred to as "Parties") as of the date of last execution thereof:

WHEREAS Central Mining has in its possession ("Acquired Goods"), or will hereafter acquire ("After acquired Goods") certain equipment.

WHEREAS Purchaser desires to purchase the equipment, more specifically described in any placed order on the terms and conditions set forth in this Agreement.

NOW THEREFORE, the Parties agree to be bound, on to the other, as follows:

1. **Acquired Goods.** Acquired Goods are defined as those Goods sold to Purchaser by Central Mining that are in Central Mining's possession and control at the time of execution of this Agreement. This Section, Section One and all subparts apply only to the purchase of Acquired Goods by Purchaser from Central Mining. If Purchaser is making a purchase as to After Acquired Goods, the terms contained in Section Two shall control.

1.1. **Description and Quantity.** If elected by the Purchaser at the time of the order, Central Mining shall transfer and deliver to Purchaser, and Purchaser shall accept and pay for the Equipment and made part hereof ("Goods").

1.2. **Delivery; Risk of Loss.** Central Mining shall deliver the Goods to Purchaser at the delivery destination address specified at the time of the order. Seller shall use commercially reasonable efforts to deliver the Goods on the estimated delivery date set forth at the time of the order, or within a reasonable time thereafter. Central Mining shall not be held liable to Purchaser or any other party for any failure or delay in the delivery of the Goods. Purchaser shall pay Central Mining the reasonable cost of packaging the Goods. Shipment of Goods under this Agreement shall be F.O.B. Central Mining's warehouse or related facility. The title and risk of loss will pass F.O.B. Central Mining's shipping point.

1.3. **Price; Payment.** Purchaser shall pay Purchaser the price for the Goods as listed on the order. Except as otherwise set forth on the order, payment shall be made in full at the time of delivery, in cash or by certified check. The price for the Goods covered by this Agreement excludes all transportation costs, freight, insurance, and special handling and packaging, or any required federal, state, or local sales or other taxes (except for taxes based on Seller's net income), duties, export or custom charges, VAT charges, brokerage, or other fees, for which Customer/Buyer shall be fully responsible.

2. **After Acquired Goods.** After Acquired Goods are defined as those Goods sold to Purchaser by Central Mining that are not currently in the possession or control of Central Mining at the execution of this Agreement but will be acquired by Central Mining after execution of this Agreement. This Section, Section Two applies only to the purchase of After Acquired Goods by Purchaser from Central Mining.

2.1. Steps for Purchase.

2.1.1. Purchaser must execute this Agreement, which shall be treated as an irrevocable offer to Purchase the Goods described in the order.

2.1.2. After execution of this Agreement, Purchaser must pay the Estimated Price indicated on the order within 24 hours. This Payment shall be considered a "deposit".

2.1.3. Central Mining will take commercially reasonable efforts to acquire the Goods described in the order within a reasonable time, and in accordance with any Estimated Delivery Date, and Estimated Pricing indicated on the order.

2.1.4. When Central Mining takes possession of the Goods, the irrevocable offer indicated in Section 2.1.1. shall be deemed accepted by Central Mining and Central Mining shall indicate the final price to be charged for the Goods at the point of acceptance.

2.2. **Payment not Acceptance.** The Parties Agree and understand that receipt of and/or acceptance of Payment by Central Mining for the Goods does not amount to a legal acceptance of the irrevocable offer made by Purchaser in Section 2.1.1. Instead, the Payment received in accordance with Section 2.1.1 shall be considered a nonrefundable deposit.

2.3. **Unavailability.** Both Parties agree that in the case of product unavailability, Central Mining has the right to cancel, decline, or otherwise terminate the Agreement (irrevocable offer) without any penalty or liability, and without return of any payment made in accordance with Paragraph 2.1.2.

2.4. **Irrevocability of Offer.** Purchaser acknowledges that its offer made in accordance with Paragraph 2.1.1. is "irrevocable" and cannot be canceled by the Purchaser, and the Goods ordered

are neither returnable nor refundable. Any sum paid to Central Mining is not subject to abatement, set-off, claim, adjustment, reduction, or defense for any reason. Any down payment made by Purchaser for the Goods in accordance with Paragraph 2.1.2. is nonrefundable.

2.5. No refund. Central Mining shall not be required under any circumstances to refund any or all of the deposit paid by Purchaser in accordance with Section 2.1.2. This provision is applicable regardless of whether Purchaser receives the Goods subject to this Agreement.

3. Disclaimer of Express and Implied Warranties as to all Goods. Central Mining warrants that the Goods are as described in this Agreement, but no other express warranty is made with respect to the Goods. If any model or sample shown to Purchaser, that model or sample was used merely to illustrate the general type and quality of the Goods and not to represent that the Goods would necessarily conform to the model or sample.

THE GOODS SOLD UNDER THIS AGREEMENT ARE PURCHASED BY THE PURCHASER ARE "AS IS" AND "WITH ALL FAULTS" AND SELLER DOES NOT PROVIDE ANY WARRANTY FOR THE GOODS, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES THAT THE GOODS ARE OF MERCHANTABLE QUALITY OR THAT THE GOODS CAN BE USED FOR ANY PARTICULAR PURPOSE.

4. Disclaimer of Efficacy. Purchaser acknowledges and agrees that the goods provided by Central Mining do not guarantee any cryptocurrency mining time, and Central Mining shall not be liable to Purchaser for any cryptocurrency mining time loss or mining revenue loss that are caused by downtime of any part or component of the Goods. Central Mining does not warrant that the Goods will meet the Purchasers expectations or requirements or that the Goods will be uninterrupted, or error free. As indicated in Paragraph 3, Central Mining makes no warranties of any kind to Purchaser with respect to the Goods and no warranties of any kind, whether written, oral, express, implied, or statutory including warranties of merchantability, fitness for a particular purpose, or non-infringement or arising from course of dealing or usage in the trade shall apply.

5. Taxes. Purchaser shall pay or reimburse Central Mining for all taxes levied on or assessed against the amounts payable hereunder. If payment is subject to withholding the Purchaser shall pay such additional amounts as necessary to ensure that Central Mining receives the full amount it would have received had payment not been subject to such withholding. For clarification, if Duty taxes, Customs Fees, and other Transportation or Holding costs or any other applicable taxes will be charged to the Purchaser, it will be indicated in the order, and any amount due (if known and to the extent known at the time of execution) will be included.

6. Delay in Delivery. Central Mining shall not be responsible for any delivery delay caused by the Purchaser or any third party, including, but not limited to the carrier, the customers, and the import brokers, nor shall it be liable for damages, whether direct, indirect, incidental, consequential, or otherwise, for any failure, delay, or error in delivery of the Goods for any reason.

7. Unavailable Goods. In the event that Goods, which are subject to this Agreement become unavailable, Central Mining may cancel this Agreement with ten (10) days' notice and retain fifty (50) percent of the Deposit paid by Purchaser under Section 2.1.1. Central Mining shall be solely responsible for determining whether Goods are "unavailable" and may use reasonable efforts to find replacement, or substantially similar Goods in lieu of cancellation, in its discretion.

8. Loss. Central Mining shall not be responsible to Purchaser for any loss of the Goods, personal injury, property damage, or other damage or liability caused by the Goods or the transportation of the Goods either to the Purchaser or third parties, or theft of the Goods during transportation.

9. Discontinue. Central Mining has the right to discontinue the sale of the Goods and to make changes to its Goods at any time, without prior approval.

10. Review Period. Purchaser shall have forty-eight (48) hours to inspect, review, and otherwise ensure that the Goods are compliant with the order. Once the Inspection Period has expired, the Goods shall be deemed to be in full compliance with this Agreement and the order.

11. Purchaser Warranties. The Purchase makes the following warranties to Central Mining:
11.1. Purchaser has full authority to own its assets and carry on its Business.
11.2. Purchaser has the power and authority to perform and deliver and authorize all acts necessary or required by this Agreement.

11.3. The performance of this Agreement will not conflict with any applicable law, its constitutional documents, or any agreement binding upon it or any of its assets.
All authorizations required or desirable to enter this agreement, to ensure this agreement is enforceable have been effectuated.

12. Indemnification. Purchaser shall, during the term of this Agreement and at any time thereafter indemnify and save Central Mining and/or its affiliates harmless from any and all damages,

suits, claims, judgments, liabilities, losses, fees, costs, or expenses of any kind, including legal fees, whatsoever arising out of or incidental to the Goods pursuant to this Agreement.

13. Limitation on Liability. Central Mining's liability under this agreement, arising from this Agreement, or related in any way to this Agreement, including actions for breach of contract, tort, statutory, or otherwise, shall not exceed 100% of the down payment actually received by Central Mining from Purchaser for the Goods.

14. Miscellaneous Provisions.

14.1. Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware.

14.2. Venue. Any dispute arising from or relating in any way to this Agreement shall be determined in the Court with competent jurisdiction in Miami-Dade County, Miami, Florida. All parties waive any defense on grounds of personal jurisdiction or forum *non conveniens*.

14.3. Merger. This Agreement and its attachments form the entire agreement and understanding of the Parties and any other words, acts, verbal statements, representations, or other agreements are replaced, superseding, and otherwise rendered ineffective through this Agreement.

14.4. Attorney's Fees. The prevailing party shall be entitled to reasonable attorney's fees and costs in connection with pre-litigation, litigation, appellate, and collection efforts or post-judgment efforts spent by that party in connection to defense of any claim, dispute, or disagreement related to (directly or indirectly) this Agreement.

14.5. Severability. If any provision of this Agreement shall be found invalid, illegal, unenforceable, or otherwise non binding it shall be severed from the Agreement and all other portions shall survive.

14.6. Construction. The Parties are each sophisticated Parties who have had full and fair opportunity to bargain for and negotiate the terms of this Agreement. Accordingly, the Parties intend that the Agreement shall not be construed against the Drafter or in favor of either party.

[Signature Page Follows]

CENTRAL MINING LLC

By: _____

Date: _____

XXXXXXXXXX, Manager

PURCHASER

By: _____

Date: _____

Name:

SPECIFICATIONS:

* Any Deposit paid by Customer for After Acquired Goods or Acquired Goods is non-refundable and shall not be returned, remitted, or restored to Purchaser under any circumstances. For After Acquired Goods, all Offers are irrevocable, and acceptance is final upon receipt by Central Mining of After Acquired Goods.

* Payment must be received within 24 hours of signing or else the agreement automatically expires.

* Salesperson name:

MASTER SERVICES AGREEMENT

Effective Date: _____

THIS MASTER SERVICES AGREEMENT (the "Agreement") is made and entered into on the Effective Date, by and between Central Mining LLC, a Delaware limited liability company ("Central Mining"), and _____ ("Customer").

WHEREAS, Central Mining provides certain services related to the installation, hosting, maintenance and operation of cryptocurrency mining hardware at different datacenter facilities; and

WHEREAS, Customer desires to retain Central Mining to provide the said services, and Central Mining is willing to provide such services under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

1. SERVICES.

1.1. Services. Central Mining agrees to provide to Customer the services (the "Services") set out in one or more service orders accepted by the parties (each, a "Service Order"). Additional Service Orders shall be deemed issued and accepted only if signed by Central Mining and Customer.

1.1.1. Management Service. If selected by Customer, "Management Service" includes: (a) Customer's membership in the _____ Mining Pool; (b) twenty-four (24) hour per day, seven (7) days per calendar week remote monitoring of Customer Equipment; (c) onsite management, if necessary for issues that cannot be resolved by remote monitoring services, and as limited pursuant to Section 1.1.2.

1.1.2. Exclusions in Management Service. Central Mining shall, as part of its Management Services, undertake up to two (2) hours of diagnostic discovery work ("Diagnostic Discovery") and/or troubleshooting of issues, errors, or outages affecting Customer Equipment (an "Equipment Issue"). If the cause of the equipment issue cannot be determined or remedied during the Diagnostic Discovery, Central Mining will contact Customer within twenty-four (24) hours of the completion of the Diagnostic Discovery to obtain Customer's consent to engage in additional, billable services. Such additional billable services will be charged at the rate indicated in the order for "additional services." Central Mining shall not under any circumstances be obligated to repair or replace, or pay the cost to repair or replace Customer Equipment that cannot be remedied in the Diagnostic Discovery stage.

1.1.3. Colocation/Hosting. If selected by Customer, "Colocation" includes Central Mining providing a hosting location to Customer for its Customer Equipment, as limited by any then-applicable third-party agreements which Central Mining may have or execute from time to time and the provisions of this Master Service Agreement.

1.2. Real Energy Consumption. Within fifteen (15) business days following the final installation of Customer Equipment, Central Mining will perform a diagnostic check to assess the real energy consumption of the Customer Equipment (the "Diagnostic Check"). The Diagnostic Check will continue for a period of at least four (4), but no more than five (5) days. Central Mining will document its Diagnostic Check through photographs and/or video which will be provided to Customer within five (5) business days of the date on which the Diagnostic Check is completed. The results of the diagnostic will be considered the "Real Energy Consumption". Customer acknowledges and agrees that it is typical for the output of the Customer Equipment to fluctuate during the Diagnostic Check period, and that no Equipment Issue ticket may be generated during the Diagnostic Check period.

1.3. Access. Customer understand that no physical access will be granted to the hosting location.

1.4. Additional Services. Additional services relating to the installation, maintenance, repair, and/or removal of Customer's Equipment at the Premises ("Additional Service(s)") may be provided to Customer upon request, at the rate(s) being used at that time. Customer acknowledges and agrees that the Services, including the Additional Services, may be provided to Customer, and performed by Central Mining, its contractors, and/or other third parties, including the operator of the Premises. In the event Customer requests Additional Services and: (i) the Additional Services are outside the scope of the attached Service Order, or (ii) fees for the Additional Services are not included on the Service Order, Customer shall be solely responsible and liable for payment of such fees charged by Central Mining for the Additional Services.

2. TERM, TERMINATION AND RENEWAL.

2.1. Term of Agreement. The term of this Agreement shall commence on the Effective Date and continue for a period of twelve (12) months (the "Initial Term"). Upon the expiration of the Initial Term, this Agreement shall renew automatically on an annual basis ("Renewal Term") until terminated by either party in writing, which written termination notice shall be effective thirty (30) days from the date on

which the notice is received. During the Initial Term, or any subsequent Renewal Term, Central Mining may, in its sole discretion, terminate this Agreement. Such termination may be with or without cause, upon fifteen (15) days written notice to Customer.

2.2. Term of Service Order(s). The term of each Service Order shall commence on the service start date of the applicable Service Order and shall continue for the period set forth therein ("Service Order Initial Term"), and upon the expiration of the Service Order Initial Term, such Service Order shall renew automatically for successive periods equal to twelve (12) months each, unless terminated by either party at least thirty (30) days prior to the then-current expiration date. Unless otherwise set forth herein, Central Mining reserves the right to change its rates and or Service(s) during any renewal term by notifying Customer at least sixty (60) days in advance of the effective date of such change. The term of any additional service order entered into between the parties shall be coterminous with the Service Order Initial Term, unless otherwise agreed to between the parties. Any additional Service Order extending past the then-current Term of this Agreement shall be completed as if this Agreement remained fully in effect, and this Agreement shall be deemed extended through the termination date of the additional service order. Furthermore, if Central Mining exercises its right to terminate this Agreement, in accordance with ¶ 2.1, any active Service Order Initial Term or Service Order Renewal Term shall automatically terminate on the same date and with the same conditions as this Agreement, and without further notice.

2.3. Agreement Subordinate. This Agreement and each Service Order is an agreement for the provision of Services only and is not intended to be, and will not constitute, a lease of real property. Therefore, Customer acknowledges and agrees that: (i) it is receiving the Services only and that it is not entitled to access, use or occupy the Premises (or such portion of the Premises in which Customer's Equipment is located) other than as may be provided herein; (ii) Customer has not been granted any real property interest in the Customer Environment or the Premises; (iii) the Equipment shall not be deemed or become fixtures in the Premises; (iv) neither Central Mining nor Customer have rights as a tenant or otherwise under any laws, regulations or ordinances relating to real property or landlords/tenants; (v) this Agreement and each Service Order is and shall at all times be subordinate to any underlying license, lease or other agreement for the Premises ("Master Agreement") between Central Mining and the owner(s)/operator(s)/lessor(s) of the Premises (the "Operator(s)").

2.4. Casualty Taking. In the event of any damage, destruction, or condemnation of any part of the Premises or the building in which such Premises is located, Customer shall acquiesce and be bound by any action taken by or agreement entered into between Central Mining and Operator. Customer hereby waives and releases any claims or rights to make a claim as a tenant or subtenant that it may have with respect to its Equipment, or any other property located in the Premises. In the event the Premises becomes the subject of a taking by eminent domain by any authority having such power, either party shall have the right to terminate this Agreement with no further liability to the other party. However, Customer shall be required to pay any outstanding fees, service charges, or other monetary debt owed to Central Mining under any Service Order or Renewal Service which has accrued on the date of Termination.

3. FEES AND PAYMENT TERMS.

3.1. Fees. Customer shall pay certain fees to Central Mining for the Services, in such amount(s) and at such rate(s) as are set forth and described in the order. Central Mining reserves the right to increase the rate for electricity, based on the prevailing rate at which power is available. Central Mining shall give five (5) days written notice of any increase in the rate of electricity to Customer.

3.2. Payment Terms. Unless otherwise provided in the applicable Service Order, the monthly recurring billing for the Services shall commence upon the date the Customer Environment is made available for Customer's use and all fees shall be payable upon receipt of invoice by Customer.

3.2.1 Special Provision. If Customer utilizes overclocking profiles on the Customer Equipment, any applicable hosting fees indicated in the order shall be recalculated by Central Mining one (1) time per calendar month, on the first day of the applicable calendar month.

3.3. Taxes. All payments required by this Agreement are exclusive of any federal, state, municipal, or other governmental excise, sales, value-added and occupational taxes and other levies, all of which Customer shall be responsible for, and will pay in full, other than taxes based on Central Mining's net income.

3.4. Late Payments. Customer will be deemed to be in default hereunder if payment is not received by 5:00PM MT on the fifth (5th) day after the invoice was received by Customer. This calculation is inclusive of the day the Customer received the invoice. In the event of default for payment and in addition to any other remedy available to Central Mining at law, in equity, or pursuant to this Agreement, Central Mining may charge Customer an interest rate equal to the lesser of 1-1 1/2% per month or the maximum amount permitted by the law of Customer's state of incorporation.

3.5. Reimbursement. Customer agrees to reimburse Central Mining for all reasonable repair or restoration costs associated with damage or destruction caused by Customer, its personnel, its agents or its suppliers/contractors or Customer's visitors to the Premise during the Initial Term or any Renewal Term of this Agreement whether damage is caused by intentional acts, misconduct, negligence, accident, or otherwise. Customer shall likewise reimburse Central Mining for all reasonable repair and restoration costs associated with damage caused by Customer, its personnel, agents, suppliers/contractors or any other party on the Premise with permission from Customer, a consequence of its removal of the Equipment or property installed in the Customer Environment.

3.6. Obligations. All Fees and other sums which are or may hereafter be owed to Central Mining by Customer under this Agreement and any Service Order including, without limitation, interest, late charges and attorney's fees and other costs of collection shall hereinafter be referred to as Customer's "Obligations". In order to secure the payment and performance of the Obligations, Customer hereby grants to Central Mining a security interest, within the meaning of the Article 9 of the Uniform Commercial Code (the "UCC") in all Equipment, cable, wiring, connecting lines and other installations, equipment or property of the Customer now or hereafter installed or placed in the Premises. Except with respect to Central Mining's security interest, the parties agree that the Uniform Commercial Code shall not apply to the Agreement.

4. EQUIPMENT & MAINTENANCE.

4.1. Liability. Central Mining shall not be liable to Customer for damage, destruction, alteration, or any other loss to Customer Equipment located in the Customer Environment, regardless of the cause of the loss.

4.2. Maintenance. Maintenance and operation of the Premises (e.g., janitorial services), excluding any maintenance and operation of *Customer* Equipment will be paid by Central Mining. CUSTOMER ACKNOWLEDGES THAT SERVICES MAY BE TEMPORARILY INTERRUPTED, SUSPENDED, OR DELAYED FROM TIME TO TIME FOR REASONS INCLUDING, BUT NOT LIMITED TO: (i) REASONS BEYOND CENTRAL MINING'S CONTROL (INCLUDING "FORCE MAJEURE" EVENTS); (ii) AS MAY BE REQUIRED BY LAW, RULE, OR OFFICIAL REGULATION; AND (iii) FOR MAINTENANCE, INSPECTION, AND/OR REPAIR OF THE PREMISE, CUSTOMER EQUIPMENT, OR CENTRAL MINING'S EQUIPMENT. CENTRAL MINING SHALL NOT BE CONSIDERED IN DEFAULT OR BREACH OF THIS AGREEMENT AND/OR LIABLE IN ANY MANNER TO CUSTOMER FOR DAMAGE, CLAIMS, OR GRIEVANCES CAUSED BY INTERRUPTIONS, SUSPENSIONS, OR DELAYS IN SERVICE WHICH ARE CAUSED DIRECTLY OR INDIRECTLY BY THE CAUSES STATED ABOVE.

4.3. Power Guarantee. Central Mining shall use commercially reasonable efforts to obtain uninterrupted power to Customer Equipment during the Term of this Agreement ("Power Guarantee"). This Power Guarantee applies only in the event of an "outage" which is defined as a power output of less than .001% to Customer Equipment. In the event there is a service interruption due to an outage ("Downtime") and such Downtime lasts for a period of twenty-four (24) hours or more in a calendar month, Customer shall receive a credit equal to one (1) day's applicable Service Order's monthly recurring charge for Colocation for every twenty-four (24) hour period of Downtime. For the purpose of determining the amount of any credit, Downtime will be deemed to commence when Central Mining opens a "Trouble Ticket" to track such Downtime and will be deemed to end when Central Mining has restored availability and closed the applicable Trouble Ticket. The Customer will not be entitled to receive a credit if (i) Customer is not in compliance with the Agreement, or (ii) Customer is greater than thirty (30) days late in its invoice payment. Furthermore, if an outage is caused by any of the following causes (directly or indirectly) the Power Guarantee does not apply, and the following causes are expressly exempt and excluded from the Power Guarantee: (A) Outages caused by necessary maintenance; (B) Outages resulting directly or indirectly from a service interruption or other failure by a third party (e.g., internet or electricity provider); (C) Outages resulting from a temporary power disconnection; (D) OnWatt acting on recommendations from third parties, including, but not limited to emergency services or the Fire Marshall; (E) Outages resulting from failure of the equipment or Customer Equipment.

4.4. Trouble Ticketing. A Trouble Ticket should be submitted in the event of an Outage, as defined in Section 4.4 and/or any Equipment Issues as defined in Section 1.1.2. A Trouble Ticket must be opened by Customer within a reasonable period of time following the discovery of the outage. Failure to timely submit a Trouble Ticket may void the Power Guarantee, if applicable.

4.5. Energy Consumption. The Power Guarantee described in Section 4.3 does not encompass and specifically excludes issues involving or in any way related to *consumption* of energy

from the Premise to Customer Equipment. Consumption of Energy means, for the purpose of this provision, the efficiency with which Customer Equipment receives power from the Premise to perform its intended purpose or function. Central Mining has no obligation to replace, repair, or fix any issues or defects in the Premise, or Premise Equipment related to consumption. Notwithstanding the foregoing, Customer may notify Central Mining of a consumption issue in writing, and Central Mining may, in its sole and absolute discretion, respond to such notice with an offer to repair, replace, or attempt to repair or replace its Equipment or the Premise in order to remedy any consumption issues. In such event, the Customer shall be liable for paying any costs, fees, taxes, levies, or any other monetary charge related to such repair. Customer shall not be entitled to refund or credits if a target consumption or output is not reached in any given period regardless of why the target was not achieved.

4.6. Scheduled Downtime. From time to time during the life of this Agreement, Central Mining may become aware of scheduled Downtime, which may be necessary for maintenance, repair, replacement, or any other reason. In the event Central Mining becomes aware of Scheduled Downtime, Central Mining will provide written notice to Customer forty-eight (48) hours prior to the same. Such notification shall contain: (a) a description of the purpose of the downtime, if known; (b) the anticipated length of the downtime, if known. Although Central Mining will make good faith efforts to abide by this provision, any alleged breach of Section 4.6 shall be deemed immaterial and may not constitute an event of Default.

5. DEFAULT.

5.1. Event of Default by Customer. The occurrence of any one or more of the following shall constitute an "Event of Default" by Customer under this Agreement: (a) Customer, for any reason, fails to pay Central Mining any Fees, Obligations or any other amounts due hereunder; (b) Customer, for any reason, fails to pay to any other person or entity to whom Customer is required by the Agreement to make payment of any amount required by the Agreement to be paid, or (c) Customer fails to perform any obligation or covenant set forth in this Agreement and such failure is not cured within ten (10) days following receipt of notice thereof.

5.2. Rights in the Event of Default by Customer. In addition to the rights and remedies granted to Central Mining in this Agreement including, but not limited to, the right to charge and collect interest under Section 3.4, and all other rights and remedies available to Central Mining under applicable law, upon the occurrence of an Event of Default by Customer, all obligations of Central Mining to provide to Customer the Services and use of or access to the Premises shall immediately and automatically terminate without further notice to Customer and Central Mining shall have the right to: (i) cease providing the Services to Customer, including access to or use of the Premises, without notice to Customer, and (ii) remove the Equipment from the Premises without notice to Customer in accordance with Section 5.4 below; (iii) terminate this Agreement, subject to the continuing rights of Central Mining to require payment of all fees, charges and other amounts due, and to exercise the remedies provided in Section 5.4 below; and (iv) foreclose its lien on any Customer Equipment, cable, wiring, connecting lines, and other installations, equipment or property of the Customer now or hereafter installed or placed in the Premises as permitted by Section 3.6.

5.3. Termination Obligations. Customer agrees that, upon the cancellation, expiration or termination of this Agreement for any reason whatsoever, Customer shall, within ten (10) days, make payment in full on all Obligations under this Agreement, including all outstanding fees, charges, interest, late charges, and other amounts. Once full payment is received from Customer, and subject to the limitation set forth in Section 5.5, Customer shall promptly remove or have removed, at Customer's sole cost and expense, all Customer Equipment and all property installed or placed for Customer in the Premises. Customer must restore those portions of the Premises damaged by such removal to their original condition as it existed immediately prior to the installation or placement of such items. If Customer fails to make adequate repair, Central Mining may immediately undertake repairs to the Premise, without notice to Customer and charge Customer for the cost of said repairs.

5.4. Right to Remove Equipment. If Customer fails to promptly make full payment to Central Mining of all Obligations and fails to remove any Customer Equipment or other items as set forth in Section 5.3 above, or if Central Mining has the right to remove the Customer Equipment as set forth in Section 5.1 above, then, to the fullest extent permitted by law, Central Mining shall have the right to take and hold possession of the Customer Equipment, and Central Mining shall have all of the rights of a secured party with respect to the Equipment and all other collateral for the Obligations. Central Mining may, at Customer's expense: (i) remove and store such Equipment and items; (ii) delete and remove all software, information data and other stored items from the Equipment without retaining any copies or backups; and (iii) restore those portions of the Premises damaged by such removal to their original condition as it existed immediately prior to the installation or placement of such items. All costs and expenses incurred in connection with (i), (ii) and (iii) in the preceding sentence shall be included within

the meaning of "Obligations". Central Mining may, unless all outstanding Obligations are paid to Central Mining within ten (10) days after written notice to the Customer, dispose of the Equipment and other collateral for the Obligations at public or private sale, in the manner permitted under the UCC, and may exercise any other remedy available to Central Mining at law or in equity.

5.5. Customer's Removal of Equipment. Notwithstanding anything to the contrary contained in this Agreement, Customer shall not be permitted to remove any of Customer Equipment from the Customer Environment or Premises at any time when Customer is subject to an Event of Default, delinquent in meeting any of its payment obligations or is otherwise in breach of any other material term under this Agreement. Full payment shall be a condition of Customer receiving access to the Customer Environment and Premises and Customer's removal of its Customer Equipment.

5.6. Payment upon Termination. Upon the termination or cancellation of this Agreement for any reason whatsoever prior to the end of the then-current Term other than taking by eminent domain under Section 2.4 above, (b) the non-renewal of this Agreement or any Service Order by Central Mining, or (c) a termination as a result of an uncured default by Central Mining under Section 5.7 below, all Fees and other costs, expenses and amounts for the Services and any other Obligations incurred during the full Term of the Agreement shall be immediately and automatically accelerated, such that Customer shall pay all accrued and unpaid charges incurred through the date of such termination, plus an amount equal to the fees and Obligations remaining in the unexpired portion of the then-current Term on the date of such termination.

5.7. Event of Default by Central Mining. The failure by Central Mining to perform any obligation or covenant set forth in this Agreement, if the same is not cured within thirty (30) days following Central Mining's receipt of written notice thereof, shall constitute an "Event of Default" by Central Mining. Upon the occurrence of such Event of Default by Central Mining, Central Mining agrees to ship or provide equivalent hash rate and efficiency (power consumption/TH) miners in the USA for client upon request at the termination of agreement.

6. REPRESENTATIONS AND WARRANTIES. Customer represents and warrants that: (a) Customer has all requisite right, power and authority to execute, deliver, and perform its obligations under this Agreement; (b) the entering into and performance of this Agreement will not violate any judgment, order, law, or regulation applicable to Customer; and (c) there are no actions, suits, or proceedings pending, or to the knowledge of Customer, threatened, before any court or administrative agency, arbitrator or governmental body which will, if determined adversely to Customer, materially adversely affect its ability to perform its obligations under this Agreement or any related agreement to which it is a party. The foregoing representations and warranties shall survive the execution and delivery of this Agreement and any amendments hereto.

7. CONFIDENTIALITY. From time to time during the Term of this Agreement, either party (as the "Disclosing Party") may disclose or make available to the other party (as the "Receiving Party"), non-public proprietary and confidential information, whether such information is marked as confidential, or otherwise indicated to the other party as confidential, which is of a proprietary nature, is not generally known to the public, and is the subject of efforts to maintain its secrecy ("Confidential Information"). Confidential Information does not include any information that: (i) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section; (ii) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (iii) was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (iv) was or is independently developed by Receiving Party without using any Disclosing Party's Confidential Information. The Receiving Party shall with respect to Confidential Information: (a) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (b) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (c) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's representatives who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy.

Customer and CENTRAL MINING agree that a breach of this provision will cause irreparable harm, which is not compensable with monetary damages. As such, the allegedly breaching party will consent to entry of an injunction to prevent further disclosure of Confidential Information so long as the party

seeking injunctive relief establishes the “legal right to relief” prong of injunctive relief.

8. LIMITATION OF LIABILITY.

NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY AND TO THE FULLEST EXTENT PERMITTED BY LAW: (I) CENTRAL MINING'S TOTAL AND AGGREGATE LIABILITY TO CUSTOMER FOR ANY REASON WHATSOEVER ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES, PREMISES OR CUSTOMER ENVIRONMENT SHALL NOT IN ANY EVENT EXCEED THE TOTAL PROFIT MADE BY CENTRAL MINING UNDER THIS MSA IN THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. “PROFIT” AS USED IN THIS PARAGRAPH 8.1 MEANS 30% OF THE GROSS REVENUE MADE BY CENTRAL MINING UNDER THIS MSA, ON MANAGEMENT SERVICES AND 10% OF THE GROSS REVENUES MADE BY CENTRAL MINING UNDER THIS MSA ON HOSTING SERVICES DURING THE APPLICABLE TWELVE (12) MONTH PERIOD. FOR EXAMPLE, AND TO CLARIFY THE ABOVE PROVISION: IF TOTAL GROSS REVENUE FOR THE RELEVANT TWELVE (12) MONTH PERIOD IS EQUAL TO \$10,000.00 (\$5,000 FOR HOSTING SERVICES, AND \$5,000.00 FOR MANAGEMENT SERVICES) THE TOTAL LIABILITY OF CENTRAL MINING WOULD AMOUNT TO \$2,000.00 [$\$1500.00 (\$5,000.00 \times .3) + \$500.00 (\$5,000.00 \times .1)$]. W(II) IN NO EVENT SHALL CENTRAL MINING BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, INJURY TO BUSINESS OR REPUTATION, LOST DATA, BUSINESS OR CUSTOMERS, THE LOSS OF PROSPECTIVE PROFITS OR ANTICIPATED SALES OR ON ACCOUNT OF EXPENDITURES, INVESTMENTS, OR COMMITMENTS INCURRED IN CONNECTION WITH CUSTOMER'S BUSINESS, WHICH RESULT FROM ANY OUTAGES OF THE SERVICES OR ANY OTHER FAILURE OF CONNECTIVITY OR ANY OTHER FAILURES.

8. MISCELLANEOUS.

9.1. Independent Contractor. Central Mining and Customer are independent contractors and neither party shall be deemed an employee of the other. Neither party shall be responsible for the acts or omissions of the other party hereto nor the acts or omissions of the employees of the other party hereto, except for acts or omissions of the other party or such other party's employees caused by the negligent or willful acts or omissions of such party. Neither party shall have the authority to speak for, represent or obligate the other party hereto in any way without either the express prior written consent of or written ratification by the other party.

9.2. Force Majeure. Neither party shall be responsible for any failure to perform its obligations under this Agreement, except for Customer's payment obligations for services rendered as of the date of the Force Majeure event, if such failure is caused by war, labor strike, terrorist act, fire, flood, earthquake, act of government or other events similar events beyond the reasonable control of the other party which was not foreseeable on the Effective Date of this Agreement. If a Force Majeure event continues for a period of sixty (60) days or longer, either Party may terminate this Agreement upon notice to the other party and without further liability.

9.3. Applicable Law; Venue. This Agreement shall be governed and construed by the laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts of the State of Delaware for the purposes of any proceedings arising out of this Agreement.

9.4. Limitation on Claims. Any cause of action arising out of or related to this Agreement must be brought no later than one (1) year after the cause of action has accrued.

9.5. No Waiver. No provisions hereof may be waived except by an agreement in writing signed by the parties. A waiver of any term or provision hereof shall not be construed as a waiver of any other term or provision hereof.

9.6. Binding Effect. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors, heirs and permitted assigns.

9.7. Assignment. Customer may not assign this Agreement or any portion here of without Central Mining's prior written consent. However, either party may assign this Agreement or a portion thereof (i) in the event of a merger, (ii) a sale of all or substantially all of its assets; or (iii) to any affiliate. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. In the event of an assignment by Customer, the assignee shall be of comparable or better credit standing than Customer, as determined by CENTRAL MINING in its reasonable opinion.

9.8. Survival. The rights and obligations 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.

9.9. Severability. In the event any one or more of the provisions of this Agreement is held to

be unenforceable or invalid under applicable law: (i) such unenforceability or invalidity shall not affect any other provision of this Agreement; (ii) this Agreement shall be construed as if said unenforceable or invalid provision had not been contained herein; and (iii) the parties shall negotiate in good faith to replace the unenforceable or invalid provision by such as has the effect nearest to that of the provision being replaced.

9.10. Entire Agreement: Amendments. This Agreement (including its Exhibit(s)) is the sole agreement between the parties relating to the subject matter hereof and supersedes all prior understandings, writings, proposals, representations, or communications, oral or written, of either party. This Agreement and the Exhibit(s) attached hereto, shall not be modified or amended except by a further written document signed by the parties.

9.11. No Misrepresentation. In addition to the provisions in Section 9.10, the Parties agree that no "representations", puffing, sales pitches, or other oral or written statements have induced the other to enter into this Agreement, and that the written terms of this Agreement are the sole representations that each Party has relied upon in deciding to enter this Agreement.

9.12. Counterparts & Exhibits. This Agreement may be executed in counterparts, each of which will be considered an original and each of which are binding upon the parties. Any Exhibits attached hereto shall be incorporated into this Agreement by reference. To the extent that any term or provision of any counterpart, Exhibit, or Service Order contradicts any obligation set forth in this Agreement, this Agreement shall control. However, any allegedly "conflicting" term should be construed and interpreted to the extent reasonably practicable to be in harmony with, and not contradictory to, the terms of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their respective duly authorized officers.

CENTRAL MINING LLC

By: XXXXXXXXXX

Title: Manager

Email for Notices:

Phone:

Signature:

CUSTOMER

By:

Title: Buyer

Email for Notices:

Phone:

Signature

