

**MATERIALS BOUTIQUE INC.
STANDARD TERMS OF CO-LOCATION AGREEMENT**

These STANDARD TERMS OF CO-LOCATION AGREEMENT (“*Standard Terms*”) are part of, and are incorporated into, all agreements between MATERIALS BOUTIQUE INC., a Delaware corporation (“*MB*”), and any party that leases equipment from MB (such party, “*Host*”), which equipment lease is evidenced by the execution of a document expressly referencing these Standard Terms and entered into between MB and Host to evidence the lease of each Item of Equipment (each such document, a “*Supplement*” or, collectively, “*Supplements*”).

MB and Host agree that, while the agreement between the parties shall be an equipment lease from MB to Host as a matter of law, Host shall not have an obligation to make any lease payments and, instead, MB’s sole compensation hereunder shall be MB’s share of Mined Revenue paid in accordance with these Standard Terms.

ARTICLE I. AGREEMENT DYNAMICS

These Standard Terms, all Supplements, and any other documents expressly incorporated by reference in any Supplement comprise the Agreement between the parties. Unless expressly provided to the contrary in a Supplement, (i) all capitalized terms used in these Standard Terms and the Supplement shall have the meanings assigned to such terms in Article XXII of these Standard Terms and (ii) to the extent that any provision of these Standard Terms conflicts or is inconsistent with any provision of a Supplement, the terms of the Supplement shall govern.

ARTICLE II. LEASE OF EQUIPMENT

MB agrees to lease to Host, and Host agrees to lease from MB, the Items of Equipment described more fully in one or more Supplements executed by MB and Host that incorporate(s) this Agreement by reference. The lease of any Item of Equipment is governed by the terms and conditions of these Standard Terms, as well as by the terms and conditions set forth in the applicable Supplement.

ARTICLE III. UCC TRUE LEASE

Section 3.01 UCC True Lease. The parties intend that this Agreement constitutes a true lease under the UCC and not a Disguised Security Interest. MB has title to the Equipment at all times. Host acquires no ownership, title, property, right, equity, or interest in the Equipment other than Host’s leasehold interest solely as lessee subject to all the terms and conditions of this Agreement.

Section 3.02 Precautionary UCC-1 Financing Statement. Host authorizes MB to file precautionary UCC financing statements and other similar filings and recordings with respect thereto. Host agrees not to file any corrective or termination statements or partial releases with respect to any UCC or other similar filings or recordings filed by MB in connection with any Item of Equipment except (i) if MB fails to file a corrective or termination statement or release on request from Host after the expiration or earlier termination of, or release from, any Schedule of such Item of Equipment pursuant to any applicable provision of the Agreement or (ii) if not permitted by clause (i), with MB’s consent.

ARTICLE IV. TAX LEASE

Section 4.01 MB Is Tax Owner. MB is entitled to all deductions, credits, and other tax benefits that are provided in the Code to an owner of property (“*Tax Benefits*”).

Section 4.02 Host Covenant to Maintain Tax Lease Status. Host shall not take or omit to take, or permit any Sublessee to take or omit to take, any action that results in the disqualification of the Equipment for, or recapture of, all or any portion of the Tax Benefits.

ARTICLE V. HOST’S POSSESSION OF EQUIPMENT; PREMISES

At all times during the Term, Host shall have exclusive rights to possess the Equipment, and MB shall not interfere with Host’s right of possession of the Equipment, except as set forth in this Agreement. For the duration of the Term, and subject to Host’s ongoing obligations under Article XIII of these Standard Terms, Host shall use best efforts to ensure that the Premises has access to electricity and Internet. Host may cause the Premises to be changed, *provided that* (a) Host provides at least thirty (30) days prior written notice to MB about such upcoming change; (b) Host covers all expenses and risk of loss associated with transportation of the Item(s) of Equipment from the old Premises to the new Premises; (c) the new Premises has all of the material qualities of the old Premises; (d) the change of Premises does not cause a material adverse effect to the Items of Equipment; and (e) the time allotted to the change of Premises does not cause the Item(s) of Equipment to be idle for a period longer than the Permitted Downtime.

ARTICLE VI. TERM OF AGREEMENT

The “*Term*” for each Item of Equipment commences on the date MB and Host execute the corresponding Supplement (“*Closing Date*”) and shall end on the date on which MB regains possession of all Items of Equipment from Host (or Host’s Sublessees).

ARTICLE VII. HOST’S RIGHT TO PORTION OF MINED CRYPTOCURRENCY

As Host’s sole compensation under this Agreement, Host shall have the right to claim fifty percent (50%) of Monthly Mined Revenues (“*Host’s Commission*”), which MB shall pay to Host within five (5) Business Days of the end of the applicable calendar month. Host may choose whether MB pays the Host’s Commission either (A) in Helium into Host’s Wallet or (B) in Host’s local fiat currency paid into a bank account designated by Host on the most recently executed Supplement. Notwithstanding any provision to the contrary, MB shall not have any obligation to pay Host’s Commission on funds or cryptocurrency that have not been actually received by MB as part of Monthly Mined Revenues.

ARTICLE VIII. DISCLAIMER OF WARRANTIES

MB MAKES NO WARRANTY WHATSOEVER, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY AGAINST INTERFERENCE; OR (d) WARRANTY AGAINST INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET, OR OTHER PROPRIETARY RIGHTS OF A THIRD PARTY, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. Without limiting the generality of the disclaimers contained in this Article VIII, Host further acknowledges and agrees that MB does not warrant the Equipment’s ability to (x) engage in Cryptocurrency Mining of any particular cryptocurrency other

than the cryptocurrency commonly referred to as Helium; or (y) succeed in deriving or providing any value whatsoever from Cryptocurrency Mining.

ARTICLE IX. MINED REVENUE

In consideration of Host's right to use any Item of Equipment during the Term, Host shall permit for all Mined Revenue to be conveyed to MB's Wallet, subject to MB's obligations to pay Host's Commission, as set forth in more detail in Article VII of these Standard Terms.

ARTICLE X. HOST'S REPRESENTATIONS

Each time Host executes a Supplement, Host represents to MB that the statements contained in this Article X are true and correct as of such Supplement's Closing Date.

Section 10.01 Authority of Host. Host has full corporate power and authority to enter into this Agreement (including each Supplement), to carry out Host's obligations hereunder and thereunder, and to consummate the transactions contemplated hereby. The execution and delivery by Host of this Agreement, the performance by Host of Host's obligations hereunder and thereunder, and the consummation by Host of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of Host. This Agreement has been duly executed and delivered by Host, and this Agreement constitutes a legal, valid, and binding obligation of Host enforceable against Host in accordance with the Agreement's terms. When each Supplement to which Host is or shall be a party has been duly executed and delivered by Host (assuming due authorization, execution, and delivery by each party thereto), such Supplement shall constitute a legal and binding obligation of Host enforceable against Host in accordance with the Supplement's terms.

Section 10.02 No Conflicts. The execution, delivery, and performance by Host of this Agreement, and the consummation of the transactions contemplated hereby, do not and shall not:

- (a) conflict with or result in a violation or breach of any provision of any Law;
- (b) require the consent of, notice to, or other action by any Person or, conflict with, result in a violation or breach of, or constitute a Default or an Event of Default; or
- (c) result in the creation or imposition of any Lien on any Item of Equipment.

Section 10.03 Consents. No consent, approval, permit, order, declaration, or filing with, or notice to, any Governmental Authority is required by or with respect to Host in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

Section 10.04 Legal Proceedings. There are no Actions pending or, to Host's Knowledge, threatened against or by Host:

- (a) relating to or affecting the Host's Business; or
- (b) that challenge or seek to prevent, enjoin, or otherwise delay the transactions contemplated by this Agreement.

No event has occurred and no circumstances exist that may give rise to or serve as a basis for any such Action.

Section 10.05 Permits. All Permits required for Host to conduct the Host's Business as currently conducted and to lease and use the Equipment have been obtained by Host and are valid and in full force and effect. All fees and charges with respect to such Permits as of the date hereof have been paid in full. No event has occurred that, with or without notice or lapse of time or both, would reasonably be expected to result in the revocation, suspension, lapse, or limitation of any Permit.

ARTICLE XI. HOST'S COVENANTS

Host agrees that until all amounts payable under this Agreement have been paid in full and all other obligations hereunder and thereunder have been performed in full, Host shall, and shall cause Host's Subsidiaries to, comply with the following covenants.

Section 11.01 Compliance with Laws. Host shall, and shall cause Host's Subsidiaries to, comply with all Contractual Obligations and applicable Laws.

Section 11.02 Permits. Host shall maintain in full force and effect all Permits required for Host to conduct Host's Business as currently conducted and to lease and use the Items of Equipment in the manner contemplated under this Agreement.

Section 11.03 Liens. Unless expressly permitted in writing by MB, Host shall keep the Equipment free and clear of all Liens.

Section 11.04 Subleases. Host may enter into any sublease of any Item of Equipment ("***Sublease***"), provided:

- (a) Host shall notify of MB of the identities of all Sublessees and the premises at which such Sublessees maintain any Item(s) of Equipment;
- (b) the term of any Sublease does not extend beyond the Term;
- (c) the rights of any Sublessee are expressly subject and subordinate to all the terms of this Agreement;
- (d) the terms of any Sublease do not permit any Sublessee to take any action not permitted to be taken by Host in this Agreement; and
- (e) the Sublease shall not relieve Host of Host's obligations under this Agreement, and Host shall remain primarily liable under this Agreement for the performance of all of the terms of this Agreement to the same extent as if such Sublease had not occurred.

ARTICLE XII. HOST'S USE OF EQUIPMENT

Section 12.01 No Manipulation of Items of Equipment. Host and Host's agents and representatives shall not affix or maintain any tangible or intangible outside items or software on any Item of Equipment. Further, neither Host nor any agents or representatives of Host shall have any right to remove or otherwise

manipulate any tangible or intangible items or software affixed or installed by MB on any Item of Equipment.

Section 12.02 Transport. Host shall not move or transport any Item of Equipment. Except as approved in writing by MB, any Item of Equipment leased by Host shall remain at the Premises (or at the premises of a Sublessee, as permitted under this Agreement).

Section 12.03 Operation. MB shall provide the Items of Equipment exclusively to Host for operation and use at the Premises (or by Sublessees at such Sublessee's premises); *provided, however*, such obligation shall not be construed to inhibit MB's ability to lease to third parties other items of equipment identical or similar to the Items of Equipment.

Section 12.04 Records. Host, at Host's own expense, shall (or shall cause any Sublessee to):

- (a) maintain all Equipment-related records, logs, and other materials ("**Records**") in a manner no less comprehensive or accurate than as required by Law; and
- (b) promptly furnish to MB such Records as may be required to enable MB to file any ownership or other reports required to be filed by MB with any Governmental Authority.

Section 12.05 Host Cooperation to Sell or Lease. Host shall, during the Term, on MB's written notice, cooperate and cause any Sublessee to cooperate with MB's efforts to sell or lease the Equipment, including, without limitation, permitting prospective purchasers or lessees to fully inspect the Equipment and the Records during Host's regular business hours and in compliance with Host's reasonable security procedures.

ARTICLE XIII. MAINTENANCE

Section 13.01 Maintenance in General. MB, at MB's own expense, shall maintain, service, repair, and keep the Items of Equipment:

- (a) in the same condition as on the Closing Date, except for ordinary wear and tear;
- (b) in compliance with the Manufacturer's maintenance requirements; and
- (c) in compliance with Law.

Section 13.02 Electricity and Internet. Host, at Host's own expense, shall provide electricity and a wireless or hardwired Internet connection for the Items of Equipment; *provided, however*, Host shall not have any liability for any power outages or lack of temperature control in the event of a Force Majeure Event, other than to exert commercially reasonable efforts to eliminate any suspension of electricity or temperature control for such Items of Equipment.

Section 13.03 No Obligation to Upgrade Equipment. Neither MB nor Host shall have any obligation to provide any software or hardware upgrade to any Item of Equipment.

Section 13.04 Termination Right Due to Malfunctioning Equipment. Without limiting the parties' other termination rights hereunder, either Party may terminate this Agreement upon providing five (5)

Business Days' prior written notice if MB does not repair malfunctioning Item(s) of Equipment within ten (10) Business Days of receiving notice of such malfunction.

ARTICLE XIV. LOSS; LIMITATION OF LIABILITY

Section 14.01 Risk of Loss. Subject to Section 14.02 and Section 14.04, while any Item of Equipment is leased under a Supplement, Host shall bear all risk of loss, damage, destruction, theft, and condemnation of such Item of Equipment from any cause whatsoever ("**Loss**") other than Loss resulting from the gross negligence of MB.

Section 14.02 Limitation on Value of Loss. Without limiting the generality of the limitations on liability contained in Section 14.04 of these Standard Terms, MB shall not have any responsibility or liability for any direct, indirect, incidental, consequential, punitive, or special damages suffered by Host from any Loss, including, without limitation, any damages suffered by any party for Crypto Loss.

Section 14.03 Non-material Impairment. If MB determines in MB's sole discretion that the Loss has *not* materially impaired the Equipment, this Agreement shall continue with respect to such Item of Equipment as though no Loss had occurred.

Section 14.04 General Limitation of MB's Liability. IN NO EVENT SHALL MB'S TOTAL AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE AMOUNT OF ANY PORTION OF THE MINED REVENUE (AFTER ACCOUNTING FOR ALL DEDUCTIONS AND OTHER OFFSETS PROVIDED FOR UNDER THIS AGREEMENT) GENERATED DURING THE PRIOR SIX (6) MONTHS. THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY REGARDLESS OF THE CAUSE OF ACTION UNDER WHICH SUCH DAMAGES ARE SOUGHT, WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, WHETHER OR NOT THE PARTIES WERE OR SHOULD HAVE BEEN AWARE OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF SUCH REMEDY'S ESSENTIAL PURPOSE. Host agrees that (i) the agreements made in this Section reflect a reasonable allocation of risk and (ii) that MB would not enter into the Agreement without these limitations on liability.

ARTICLE XV. INSURANCE

Host, at Host's own expense, shall provide and maintain property and casualty insurance for the Premises, which insurance shall include coverage for the Items of Equipment against loss, theft, and damage at the Premises ("**Property Insurance**") in an insured amount equal to the full replacement value of such Items of Equipment; provided, however, Host shall not have any obligation to provide Property Insurance or any other type of insurance to protect against any consequential damages suffered by MB, including, without limitation, any Crypto Loss.

ARTICLE XVI. DEFAULT

Section 16.01 Events of Default. Each of the following events is an “*Event of Default*” under this Agreement, including all Supplements:

- (a) if Host fails to pay when due any Mined Revenue or any other amount under this Agreement;
- (b) if Host defaults in the observance or performance of any other term, covenant, or condition of this Agreement, including any Supplement, on Host’s part to be observed or performed and Host fails to remedy such default within five (5) Business Days after notice by MB to Host of such default, or if such default is of such a nature that it cannot with due diligence be completely remedied within said period of five (5) Business Days and Host does not commence within said period of five (5) Business Days, or does not thereafter diligently prosecute to completion, all steps necessary to remedy such default.
- (c) if Host fails to observe or perform any term, covenant, or condition on Host’s part to be observed or performed under any agreement with MB, other than this Agreement, and such default continues beyond any grace period set forth in such other agreement for the remedying of such default;
- (d) if Host’s interest or any portion thereof in this Agreement devolve on or pass to any person, whether by operation of law or otherwise;
- (e) if Host:
 - (i) does not, or is unable to, or admits in writing Host’s inability to, pay Host’s debts as such debts become due;
 - (ii) commences or institutes any case, proceeding, or other action seeking relief on Host’s behalf as debtor, or to adjudicate Host as bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding up, liquidation, dissolution, composition, or other relief with respect to Host or Host’s debts under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization, or relief of debtors;
 - (iii) commences or institutes any case, proceeding, or other action seeking appointment of a receiver, trustee, custodian, or other similar official for Host or for all or any substantial part of Host’s property; or
 - (iv) makes a general assignment for the benefit of creditors;
- (f) if a receiver, trustee, custodian, or other similar official is appointed for any substantial part of the assets of Host which appointment is not vacated or stayed within five (5) Business Days;
- (g) if any case, proceeding, or other action is commenced or instituted against Host (A) seeking to have an order for relief entered against Host as debtor or to adjudicate Host as bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding up, liquidation,

dissolution, composition, or other relief with respect to Host or Host's debts under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization, or relief of debtors, or (B) seeking appointment of a receiver, trustee, custodian, or other similar official for Host or for all or any substantial part of Host's property, which in either of such cases (1) results in any such entry of an order for relief, adjudication of bankruptcy or insolvency, or such an appointment, or the issuance or entry of any other order having a similar effect or (2) remains undismissed for a period of thirty (30) days;

(h) if any case, proceeding, or other action is commenced or instituted against Host seeking issuance of a warrant of attachment, execution, distraint, or similar process against Host or all or any substantial part of Host's property which results in the entry of an order for any such relief which is not vacated, discharged, or stayed or bonded pending appeal within thirty (30) days from the entry thereof;

(i) if Host takes any action in furtherance of, or indicating Host's consent to, approval of, or acquiescence in, any of the acts set forth in Sections Section 16.01(e) through Section 16.01(h) above;

(j) if Host sells, transfers, or disposes of all or substantially all of Host's assets or property of the Host's Business, or merges or consolidates with any other entity, unless Host is the surviving entity and has a net worth greater than or equal to Host's net worth immediately prior to the merger or consolidation; or

(k) if any representation contained in Article X is untrue as and when made.

Section 16.02 Remedies. If an Event of Default occurs, MB may, in MB's sole discretion, exercise one or more of the following remedies:

(a) declare this Agreement (including all, and not less than all, Supplements) in default;

(b) terminate in whole or in part this Agreement, including all Supplements;

(c) take possession of, or render unusable, any Item of Equipment wherever such Item of Equipment may be located, without demand or notice, without any court order or other process of law, and without liability to Host for any damages occasioned by such action, and no such action shall constitute a termination of any Supplement;

(d) require Host to deliver any Item of Equipment at a location designated by MB if such Item of Equipment is in possession of Host for any reason whatsoever; for each day that Host fails to return any Item of Equipment, MB may demand an amount equal to the Mined Revenue, prorated on the basis of a thirty-day month, in effect immediately prior to such Default;

(e) proceed by court action to enforce performance by Host of this Agreement or any or all Supplements and to recover all damages and expenses incurred by MB by reason of any Event of Default;

(f) terminate any other agreement that MB may have with Host;

(g) sell any or all of the Equipment at public or private sale, with or without notice to Host or advertisement, or otherwise dispose of, hold, use, operate, lease to others, or keep idle such Equipment, and without any duty to account to Host for such action or inaction or for any proceeds with respect thereto, and apply the net proceeds thereof (after deducting all expenses (including legal fees and costs) incurred in connection therewith) to the amounts owed to MB under this Agreement; provided, however, that Host shall remain liable to MB for any deficiency that remains after any sale or lease of such Equipment; or

(h) exercise any other right or remedy available to MB at law or in equity.

ARTICLE XVII. TERMINATION

Section 17.01 Termination on Notice. MB may terminate this agreement for any reason on five (5) days' notice to Host. Host may terminate this agreement for any reason on thirty (30) days' notice to MB.

ARTICLE XVIII. INDEMNITY

Section 18.01 Indemnity. Host shall indemnify, defend, and hold harmless MB and MB's Affiliates and their respective Representatives (collectively, "***Indemnitees***") against any and all Damages incurred by Indemnitees arising out of or resulting from any claim of a third party or MB arising out of or relating to:

- (a) the lease, sublease, possession, maintenance, use, condition, repair, return, disposition, or operation of any Item of Equipment or any Parts (including, without limitation, latent and other defects, whether or not discoverable by MB or Host);
- (b) any inaccuracy in or breach of any of the representations of Host contained in this Agreement;
- (c) any breach or non-fulfillment of any covenant, agreement, or obligation to be performed by Host pursuant to this Agreement; or
- (d) any assertion of the infringement of patent, trade secret, trademark, copyright, or other intellectual property rights of third parties.

Host's obligation to indemnify and hold harmless does not extend to any Damages that arise solely out of the gross negligence or willful misconduct of MB.

ARTICLE XIX. MB'S PERFORMANCE OF HOST'S OBLIGATIONS

If Host is in Default or an Event of Default has occurred and is continuing, MB may, in MB's sole discretion, on ten (10) days prior written notice, make any payment or perform any obligation on behalf of Host or take any action that MB deems reasonably necessary to maintain and preserve any or all Items of Equipment and MB's interests therein. Host shall not deem MB's payment or action to be MB's waiver of any Default or Event of Default or release of Host. Host shall pay immediately on demand all sums so paid by MB, together with expenses (including legal fees and costs) incurred by MB in connection therewith.

ARTICLE XX. MINED REVENUE AT THE END OF THE TERM

HOST SHALL NOT HAVE ANY CLAIM TO ANY PORTION OF ANY MINED REVENUE DERIVED FROM ANY ITEM(S) OF EQUIPMENT AFTER TERMINATION OF THE TERM.

ARTICLE XXI. GENERAL PROVISIONS

Section 21.01 Survival. Subject to the limitations and other provisions of this Agreement, the representations of Host contained in Article X survive indefinitely. All covenants and agreements of Host contained herein survive after the Closing Date indefinitely, or for the period explicitly specified therein. Notwithstanding the foregoing, any claim by MB asserted in good faith with reasonable specificity (to the extent known at such time) and in writing by notice prior to the expiration date of the applicable survival period (if any) is not thereafter barred by the expiration of the relevant representation and such claims survive until finally resolved.

Section 21.02 Notices. Unless provided for to the contrary in a Supplement, any and all notices or other communications or deliveries required or permitted to be made under this Agreement shall be in writing and (a) if sent to MB, to: MATERIALS BOUTIQUE INC., Attn: Corporate Affairs, 10000 Falls Road, Suite 206, Potomac, Maryland 20854; and (b) if sent to Host, to the address set forth in the most recently executed Supplement. Notice shall be deemed given (i) upon receipt when delivered personally or by overnight courier (signature required upon receipt), (ii) upon verification of receipt of registered or certified mail, (iii) upon verification of receipt via facsimile, provided that such notice is also sent simultaneously via first class mail, or (iv) upon the intended-notice recipient's response by email that the intended-notice recipient in fact received notice-by-email. Contact information shall be updated in writing as necessary to ensure that each party has current information regarding all such contracts.

Section 21.03 Interpretation. For purposes of this Agreement, (a) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation;" (b) the word "or" is not exclusive; (c) all uses of the verb "shall" relate to a mandatory obligation or condition, as the case may be; and (d) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references in this Agreement: (x) to sections, schedules, and exhibits mean the sections of, and schedules and exhibits attached to, this Agreement; (y) to an agreement, instrument, or other document mean such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute mean such statute as amended from time to time and include any successor legislation thereto and any regulations promulgated thereunder. The Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The schedules, exhibits, and other attachments referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

Section 21.04 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 21.05 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability does not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or

unenforceable, the parties to this Agreement shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 21.06 Entire Agreement. This Agreement, including the Standard Terms, all Supplements, and all related exhibits and schedules, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

Section 21.07 Amendment and Modification. No amendment to, rescission, termination, or discharge of this Agreement is effective unless it is in writing, identified as an amendment to, rescission, termination, or discharge of this Agreement, and signed by an authorized representative of each party to this Agreement.

Section 21.08 Waiver.

- (a) No waiver under this Agreement is effective unless such waiver is in writing, identified as a waiver to this Agreement, and signed by an authorized representative of the party waiving such party's right.
- (b) Any waiver authorized on one occasion is effective only in that instance and only for the purpose stated and does not operate as a waiver on any future occasion.
- (c) None of the following constitutes a waiver or estoppel of any right, remedy, power, privilege, or condition arising from this Agreement:
 - (i) any failure or delay in exercising any right, remedy, power, or privilege or in enforcing any condition under this Agreement; or
 - (ii) any act, omission, or course of dealing between the parties.

Section 21.09 Cumulative Remedies. 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.

Section 21.10 Equitable Remedies. Each party to this Agreement acknowledges that a breach or threatened breach by such party of any of such party's obligations under this Agreement would give rise to irreparable harm to the other party for which monetary damages would not be an adequate remedy and hereby agrees that in the event of a breach or a threatened breach by such party of any such obligations, the other party to this Agreement shall, in addition to any and all other rights and remedies that may be available to the other party in respect of such breach, be entitled to seek equitable relief, including a

temporary restraining order, an injunction, specific performance, and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond).

Section 21.11 Assignment. Host may not assign any of Host's rights or delegate any of Host's obligations under this Agreement without the prior written consent of MB. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves the assigning or delegating party of any of the such party's obligations under this Agreement.

Section 21.12 Successors and Assigns. This Agreement is binding on and inures to the benefit of the parties to this Agreement and their respective permitted successors and permitted assigns.

Section 21.13 No Third-Party Beneficiaries. This Agreement benefits solely the parties to this Agreement and their respective permitted successors and permitted assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

Section 21.14 Choice of Law. This Agreement, including all Supplements and exhibits attached hereto and thereto, and all matters arising out of or relating to this Agreement, shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of law provisions of the State of Delaware or of any other jurisdiction. The parties shall submit any legal dispute relating to the enforcement or interpretation of this Agreement to the state or federal courts located in Montgomery County, Maryland, and the parties expressly consent to the exclusive jurisdiction of such courts for such purpose.

Section 21.15 Choice of Forum. Each party irrevocably and unconditionally agrees that such party shall 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, including all Supplements and exhibits attached hereto and thereto, and all contemplated transactions including, but not limited to, contract, equity, tort, fraud, and statutory claims, in any forum other than the courts of the State of Maryland sitting in Montgomery County, and any appellate court from any thereof. 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 the courts of the State of Maryland sitting in Montgomery County. 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.

Section 21.16 Waiver of Jury Trial. Each party acknowledges and agrees that any controversy that may arise under this Agreement, including any Supplements or exhibits attached to any Supplement, 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 Supplements or exhibits attached to any Supplement, or the transactions contemplated hereby. Each party certifies and acknowledges that (a) no Representative of the other party has represented, expressly or otherwise, that such other party would not seek to enforce the foregoing waiver in the event of a legal action, (b) such party has considered the implications of this waiver, (c) such party makes this waiver

voluntarily, and (d) such party has been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this Section.

Section 21.17 Counterparts. This Agreement (including any Supplements) may be executed in counterparts, each of which is deemed an original, but all of which together is deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, 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.

Section 21.18 Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party under this Agreement), when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any Governmental Authority; (g) national or regional emergency; and (h) shortage of adequate power or transportation facilities (each a "***Force Majeure Event***"). The party suffering a Force Majeure Event shall give notice within five (5) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to mitigate the impact of such Force Majeure Event on its performance of this Agreement.

Section 21.19 Relationship of Parties. Nothing herein creates a joint venture or partnership between the parties to this Agreement or an employee/employer relationship. Neither party to this Agreement has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement, or undertaking with any third party.

[THIS SPACE INTENTIONALLY LEFT BLANK; DEFINITIONS FOLLOW]

ARTICLE XXII. DEFINITIONS

Capitalized terms used in this Agreement have the meanings set forth in this Article XXII, unless a Supplement expressly defines a term in a contradictory manner, in which case the definition in the Supplement shall govern only to the extent of the inconsistency or conflict.

“Action” means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory, or otherwise, whether at law or in equity.

“Affiliate” of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

“Agreement” means the Standard Terms, each and every effective Supplement, and all other agreements, documents, certificates, authorizations, and instruments executed in connection with the Standard Terms and Supplements.

“Article 2A” means Article 2A of the UCC.

“Business Day” means any day except Saturday, Sunday, or any other day on which commercial banks located in Chicago, Illinois are authorized or required by Law to be closed for business.

“Closing Date” has the meaning set forth in Article VI.

“Code” means the Internal Revenue Code of 1986, as amended, and all successor statutes hereto.

“Contractual Obligation” as to any Person, means any provision of any security issued by such Person or of any agreement, instrument, or other undertaking to which such Person is a party or by which such Person or any of such Person’s property is bound other than the obligations under this Agreement.

“Crypto Loss” means loss of claim to any value that had been previously derived through Cryptocurrency Mining or any loss of data that had been previously stored or archived on any Item of Equipment related to such Cryptocurrency Mining.

“Cryptocurrency Mining” means the process in which transactions for various forms of cryptocurrency are verified and added to the blockchain digital ledger, which process involves, without limitation, competing with other “cryptominers” to solve complicated mathematical problems with cryptographic hash functions that are associated with a block containing the transactional data.

“Damages” mean losses, injury, death, damages, liabilities, claims, deficiencies, Actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys’ fees and the cost of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers; provided, however, that “Damages” do not include punitive damages, except in the case of fraud or to the extent actually awarded to a Governmental Authority or other third party.

“Default” means any of the events specified in Section 16.01, which constitutes an Event of Default or which, on the giving of notice, the lapse of time, or both pursuant to Section 16.01 would, unless cured or waived, become an Event of Default.

“Disguised Security Interest” means a sale of the equipment subject to a security interest under Article 9 of the UCC to secure the purchase price of the equipment.

“Equipment” means:

- (a) the equipment more fully described in one or more Supplements executed by MB and Host;
- (b) Parts or components thereof;
- (c) ancillary equipment or devices furnished under this Agreement;
- (d) all manuals and records (other than records relating to Mined Revenue) with respect to such Equipment; and
- (e) all alterations, additions, and attachments thereof.

Except as otherwise set forth herein, at such time as replacement equipment shall be so substituted and leased under this Agreement, such replaced Item of Equipment shall cease to be Equipment under this Agreement.

“Event of Default” has the meaning set forth in Section 16.01.

“Force Majeure Event” has the meaning set forth in Section 21.18.

“Governmental Authority” means any federal, state, local, or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations, or orders of such organization or authority have the force of Law), or any arbitrator, court, or tribunal of competent jurisdiction.

“Governmental Order” means any order, writ, judgment, injunction, decree, stipulation, award, or determination entered by or with any Governmental Authority.

“Helium” means Helium Network Tokens, a new cryptocurrency generated through “hotspots” that facilitate Cryptocurrency Mining.

“Host” has the meaning set forth in the preamble.

“Host’s Business” means the business in which Host is engaged on a day-to-day basis, and which may be set forth in more detail in a Supplement. Notwithstanding any provision to the contrary, “Host’s Business” includes the business for which Host is leasing any Item of Equipment, regardless of the frequency with which Host engages in such business.

“Host’s Commission” has the meaning set forth in Article VII.

“Host’s Knowledge” means the actual or constructive knowledge of any director or officer of Host, after due inquiry.

“Host’s Wallet” means the device, physical medium, program, or service which stores the keys for Host’s transactions for processing of Helium, as identified in the applicable Supplement(s).

“Indemnitees” has the meaning set forth in Section 17.01.

“Item of Equipment” means any item of Equipment provided by MB to Host pursuant to a Supplement and used for Cryptocurrency Mining. Any combination of more than one Item of Equipment may be referred to as **“Items of Equipment.”**

“Law” means any statute, law, ordinance, regulation, rule, code, constitution, treaty, common law, Governmental Order, other requirement, or rule of law of any Governmental Authority.

“Lien” means any mortgage, pledge, hypothecation, assignment (as security), deposit arrangement, encumbrance, lien (statutory or other), charge, or other security interest, or any preference, priority, or other security agreement or preferential arrangement of any kind or nature whatsoever having substantially the same economic effect as any of the foregoing (including, without limitation, any conditional sale or other title retention agreement and any capital lease).

“Loss” has the meaning set forth in Section 14.01.

“Manufacturer” means the manufacturer of Item of Equipment set forth in the corresponding Supplement.

“MB” has the meaning set forth in the preamble.

“MB’s Wallet” means the device, physical medium, program, or service which stores the keys for MB’s transactions for processing of Helium, as identified in the applicable Supplement(s).

“Mined Revenue” means the aggregate value of the Helium derived from Host’s operation of Item(s) of Equipment under this Agreement, which, if expressed in fiat currency, may fluctuate from time to time based on market conditions.

“Monthly Mined Revenue” means the Mined Revenue generated during a particular calendar month during the Term. If the Term contains any partial calendar month, Monthly Mined Revenue for such partial calendar month will be deemed to be the sum of Mined Revenue during such partial calendar month.

“Parts” means all components, parts, instruments, appurtenances, accessories, furnishings, and other equipment of whatever nature, which may now or from time to time be incorporated or installed in or attached to, or were provided by the Manufacturer with, any Item of Equipment, including after temporary removal from such Item of Equipment.

“Permits” means all permits, licenses, franchises, approvals, authorizations, registrations, certificates, variances, and similar rights obtained, or required to be obtained, from Governmental Authorities.

“Person” means any individual, partnership, corporation, trust, limited liability entity, unincorporated organization, Governmental Authority, or any other entity.

“Premises” means the location set forth in a Supplement (as may be amended in accordance with the terms of this Agreement) controlled by Host at which Host shall maintain and operate the Item(s) of Equipment.

“Property Insurance” has the meaning set forth in Article XV.

“Records” has the meaning set forth in Section 12.04(a).

“Representative” means, with respect to any Person, any and all directors, officers, employees, consultants, financial advisors, counsel, accountants, and other agents of such Person.

“Standard Terms” has the meaning set forth in the preamble.

“Stock” means the voting stock, membership interests, or similar equity interests of any Person.

“Sublease” has the meaning set forth in Section 11.04.

“Sublessee” means any Person that subleases any Item of Equipment or part thereof under Section 11.04.

“Subsidiary” means, with respect to any Person, a corporation, limited liability entity, partnership, or other entity of which such Person or such Person’s other subsidiaries own, directly or indirectly, more than fifty percent (50%) of the Stock.

“Supplement” has the meaning set forth in the preamble.

“Tax Benefits” has the meaning set forth in Section 4.01.

“Term” has the meaning set forth in Article VI.

“UCC” means the Uniform Commercial Code as in effect in the State of Delaware from time to time.

[END OF STANDARD TERMS]