# WYOMING MINING COMPANY, LLC

**HOSTING AGREEMENT**

This Hosting Agreement (this “***Agreement***”) is entered into between Wyoming Mining Company, LLC, a Wyoming limited liability company (“***WMC***,” “***we***,” “***us***,” or “***our***”) and the undersigned individual or entity (“***Customer***,” “***you***,” or “***your***”).

# BACKGROUND

1. WMC provides hosting, colocation and power services to persons and entities that mine for cryptocurrencies from its natural gas site (the “***Site***”).
2. Customer desires to obtain the hosting, colocation and power services from WMC on the terms contained in this Agreement.

# TERMS OF AGREEMENT

1. **WMC Services.** The services WMC will provide to Customer include ensuring access and connection to electricity power for your cryptocurrency mining operations (the “***Mining Operations***”), which shall be outlined in detail at Exhibit A to this Agreement, (collectively, the “***Power*** ***Services***”).
2. **Initiation.** To begin obtaining the Power Services, and any other services related to this Agreement, you must submit to us via email any relevant information and documentation necessary for us to initiate, set-up and perform the Power Services (the “***Order Information***”), accept the terms of this Agreement, and deliver and receive all of your Mining Operations equipment, including without limitation any containers, data centers, or units for housing your mining equipment (collectively, “***Your Equipment***”). Prior to WMC providing the Power Services, and any other services related to this Agreement, to you, you must pay the Security Deposit, the Advance Fees of first and last month of the Service Fees for our Power Services, and any Set-Up Fees, as each of the preceding are set forth and defined at Exhibit A. For example, if a 12 month contract is selected, customer must pay for month 1 and month 12 up front. Any deposit paid shall be refundable to the extent that it is not actually used by WMC in connection to services rendered.
3. **The Site**. This Agreement is not an agreement to rent or lease space in the Site. It is an agreement for WMC to provide the Power Services, and any other services related to this Agreement, to Customer, which include WMC setting up and connecting, and ensuring the supply of power for your Mining Operations at the Site. We retain the right to maintain and operate the Site in any manner that will best enable us to operate our business. WMC shall use commercially reasonable efforts to ensure Customer has access to Your Equipment at the Site during business hours and upon reasonable written notice of no less than 5 business days. While Customers are not allowed general access to the Site, WMC may agree, in its discretion, (but are by no means obligated) to give a tour of the Site to Customers upon request of no less than 5 business days written notice.
4. **Customer Information.** When you submit the Order Information via email, you are required to provide us with information about you, including your name, physical address, billing address, email address, and phone number (“***Customer Information***”). We will rely on this Customer Information. It is your obligation to provide us with correct Customer Information and to ensure we always have the correct, up to date information. You must also provide to us reasonably detailed information about the Mining Operations and Your Equipment. You represent that The individual or entity you designate as the customer in the Order Information is the owner of your account.
5. **Responsibility for Mining Decisions.** You are undertaking the Mining Operations for your benefit and at your own risk. Customer is solely responsible for making all significant choices related to your Mining Operations, including the type and number of cryptocurrency miners to purchase, which cryptocurrencies to mine, whether to use one or more mining pools and, if so, which ones to use, when and to whom to sell any cryptocurrency, the sale of Customer miners, and whether or not to convert any mined cryptocurrency to another cryptocurrency or to fiat currency, and how to complete such conversion. If we require information from you to perform the Power Services, and any other services related to this Agreement, you are responsible for communicating that information to us. We will not make decisions for you. If you ask for recommendations, we may communicate options or opinions to you, although you accept all responsibility for the decisions you make regarding your cryptocurrency mining. Customer acknowledges that some of your choices may be limited by WMC’s software, systems, and capacity to provide the Power Services, and any other services related to this Agreement, and any other factors.
6. *Intentionally Omitted.*

## Hosting Services.

1. All services described as the “***Hosting Services***” at Exhibit A shall be subject to the “Maintenance Hourly Fee” and “Non-Routine Maintenance Hourly Fee” as set forth in Exhibit A, and Customer agrees the Hosting Services must be mutually agreed upon in writing between WMC and Customer prior to WMC commencing with the Hosting Services.
2. Support Requests. If you request WMC to perform the Hosting Services, and identify any of Your Equipment that is not performing to its specifications, you must submit a support request via email only to kynarvis@wyomingmining.com.
3. Repairs and Maintenance. Routine maintenance services, such as replacing a fan in a miner or occasionally rebooting a miner, may be requested as part WMC’s performance of the Hosting Services. Non-routine maintenance and repair services, such as replacing the controller board on a miner, is not included in the Maintenance Hourly Fee and shall be subject to WMC’s Non-Routine Maintenance Hourly Fee. WMC reserves the right, in its sole discretion, to determine if a certain type of repair or maintenance is routine and included in the Maintenance Hourly Fees or if it is not. If repair or maintenance services are required for Your Equipment that are outside the scope of the routine services paid for through the Non-Routine Maintenance Hourly Fee, Customer is responsible for communicating to WMC their decision regarding repairing or maintaining Your Equipment in such context. If we have actual knowledge that any such requested and WMC approved repairs or maintenance work will void an existing warranty on Your Equipment, we will endeavor to inform you of that, although WMC bears no responsibility for ensuring its work or that of third-parties is in compliance with any warranty that applies to Your Equipment. Customer is always responsible for the cost of replacement. Customer is not entitled to a reduced or prorated fee should customer’s equipment require repair by WMC or an outside repair center. Customer remains responsible for all Service Fees (as defined in Exhibit A) in the event Customer’s equipment is being repaired.

## Other Customer Responsibilities.

1. Equipment Compatibility and Operability. It is Customer’s responsibility to ensure that all of Your Equipment is compatible and operable with the WMC’s Power Services, and any other services related to this Agreement, the Site, and network without further assistance from us, and in compliance with all applicable laws and standards for electricity generation, delivery, conversion, circuitry, wiring, and usage, including without limitation UL Standards (the “Operability Standards”). If any aspect of Your Equipment is not compatible or operable with the Power Services, and any other services related to this Agreement, or with the Operability Standards, then Customer assumes all risks associated with Your Equipment and its operations at the Site, and waives any claims and damages against WMC for any aspect Your Equipment that is not consistent with the Operability Standards. Customer further agrees that the failure to maintain Your Equipment at Operability Standards shall be deemed a material breach of this Agreement. If Customer requests that WMC to repair Customer’s Equipment to be compatible or operable with the Power Services, and any other services related to this Agreement, consistent with the Operability Standards, then Customer agrees to be charged for all of our Non-Routine Maintenance Hourly Fee for such additional services rendered by WMC.
2. Mined Cryptocurrency. WMC does not have the ability to access any cryptocurrency mined by Your Equipment. Customer is solely responsible for providing Customer’s digital currency wallet address directly to the mining pools in which Customer participates. Customer is solely responsible for maintaining and controlling Customer’s digital currency wallet(s).
3. Compliance with Laws. Customer must comply with all laws, regulations, and ordinances that apply to Customer’s cryptocurrency mining activities.
4. Taxes and Finances. Customer is responsible for all tax, accounting, and financial obligations that result from your cryptocurrency mining activities, including any applicable importation and exportation taxes for Your Equipment.
5. Communication. Customer is solely responsible for providing to us any information we require to provide the Power Services, and any other services related to this Agreement, including any requests for our Non-Routine Maintenance services with respect to items of Your Equipment that are broken and need repairs or part replacements that are outside the scope of the routine maintenance services and shall be subject to the Non-Routine Maintenance Hourly Fee.
6. **Restricted Activities.** You may not use Your Equipment or the Power Services, and any other services related to this Agreement, to conduct any business or activity or solicit the performance of any activity for any illegal, fraudulent, unauthorized, or improper purposes. You may not engage in activity that may be reasonably interpreted to be malicious or harmful. You must comply with all applicable constitutions, laws, ordinances, principles of common law, codes, regulations, statutes or treaties and all applicable orders, rulings, instructions, requirements, directives or requests of any courts, regulators or other governmental authorities in connection with Your Equipment and your use of the Power Services, and any other services related to this Agreement. You will not attempt to: (a) access the Site or the Power Services, and any other services related to this Agreement, without the written consent from WMC, (b) access Your Equipment without written notice to WMC, or (c) interfere in any manner with the provision of the Power Services or otherwise abuse the Power Services, any other services related to this Agreement, or any parts of WMC’s mining operations and power infrastructure at the Site. We reserve the right to prohibit uses that are not set out above if we have a reasonable belief that they will damage WMC, interfere with our ability to provide the Power Services, and any other services related to this Agreement, or interfere with the rights or expectations of other WMC customers.
7. **Customer’s Representations and Warranties**. Customer makes the following representations, warranties, and agreements in favor of WMC as of the date you first accept this Agreement and each date that you submit an Order Information to WMC:
	1. Customer has the power, authority and legal right to enter into this Agreement and perform your obligations under this Agreement;
	2. This Agreement constitutes the valid and legally binding obligation of Customer enforceable against you in accordance with its terms.
	3. Customer acknowledges receipt and careful review of the Agreement, and has been furnished with all information regarding the Power Services, and any other services related to this Agreement, that Customer requested or desires to know;
	4. Customer has been advised that they have the right to seek their own legal counsel to review this Agreement prior to executing the Agreement.
	5. Customer acknowledges that cryptocurrency mining, holding, and transacting may involve tax consequences and legal implications and that WMC has proffered no tax or legal advice to Customer. You must retain your own professional advisors to evaluate the tax and other legal implications of cryptocurrency mining, holding, and transacting;
	6. Customer agrees that the Power Services, and any other services related to this Agreement, are not an investment contract or any other type of security under the United States or other securities laws. As such, Customer is not entitled to the protections afforded those transacting in securities under such securities laws;
	7. Customer acknowledges there may be theoretical or practical competition between WMC and Customer in respect of cryptocurrency mining. Customer hereby waives all potential and existing conflicts of interest that WMC may have in providing the Power Services, and any other services related to this Agreement, to Customer or otherwise;
	8. Customer has the knowledge and experience to use the Power Services and any other services related to this Agreement, effectively and take full responsibility for all outcomes and implications of Customer’s cryptocurrency mining activities; and
	9. Customer understands that no data transmission over the internet is guaranteed to be secure. WMC is not responsible for the security of information transmitted over the internet. The security of our network is maintained according to generally accepted industry standards.

## WMC’s Representations and Warranties.

1. Our Representations and Warranties. We represent and warrant to Customer as of the date you accept this Agreement that we have the power, authority, and legal right to enter into this Agreement; and perform our obligations hereunder this Agreement.
2. GENERAL DISCLAIMERS. OTHER THAN THE FOREGOING SENTENCE, WMC MAKES NO REPRESENTATIONS OR WARRANTIES TO CUSTOMER, AND ANY IMPLIED WARRANTIES ARE EXPRESSLY DISCLAIMED. THE POWER SERVICES AND, IN CONNECTION, ANY OTHER SERVICES RELATED TO THIS AGREEMENT THAT WE MAY PROVIDE ARE PROVIDED “***AS-IS, WHERE-IS***” AND “***WITH ALL FAULTS***” AND CUSTOMER ACCEPTS THE POWER SERVICES, AND ANY OTHER SERVICES RELATED TO THIS AGREEMENT, AT YOUR OWN RISK. IN PARTICULAR, WMC MAKES NO WARRANTIES WHATSOEVER ABOUT GENERAL INFORMATION WE PROVIDE ON OUR WEBSITE OR OTHERWISE. WE DO NOT MAKE, AND HEREBY DISCLAIM, ALL OTHER EXPRESSED AND/OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE DO NOT WARRANT THAT THE POWER SERVICES, AND ANY OTHER SERVICES RELATED TO THIS AGREEMENT, WILL MEET ANY OR ALL OF YOUR EXPECTATIONS OR THAT THE POWER SERVICES, AND ANY OTHER SERVICES RELATED TO THIS AGREEMENT, WILL BE UNINTERRUPTED,

ERROR-FREE, OR COMPLETELY SECURE. NO EMPLOYEE OR AGENT IS AUTHORIZED TO MAKE ANY WARRANTY ON OUR BEHALF.

1. **No Transfer of Intellectual Property Rights**. This Agreement does not transfer to Customer any ownership, interest, or proprietary rights in any software, technology, work, processes, or other property or rights of WMC (or any part thereof), and all right, title, and interest in and to the foregoing will remain solely with WMC.

## Power Service Levels.

1. Power Availability. Subject to Section 13(b), power will be available to Your Equipment 95% of the time (“***Availability Target***”).
2. Exceptions to Power Availability. The Availability Target may be reduced by any of the following: (i) scheduled routine maintenance, (ii) planned, periodic relocations of Your Equipment, (iii) an event covered by Section 28 (Force Majeure), (iv) an event we reasonably deem to be an emergency, (v) an issue with any software, data, hardware, or network outside WMC’s direct control, (vi) outages or disruptions caused by a third party outside of WMC’s direct control, and (vii) any suspensions due to your late payment. We will not arbitrarily or capriciously relocate Your Equipment. However, we may relocate Your Equipment as reasonably necessary to accommodate changing operational needs in the Site and such relocation may result in a reduction to the Availability Target under Section 13(b)(ii).
3. Emergency. In an emergency, the Site will take precedence over Your Equipment. WMC may, in our sole and reasonable discretion, remove or rearrange Your Equipment during an emergency without any liability to Customer or any individual or entity associated with Customer. Customer hereby acknowledges and agrees to this waiver of liability in the event of Emergencies.
4. Internet. Customer agrees that Customer is solely responsible for procuring and overseeing Customer’s use of the internet with an internet service provider for the Site and will bear all costs, expenses, and risks related to Your Equipment’s uses of internet that Customer purchases. Customer acknowledges and agrees that WMC is not responsible for any uptimes or downtimes related to Customer’s use of the internet.

## Security.

1. Site and Equipment Security. WMC uses commercially reasonable efforts to ensure that access to the Site and Your Equipment will be monitored and restricted at all times. If we determine that Your Equipment endangers the security of our network, any of our other customers security and/or equipment, or third parties or the Site, you are required to cooperate with us in a security review. If we determine that Your Equipment has in fact compromised the security of such items, you will be charged for any security remediation fees and costs. Your ability to use the Power Services, and any other services related to this Agreement, may be suspended during the security remediation period. We agree to provide you with written notice if we determine that there has been unauthorized access to aspects of the Site or Your Equipment that are fully within our control. This notice will be provided to you as soon as reasonably possible; however, mitigation of the security of our network and the Site shall take priority over notification.

## Fees and Taxes.

1. Recurring Fees. The billing cycle and cost for the Power Services, and any other services related to this Agreement, are set out in Exhibit A and is based on the cost of power we will provide for your Mining Operations and Your Equipment. You are responsible for all fees for the Power Services (the “***Service Fees***”) and any additional fees applicable to any other services related to this Agreement.
2. Non-recurring Charges. We may require that you pay certain non-recurring charges, such as delivery expenses, customs and exportation fees, Maintenance Hourly Fees, Non-Routine Maintenance Hourly Fees, repair fees (to WMC or third-party providers to which we send any damaged items of Your Equipment if you request us to repair such items), and outside of scope changes to our obligations to perform the Power Services. Non-recurring charges are identified in Exhibit A. Payment of any outstanding non-recurring charges is a condition precedent to our obligation to perform or provide the relevant service to you.
3. Taxes. You are responsible for all taxes assessed by local, state/provincial, and/or federal, authorities arising out of any cryptocurrency transactions activities from Your Equipment and Your Mining Operations, regardless of your physical location. If these taxes are assessed on us, based on the Power Services, and any other services related to this Agreement, we provide to you, and we are required to pay these taxes, they will be billed to you, in addition to a reasonable special handling and processing fee. You are not responsible for taxes based on our income.
4. No Refunds. The Service Fees, and any other fees for services actually used by Customer, are not refundable in whole or in part. The Deposit (as identified in Exhibit A) is refundable upon expiration of the Term or termination of this Agreement.
5. Offsets and Discounts. In the event WMC fails to deliver the Power Services at the Availability Target (as defined below) during a billing cycle, Customer shall receive an offset or discount to the Service Fees of the immediately consecutive billing cycle subject to the mutual consent of the Parties, which shall not be unreasonably delayed, as to a fair and reasonable amount for such offset or discount.
6. **Security Interest**. You grant to WMC a security interest in your right, title, and interest, now existing and hereinafter arising, in all of Your Equipment, and the cryptocurrencies mined from Your Equipment and your Mining Operations up to the value of amounts owed to WMC at the WMC exercises rights pursuant to this Section 16. This security interest secures the payment of your obligations under this Agreement, including any obligations to pay the Service Fees you owe to us hereunder and the payment and performance of all other liabilities and obligations of Customer to WMC of every kind and description, direct or indirect, absolute or contingent, due or to become due, and now existing or hereafter arising. By executing this Agreement, you hereby appoint WMC as your attorney-in-fact to file such financing statements, amendments and any other instruments related to this Agreement without any requirement to obtain any other consent from you.

## Billing and Payments.

1. Service Fee and Other Fee Payments: Service Fees and associated taxes (if there are any) are invoiced monthly at least ten (10) days in advance prior to the first day of the next billing cycle and due within five (5) days after issuance. If the bill is not paid within five (5) days your account will be marked delinquent. The billing cycle begins on the day Your Equipment is setup and connected in WMC’s facility. The billing cycle is 30 days or 720 hours in duration. Upon the Effective Date (as defined in Exhibit A), Customer must pay WMC the Security Deposit (as defined in Exhibit A), the Set-Up Fees (as defined in Exhibit A), and the Advance Fees (as defined in Exhibit A) up front prior to deploying any of Customer’s equipment. The first month collected is applied to the first month charge associated with the customer account. The last month is held as security until the last month payment for the contract comes due after which the payment is applied to the Customer’s account. The Security Deposit is held as a security for any unpaid balances still owing to WMC upon the occurrence of any breach of this Agreement by you, or at or after termination of this Agreement. The Security Deposit is refundable to the extent that it has not been actually utilized at the time of termination or expiration of this Agreement.
2. Non-Recurring Charges: Non-recurring charges will generally be billed in advance and must be paid in full before WMC or a third party performs any work or services in respect thereof. If WMC invoices Customer for any non-recurring charges after performing the associated work or services, Customer must pay the related invoices within five (5) days of receipt.
3. Late Payments. If you do not make any payment due hereunder within five (5) days of the issuance of the invoice, your account will be considered delinquent, and we may suspend the Power Services, and any other services related to this Agreement, at any time. You are responsible for all charges we incur because of your delinquency, including collection charges and attorneys’ fees. Delinquent payments are subject to default fees equal to the lesser of 5% per month and the maximum amount allowed by law.
4. Merchant Fees. Any payments due hereunder that is made by credit card will be subject to a 3% processing fee. Any payment submitted via WMC’s preferred cryptocurrency exchange or payment vendor (a “***Payment Vendor***”) may be subject to a processing fee not to exceed 2% that is included in the invoice and paid directly to such Payment Vendor. All incoming bank wires or cashier’s checks are accepted with no processing or merchant fees.

## Default in Payments.

1. Suspending Services. If you fail to pay the Service Fees, any non-recurring charges, when due, or any other pre-authorized additional expenses or costs WMC has incurred directly in performance of the Power Services, and any other services related to this Agreement, WMC may immediately suspend the Power Services, and any other services related to this Agreement. During any period of suspension, we may allow Your Equipment to continue operating, in which case any cryptocurrency you mine and is under your ownership shall become the property of WMC to offset amounts owed and due to WMC. You acknowledge that the retention of said cryptocurrency is not a penalty but is in the nature of liquidated damages.
2. Acceleration of Balance Owed Under this Agreement. It is understood and agreed that on default in the payments, or any part thereof, when due, 48 hours after the payment is due, WMC, at its sole and reasonable election, may accelerate the total amount owed under this Agreement and declare the same payable at once without notice or demand, which you hereby waive, on any parties to this Agreement. You acknowledge that such Acceleration of the balance owed under the contract is not a penalty but is in the nature of liquidated damages.
3. Customer’s Equipment Upon Default. 30 days after default in payment, subject to Section 16, Your Equipment will become the property of WMC. Any cryptocurrency remaining in the mining equipment of Your Equipment, 30 days after Customer defaults on payment becomes the property of WMC automatically. Retention of Your Equipment and any cryptocurrency residing in Your Equipment 30 days after Customer defaults on payment may be used to offset moneys owed by Customer to WMC. You acknowledge that retention of said equipment owed under the contract is not a penalty but is in the nature of liquidated damages.
4. Attorneys’ Fees. Legal costs associated with indemnification will be billed to you, and you will remain responsible for all such legal costs, and any costs associated with collection.

## Term and Termination.

1. Term. This Agreement is effective as of the Effective Date (as defined in Exhibit A); provided however our obligation to perform the Power Services begins on the date all of the following conditions precedent are completed: (i) Customer signs this Agreement, (ii) Customer submits their first Order Information to WMC via emailing the applicable details to kynarvis@wyomingmining.com, (iii) WMC receives Your Equipment (in compatible and operable format consistent with the Operability Standards) that Customer sends to us, (iv) WMC sets up the power, and installs and connects Your Equipment to the Site’s electricity generators and related power sources, (v) Customer pays all upfront fees as identified in Section 17(a) and Exhibit A, required by WMC under this Agreement. The Initial Term of this Agreement is the contractual time period defined and set forth at Exhibit A. Upon expiration of such time period, this Agreement will automatically renew either (A) on a month to month basis at WMC’s applicable Service Fee pricing under this Agreement, or (B) for the duration and term mutually agreed upon by the parties prior to expiration or termination of this Agreement, unless this Agreement is, otherwise, earlier terminated pursuant to this Section 19.
2. Mutual Right to Terminate for Material Breach. Either party may terminate this Agreement if the other party materially breaches this Agreement. The party claiming a material breach must provide written notice to the breaching party and ten (10) calendar days to cure such breach. Any such written notice must contain sufficient information to allow the breaching party the opportunity to understand and cure the material breach. Your failure to pay Service Fees, or any applicable fees in connection with this Agreement, when due constitutes a material breach.
3. WMC’s Right to Terminate for Good Cause. We may terminate the Power Services, and any other services related to this Agreement, at any time after providing you with 2 business days’ prior written notice to you for Good Cause. “***Good Cause***” exists if (i) the Power Services, or any other services related to this Agreement, become cost prohibitive, (ii) you engage or threaten to engage legal counsel who contacts WMC or our legal counsel regarding a dispute between you and WMC, or (iii) in WMC’s good faith and sole determination, Customer repeatedly places unreasonable demands on WMC or consumes a significantly disproportional amount of the time and efforts of WMC relative to the volume of the Power Services purchased by Customer.
4. Effect of Termination. Upon termination of the Agreement for whatever reason, we may immediately stop providing the Power Services, and any other services related to this Agreement. We may ship Your Equipment back to you based on the instructions you provide to us at your sole cost and expense. You are entirely responsible for removing Your Equipment, at your sole cost and expense. If you elect to have WMC remove or ship Your Equipment, you agree to (i) waive all liability against WMC for any damage, destruction, or harm not willfully caused by WMC in WMC’s removal and transport of Your Equipment, (ii) pay for all the shipping and delivery costs (or providing prepaid shipping labels to us), (iii) any disconnect or de-installation costs prior to us shipping Your Equipment back to you, and (iv) any other expenses and costs that WMC reasonably incurs as a result or arising out of your request for WMC to remove and transport Your Equipment. Until you make any payments of non-recurring charges or outstanding Service Fees, WMC will retain all of Your Equipment and WMC may mine cryptocurrency with Your Equipment for WMC’s own behalf in its sole and reasonable discretion. In the event of termination or expiration of this Agreement, you fail to remove all of Your Equipment, WMC may exercise its rights under Section 16 and 18(c) of this Agreement until you successfully remove all of Your Equipment.
5. Survival. The following Sections of this Agreement shall survive termination: 10 to 12, 15 to 18, 19(d), and 20 to 38.
6. **Insurance.**  Customer agrees to and shall maintain in force and effect during the Term of this Agreement one or more policies of commercial general liability insurance, insuring Customer against all hazards and risks customarily insured against by persons locating equipment such as Your Equipment in spaces such as the Site. The policy shall be written on a per-occurrence basis with blanket contractual liability coverage, with respect to use of the Site, your Mining Operations, and Your Equipment therein, with a combined single limit coverage of not less than One Million Dollars ($1,000,000) and aggregate umbrella coverage of not less than an additional One Million Dollars ($1,000,000). Customer shall maintain property insurance (inclusive of coverage for data, media, and electronic data processing perils) written on a “***Special Form***” basis at full replacement cost value. Customer’s policies shall contain provisions providing that such insurance shall be primary insurance insofar as Customer is concerned, with any other insurance maintained by WMC being excess and noncontributing with the insurance of Customer required hereunder; and the same shall provide coverage for the contractual liability of Customer to indemnify WMC. Each of Customer’s policies shall name WMC and any additional persons, or entities that WMC may reasonably designate in writing, as “***additional insureds***”.  All such policies shall provide that Customer’s insurer waives all rights of subrogation against WMC. Each such policy shall provide that it cannot be canceled or modified unless WMC is given thirty (30) calendar days advance written notice of such cancellation or modification. The insurance requirements set forth herein are independent of Customer’s indemnification and other obligations hereunder and shall not be construed or interpreted in any way to restrict, limit, or modify Customer’s indemnification and other obligations, or to limit Customer’s liability.  Customer shall obtain all insurance policies with carriers having an A.M. Best rating of A- VIII or better.  Prior to Your Equipment occupying the Site or engaging in any of the Power Services, and any other services related to this Agreement, and at any time thereafter upon WMC’s request, Customer shall submit to WMC evidence that Customer has the insurance policies required hereunder in effect and shall provide to WMC certificates, with copies of all applicable endorsements attached, to WMC. Customer shall ensure that WMC receives at least ten (10) days prior written notice before any policy is canceled or materially modified.

# LIMITATIONS OF LIABILITY.

1. NO CONSEQUENTIAL-TYPE DAMAGES. WMC AND OUR LICENSORS, AGENTS, EMPLOYEES, OFFICERS AND/OR THIRD-PARTY VENDORS (“***WMC PARTIES***”) ARE NOT LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES WHATSOEVER, INCLUDING DAMAGES FOR LOST PROFITS, COST SAVINGS, REVENUE, BUSINESS, DATA OR USE, OR ANY OTHER PECUNIARY LOSS BY YOU OR ANY OTHER THIRD PARTY ARISING OUT OF, OR RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT AND THE POWER SERVICES, OR ANY OTHER SERVICES RELATED TO THIS AGREEMENT, REGARDLESS OF (I) WHETHER SUCH DAMAGES WERE FORESEEABLE, (II) WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (III) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND (IV) THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
2. ABSOLUTE LIMITATION OF LIABILITY. IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE WMC PARTIES ARISING OUT OF OR RELATED TO THIS AGREEMENT AND THE POWER SERVICES, OR ANY OTHER SERVICES RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID TO WMC FOR THE POWER SERVICES, AND ANY OTHER SERVICES RELATED TO THIS AGREEMENT, DURING THE PREVIOUS TWELVE (12) MONTHS; EXCEPT, HOWEVER, THE PARTIES AGREE THAT THIS LIMITATION SHALL NOT APPLY TO A DEFAULT IN PAYMENT AND THE REMEDIES UNDER SECTION 18 OF THIS AGREEMENT. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES; YOU AGREE THAT IN THOSE JURISDICTIONS OUR LIABILITY WILL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

## Indemnity.

1. Indemnification by Customer. Customer shall indemnify, defend and hold harmless each WMC Party from and against all claims, damages, losses, liabilities, suits, actions, demands, settlements, penalties, proceedings (whether legal or administrative), and any other expenses (including reasonable attorneys’ fees) (each, a “***Claim***” or collectively, the “***Claims***”) threatened, asserted, or filed by a third party against any of the indemnified parties arising out of, or relating to: (i) Customer’s use of the Power Services, or any other services related to this Agreement, unless the Claim is one for which WMC owes you indemnity pursuant to Section 22(b), (ii) any violation by Customer of any WMC policy, Operability Standards, and terms and conditions for use of the Site, (iii) any breach of Customer’s representations, warranties or covenants contained in this Agreement, and (iv) any acts or omissions by you. You may not enter into any settlement without WMC’s prior written consent.
2. Indemnification by WMC. WMC shall indemnify, defend and hold harmless Customer harmless from and against all Claims (as defined in Paragraph 22(a), above) threatened, asserted, or filed by a third party against Customer arising out of, or relating to a breach by WMC of our representations, warranties, or covenants contained in this Agreement.
3. **Monitoring of Communications and Disclosure.** We may disclose information, including information that you may consider confidential, to comply with a court order, subpoena, summons, discovery request, warrant, regulation, or governmental request. We assume no obligation to inform you that information has been so provided, and in some cases may be prohibited by law from giving such notice. We may also disclose such information when it is necessary for us to protect our business, or others, from harm.
4. **Governing Law.** This Agreement, including all exhibits and schedules, attachments and appendices attached to the Agreement and thereto, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the state of Wyoming, without regard to its conflict of law provisions.
5. **Disputes.** The courts of the State of Wyoming sitting in Sweetwater County, Wyoming shall have exclusive jurisdiction to hear, adjudicate, decide, determine and enter final judgment in any action, suit, proceeding, case, controversy or dispute, whether at law or in equity or both, and whether in contract or tort or both, arising out of or related to this Agreement, or the construction or enforcement hereof or thereof (any such action, suit, proceeding, case, controversy or dispute, a “***Related Action***”). WMC and the Customer hereby irrevocably consent and submit to the exclusive personal jurisdiction of the Courts of Sweetwater County, Wyoming to hear, adjudicate, decide, determine and enter final judgment in any Related Action. WMC and the Customer hereby irrevocably waive and agree not to assert any right or claim that it is not personally subject to the jurisdiction of the Courts of Sweetwater County, Wyoming in any Related Action, including any claim of forum non conveniens or that the Courts of Sweetwater County, Wyoming are not the proper venue or form to adjudicate any Related Action. If any Related Action is brought or maintained in any court other than the Courts of Sweetwater County, then that court shall, at the request of WMC or Customer, dismiss that action. The parties may enter a judgment rendered by the Courts of Sweetwater County, Wyoming under this Agreement for enforcement in the courts of Wyoming and the party against whom such judgment is taken will not contest the authority of such courts to enforce such a judgment.
6. **Nature of Relationship**. The rights and obligations of WMC and Customer set out in this Agreement are undertaken as independent contractors. Neither of the parties has the right to create an obligation on behalf of the other except if Customer instructs WMC to take action on Customer’s behalf to maintain, repair, or replace any of Your Equipment. This Agreement does not create any agency, partnership, joint venture, or franchise relationship.
7. **Notices.** Notices sent to either party shall be effective when delivered in writing (“***Notice***”) in person, or transmitted by email on the same day of the receiving party having sent confirmation of receipt or the next business day after the email sent date if no confirmation is sent by the receiving party, one day after being sent by overnight courier, or three days after being sent by first class mail postage prepaid to the addresses set forth below, or at such other address as the parties may provide from time to time:

 If to WMC: Wyoming Mining Company, LLC

 Attn: Kynarvis Clark

 610 Jonah Drive

 Rock Springs, WY 82901

 Email: kynarvis@wyominingmining.com

 If to the Customer: Company Name: [[ ]]

 Attn: [[ ]]

Address:

 Email: [[ ]]

1. **Force Majeure.** Except for your obligation to pay the Service Fees, including without limitation the Monthly Recurring Fee, and any other amounts due to WMC under this Agreement, which is absolute and unconditional, neither party is liable to the other for any delay or failure in performance due to events outside the defaulting party’s reasonable control, including acts of God, earthquake, labor disputes, shortages of supplies, riots, war, fire, epidemics, civil orders, failures of telecommunication carriers, delays of common carriers, or other circumstances beyond its reasonable control (each a “***Force Majeure Event***”). The obligations and rights of the excused party will automatically be extended on a day to day basis for the time of the excusable delay; provided, however, the obligation to pay WMC for any undisputed amounts owed to WMC shall not be excused at any time, even if a party is claiming an excuse due to a Force Majeure event.
2. **Severability.** If any term of this Agreement is deemed unenforceable in any jurisdiction, such unenforceability does not affect any other term of this Agreement or render unenforceable such term in any other jurisdiction.
3. **Waiver.** No waiver by a party of any breach of this Agreement is a waiver of any subsequent breach. The failure of any party at any time to require performance of the other party’s obligations hereunder does not affect the right to later enforce this Agreement.
4. **Entire Agreement / Amendment.** This Agreement incorporates by reference and includes each exhibits and schedules attached hereto, any Order Information that you submit to us via an email to WMC. Collectively, such documents constitute the entire agreement of the parties with respect to the Power Services, and any other services related to this Agreement, and supersede all prior and contemporaneous understandings or agreements, both written and oral, with respect to the Power Services, and any other services related to this Agreement. This Agreement may only be amended in writing and signed by each party.
5. **Attorneys’ Fees.** The prevailing party in any Related Action shall be entitled to recover reasonable attorney’s fees and costs.
6. **Further Actions.** Each party agrees to provide such further information about themselves as may be required to further the purposes herein and execute such other documents as may be advisable to implement and perfect the transactions contemplated by this Agreement or to comply with any applicable law or regulatory disclosure.
7. **Construction.** This Agreement shall be construed as a whole and in favor of the validity and enforceability of each of its provisions, so as to carry out the intent of the parties as expressed herein. Headings are for the convenience of reference, and the meaning and interpretation of the text of any provision shall take precedence over its heading. This Agreement may be signed in one or more counterparts, each of which shall constitute an original, but all of which, taken together shall constitute one agreement. An emailed copy or photocopy of a party's signature shall be deemed an original for all purposes.
8. **Remedies Cumulative**. Remedies hereunder are cumulative and do not exclude any other remedies to which a party is lawfully entitled.
9. **Parties in Interest.** Nothing in this Agreement confers any right or remedy under this Agreement or discharges the obligation or liability of any person or entity other than WMC and Customer and their permitted successors and assigns.
10. **Assignability.** Customer may not assign this Agreement or Customer’s duties, obligations, and rights to any other person or entity except upon our prior written consent, which consent may be withheld in our sole and reasonable discretion. WMC may freely assign this Agreement.
11. **Signature Pages.** This Agreement may be executed with any number of duplicate signature pages. Signature pages may be signed and exchanged electronically.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates shown below, but effective as of the Effective Date.

**Customer:** **WMC:**

 Wyoming Mining Company, LLC,

 a Wyoming limited liability company

By: By:

Name: Name: Kynarvis Clark

Its: Authorized Signatory Its: CEO

Date: Date:

**EXHIBIT A**

**YOUR ORDER INFORMATION, YOUR EQUIPMENT, THE SERVICE FEES, AND ADDITIONAL TERMS AND CONDITIONS**

The following are terms and conditions that are subject to the Agreement, to which this Exhibit A is an exhibit thereto, and any capitalized terms herein shall have the same meaning as set forth in the Agreement.

|  |  |
| --- | --- |
| COMMERCIAL TERMS |   |
| Your Equipment  | Miners:  |
| Watts: |
| Total Watts:  |
| Site Location and Power Availability |
| Riley Ridge, WY |
|  \_\_MW Available |
| Effective Date |  \_\_\_\_\_\_\_ 2022, which shall be the earliest execution date of this Agreement. |
| Start Date |  \_\_\_\_\_\_\_\_, 2022  |
|  |
| Initial Term | \_\_\_\_\_ months starting from the Effective Date. |  |
| Deposit (the “***Security Deposit***”) |   |  |
| $\_\_\_\_\_\_\_ \*Refundable upon expiration of the Term, or termination of the Agreement. The Credited Amount shall be applied to the Security Deposit. |  |
| Generator connection fee $\_\_\_\_\_\_\_\_ (based on actual fees by Generator Company).  |  |
| Electricity Provided |   |  |
| Up to \_\_\_\_\_Kw |  |
| Electricity Cost |   |  |
| $\_\_\_\_\_\_\_ per KwH  |  |
| Recurring Monthly Recurring Fee (the “***Monthly Recurring Fee***”) |   |  |
|   |  |
| Up to $\_\_\_\_\_\_ (Each billing cycle of 30 Days) |  |
| 1st and Last Month of the Monthly Recurring Fee (the “***Advance Fees***”) |  |  |
|  |
| $\_\_\_\_\_\_ \*Applied upon installation of Your Equipment and the power being turned on for Your Equipment. The Credited Amount shall apply to this Advance Fee. |  |
| Routine Maintenance Hourly Fee (the “***Maintenance Hourly Fee***”) |   |  |
| $\_\_\_\_\_\_ per KwH |  |

* + 1. Fees and Payment.
			1. Pursuant to Sections 15, 17 and 18 of the Agreement, and any other applicable terms in the Agreement, the Service Fees for the Power Services shall comprise of the Monthly Recurring Fee.
			2. Any requests to perform the Hosting Services shall be subject to an additional Maintenance Hourly Fees or Non-Routine Maintenance Hourly Fees based upon a mutually pre-approved expected scope of work, maintenance hours, costs, and resources to staff any requests for a billing cycle.
			3. As a condition precedent, Customer must also pay the Security Deposit, the Set-Up Fees, and the Advance Fees, before WMC is obligated to commence with the Power Services.
			4. WMC shall apply the 1st Monthly Recurring Fee only when (i) all of Your Equipment is installed at the Site and (ii) power is turned on for Your Equipment.
		2. The Power Services.
	1. Power: WMC shall provide power at up to \_\_\_\_\_ Kw of power for Your Equipment.
	2. Specifications: WMC shall maintain the Site to generally accepted industry standards.
	3. Uptime: WMC shall provide 95% annual uptime for power and managed networking with respect to the Your Equipment, exclusive of any service interruptions and exclusive of any Force Majeure events.
	4. Dedicated Point of Contact: WMC shall provide one dedicated point of contact who shall be available for contact by the Customer during the hours of 9:00 a.m. to 5:00 p.m. (Mountain Time), exclusive of the exceptions set forth in Section 13(b) of the Agreement.
		1. Hosting Services.

The Hosting Services shall comprise of the following subject to Customer’s decision to procure the Hosting Services outlined below. Customer agrees that WMC is under no obligation to provide the Hosting Services.

* 1. Intervention: WMC provide intervention services at a response rate of within one hour during the hours of 9:00 a.m. to 5:00 p.m. (Mountain Time) Monday through Friday on days that are not statutory holidays, and at a response rate of within six hours at all other times.
	2. Dedicated Point of Contact: WMC provide one or more dedicated points of contact who shall be available for contact by the Customer at all times, exclusive of the exceptions set forth in Section 13(b) of the Agreement.
	3. Routine Maintenance: WMC shall perform or procure to be performed janitorial services, environmental systems maintenance, power plant maintenance, and other maintenance as is reasonably required to maintain the Site in a condition suitable for the Your Equipment as per Your Equipment manufacturer specifications, subject to the limitations of liabilities and disclaimers outlined in the Agreement.
	4. Specifications: WMC shall provide the Hosting Services according to generally accepted industry standards.
		1. Repairs and Non-Routine Maintenance.

Subject to Customer’s decision to procure additional Repair Services (as defined herein), WMC shall provide and perform the following additional Repair Services for the benefit of the Customer in WMC’s sole and reasonable discretion, at Customer’s cost billed and invoiced at the Non-Routine Maintenance Hourly Fee rate herein (collectively, the “***Repair Services***”). Customer agrees that WMC is under no obligation to provide the Repair Services. The Repair Services shall comprise of the following:

* 1. Managing repairs to common parts of Your Equipment.
	2. Repair Services may be performed by WMC or a third party with prior written consent of the Customer, for which written consent by email shall suffice. If a third party is utilized and such third-party fees exceed the Non-Routine Maintenance Hourly Fee, WMC will seek the written approval of Customer for such fees prior to commencing work for the Repair Services.
	3. The Repair Services shall be invoiced billed according to Section 17(b) of the Agreement.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties hereto have executed this Exhibit A to the Agreement on the dates shown below, but effective as of the Effective Date.

**Customer:** **WMC:**

 Wyoming Mining Company, LLC,

 a Wyoming limited liability company

By: By:

Name: Name: Kynarvis Clark

Its: Authorized Signatory Its: COO

Date: Date: