

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): November 30, 2021

MARATHON DIGITAL HOLDINGS, INC.

(Exact Name of Registrant as Specified in Charter)

<u>Nevada</u> (State or other jurisdiction of incorporation)	<u>001-36555</u> (Commission File Number)	<u>01-0949984</u> (IRS Employer Identification No.)
<u>1180 North Town Center Drive, Suite 100 Las Vegas, NV</u> (Address of principal executive offices)		<u>89144</u> (Zip Code)

Registrant's telephone number, including area code: (800) 804-1690

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Securities registered pursuant to Section 12(b) of the Act:

<u>Title of each class</u> Common Stock	<u>Trading Symbol(s)</u> MARA	<u>Name of each exchange on which registered</u> The Nasdaq Capital Market
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FORWARD-LOOKING STATEMENTS

This Form 8-K and other reports filed by Registrant from time to time with the Securities and Exchange Commission (collectively, the "Filings") contain or may contain forward-looking statements and information that are based upon beliefs of, and information currently available to, Registrant's management as well as estimates and assumptions made by Registrant's management. When used in the Filings the words "anticipate," "believe," "estimate," "expect," "future," "intend," "plan" or the negative of these terms and similar expressions as they relate to Registrant or Registrant's management identify forward-looking statements. Such statements reflect the current view of Registrant with respect to future events and are subject to risks, uncertainties, assumptions and other factors relating to Registrant's industry, Registrant's operations and results of operations and any businesses that may be acquired by Registrant. Should one or more of these risks or uncertainties materialize, or should the underlying assumptions prove incorrect, actual results may differ significantly from those anticipated, believed, estimated, expected, intended or planned.

Although Registrant believes that the expectations reflected in the forward-looking statements are reasonable, Registrant cannot guarantee future results, levels of activity, performance or achievements. Except as required by applicable law, including the securities laws of the United States, Registrant does not intend to update any of the forward-looking statements to conform these statements to actual results.

Item 1.01. Entry into a Material Definitive Agreement.

Effective November 30, 2021, Marathon Digital Holdings, Inc. (the "Company") entered into an amended five year hosting agreement with Compute North, LLC ("Compute North") to host 73,000 S19 miners to be deployed during the first two quarters of 2022 at a hosting fee of \$0.044 per kilowatt hour with substantially the same terms as the Company's prior hosting agreements with Compute North. On that same date, the Company also entered into a joint venture with Compute North to form Marathon Compute North 1 LLC (the "LLC") of which the equity is owned 82% by Marathon and 18% by Compute North. The LLC entered into a hosting agreement with Compute North to host 30,000 S19 miners along substantially similar terms to the hosting agreement between the Company and Compute North also at \$0.044 per kilowatt hour.

Item 8.01 Other Information

See attached press release as Exhibit 99.1 regarding the transactions described in Item 1.01.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

- 10.1 [Amended Hosting Agreement between the Company and Compute North dated as of November 30, 2021](#)
 - 10.2 [Operating Agreement, dated November 30, 2021 of Marathon Compute North 1 LLC](#)
 - 10.3 [Hosting Agreement between the Company and the LLC dated as of November 30, 2021](#)
 - 99.1 [Press Release dated December 1, 2021](#)
 - 104 Cover page interactive data file (embedded within the inline XBRL document).
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SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Date: December 6, 2021

MARATHON DIGITAL HOLDINGS, INC.

By: /s/ Sim Salzman

Name: Sim Salzman

Title: Chief Financial Officer



MASTER AGREEMENT

This Master Agreement (the "Agreement"), dated Nov 24, 2021, is between Compute North LLC ("Compute North") and Marathon Digital Holdings, Inc. ("Customer"). In consideration of the promises set forth below, the parties agree as follows:

1. **Services.** Compute North shall provide, and Customer shall pay for, the Colocation, managed and other services (the "Services") for Customer's cryptocurrency mining hardware (the "Mining Equipment") identified on the order form attached hereto as Exhibit A, as may be updated in writing and duly signed by Customer and Compute North from time to time (the "Order Form"). Compute North shall provide the Services consistent with, and as more fully described in, its customer handbook (the "Customer Handbook"), available at www.computenorth.com/handbook.pdf and incorporated herein, as Compute North reasonably may update from time to time.
2. **Colocation Services.**
 - 2.1. **Colocation Facility.** Compute North will provide colocation services for Mining Equipment ("Colocation Services") at a facility provided with electricity and network connectivity sited at the location specified the Order Form (the "Facility") during the Equipment Term specified on the Order Form in accordance with the Customer Handbook.
 - 2.2. **Acceptable Use Policy.** Customer's receipt of Colocation Services and its use of Mining Equipment pursuant to this Agreement is subject to Customer's compliance with Compute North's then-current Acceptable Use Policy, available at www.computenorth.com/aup and incorporated herein, as Compute North may reasonably update from time to time.
 - 2.3. **Customer Portal.** Compute North will provide Customer with access to its customer portal (the "Customer Portal"). Customer's access to and use of the Customer Portal is subject to, and Customer agrees to be bound by, Compute North's Terms of Use, available at www.computenorth.com/tou and incorporated herein, as Compute North may reasonably update from time to time. All written notices required by Customer under this Agreement shall be submitted using the Customer Portal, and all written notices by Compute North may be made using the Customer Portal or by email to the address set forth on Customer's most recent Order Form.
 - 2.4. **Transfer of Mining Equipment.** Customer shall provide prompt written notice to Compute North if it transfers legal title or grants any third party rights in or to any Mining Equipment to an Affiliate (defined below) or other third party. All such transfers shall be subject to Compute North's KYC requirements and shall preserve Compute North's security interest under Section 7. In the event of a transfer, Customer shall remain obligated to pay Compute North the Monthly Service Fees for the transferred Mining Equipment for the remainder of the Equipment Term applicable to such Mining Equipment unless and until such Mining Equipment is placed into service under, and is subject to, a collocation agreement between the acquiring third party and Compute North, which shall require Compute North's approval (including satisfaction of Compute North's credit and know-your-customer requirements), which shall not be unreasonably withheld.
 - 2.5. **Transfer of Services.** Other than to Affiliate, Customer may not sublicense, assign, delegate or otherwise transfer its receipt of Colocation Services under this Agreement to any third party without Compute North's express written consent in Compute North's sole discretion. Customer agrees that Compute North shall not under any circumstance be deemed to be providing any Colocation Services to any third party for Customer or on its behalf.

3. **Managed Services.**

- 3.1. **Managed Services.** Compute North will provide managed services for the Mining Equipment as elected on the Order Form ("Managed Services"). Compute North will provide Managed Services in a professional and workmanlike manner consistent with the Customer Handbook. If Customer does not elect Managed Services, Customer shall be solely responsible for configuring and maintaining the Mining Equipment remotely via VPN.
- 3.2. **Third-Party Management.** Customer shall notify Compute North if it engages a third party to provide services on its behalf with respect to the Mining Equipment. Customer shall be fully responsible and liable to Compute North under this Agreement for any acts or omissions by any third-party service provider acting for or on its behalf.

4. [Intentionally omitted.]

5. **Term and Termination.**

- 5.1. **Term of Master Agreement.** This Agreement shall be effective as of the date on which it has been executed by Compute North and Customer (the "Effective Date") and, unless otherwise terminated, shall continue until all applicable Equipment Terms have expired or terminated.
- 5.2. **Equipment Term.** The Equipment Term set forth on an Order Form for Mining Equipment shall commence as of the date Compute North notifies Customer in writing that the Mining Equipment has been received and turned on by Compute North. Unless an Order Form provides otherwise, the Equipment Term shall renew for successive one (1) year periods with a three percent (3%) increase per extension term unless one party notifies the other in writing at least one hundred eighty (180) days prior to the conclusion of the then-current Equipment Term.
- 5.3. **Mining Equipment Return.** Upon Customer's written request, and provided Customer has paid all undisputed amounts then due and owing under this Agreement, Compute North shall decommission and return the corresponding Mining Equipment to Customer upon the expiration or termination of the applicable Equipment Term as provided in Section 9.3.
- 5.4. **Event of Default.** An event of default (each, a "Default") shall exist if Customer: (a) fails to make any payment(s) due pursuant to this Agreement; (b) violates, or fails to perform or fulfill any covenant or provision of this Agreement, and such matter is not cured within thirty (30) days after written notice from Compute North; or (c) enters into bankruptcy, dissolution, financial failure or insolvency; and Customer may terminate this Agreement upon written notice to Compute North if Compute North (y) fails to perform any of its obligations hereunder in any material respect that is not cured within forty-five (45) days after written notice from Customer that identifies the failure, or (z) enters into bankruptcy, dissolution, financial failure or insolvency.
- 5.5. **Effect of Default.** In the event of a Default by Customer that is not rectified within thirty (30) days after written notice from Compute North and continuing, Compute North shall have the right, but not the obligation, to terminate this Agreement or any Order Form on written notice to Customer, and Customer shall pay immediately to Compute North all amounts then owed under this Agreement and, as liquidated damages and not a penalty, all amounts due for the remainder of the applicable Equipment Term(s). If Customer fails to make any such payments, in addition to any other rights and remedies it may have, Compute North shall have the right to (a) sell or retain possession of, (b) reconfigure for Compute North's use, or (c) remove and

store at Customer's expense, all or any portion of the Mining Equipment without any cost, obligation or liability of Compute North to Customer.

6. **Fees and Payment.**

- 6.1. **Initial Fees.** The one-time fee for setup, installation, and configuration of Mining Equipment (the "Initial Setup Fee") and the initial deposit specified in the applicable Order Form (the "Initial Deposit") and any Hardware Deposit shall be due and payable as of the date on which Compute North and Customer have both executed an Order Form. The Initial Setup Fee is non-refundable and non-transferrable under any circumstance. The Initial Deposit and Hardware Deposit are non-transferrable under any circumstance and are not refundable except as expressly set forth herein and only to the extent that all of Customer's obligations under this Agreement have been fully satisfied.
- 6.2. **Monthly Fees.** On the first day of every month during the Term of this Agreement, Customer shall pay Compute North the Monthly Service Fees and Monthly Package Fees (collectively, the "Fees") set forth on the Order Form. Compute North reserves the right to adjust the Monthly Service Fees based on the actual performance and efficiency of the Mining Equipment, as mutually agreed by Compute North and the Customer. If there are any increases, changes in, or introduction or administration of, any taxes, levies, utility tariffs, governmental or quasi-governmental fees or other charges with respect to the Services or the Facility Compute North may pass through to Customer, and Customer shall pay, all such amounts (the "Passed-Through Amounts") in accordance herewith; provided, however, that if the Passed-Through Amounts increase the Hosting Services Rate specified in the applicable Order Form by more than fifteen percent (15%), Compute North shall, at its option, make best efforts to relocate the Equipment to a new location owned or beneficially owned by Compute North within one hundred eighty (180) days after the date when Customer was notified of the Passed-Through Amounts or terminate the Agreement, or applicable Order Form, upon written notice to Customer.
- 6.3. **Taxes.** All amounts payable by Customer under this Agreement are exclusive of, and Customer shall solely be responsible for paying, all taxes, duties, and fees, including federal, state, and local taxes on manufacture, sales, gross income, receipts, occupation, and use, not based on Compute North's income that arise out of this Agreement. If any deduction, withholding, or payment for taxes is required in any jurisdiction on amounts payable to Compute North, Customer shall indemnify and make Compute North whole for the full amount thereof. Unless specifically set forth on the applicable Order Form, Customer is solely responsible for all requirements for renewable energy certificates, allowances, or other carbon offsets required by or otherwise necessary for Customer's compliance with any federal, state, local or other applicable Law.
- 6.4. **Payment Method.** All payments due and owing under this Agreement shall be made through automated clearing house ("ACH") transfers by Compute North from an account established by Customer at a United States bank designated by Customer (the "Payment Account"). Customer hereby agrees to execute and deliver to Compute North or its ACH payment agent an authorization agreement authorizing Compute North to initiate ACH transfers from the Payment Account to Compute North in the amounts required or permitted under this Agreement. For as long as this Agreement remains effective, Customer shall be responsible for all costs, expenses or other fees and charges incurred by Compute North as a result of any failed or returned ACH transfers, whether resulting from insufficient sums being available in the Payment Account or otherwise. Any other payment method must be pre-authorized by Compute North and will be subject to a fee.

7. **Security Interest.** Customer hereby grants and assigns to Compute North a continuing first-position security interest in, and lien on, the Mining Equipment as collateral security for Customer's performance of its obligations under this Agreement when due. Compute North may, as it deems appropriate, file UCC-1 financing statements to evidence this security interest and Customer agrees to cooperate fully with Compute North to obtain and perfect this security interest as may be reasonably required.
8. **Network and Access.**
- 8.1. **Network.** Compute North will provide a minimum of 100 mbps of local network connectivity to each piece of Mining Equipment on a single Ethernet segment. Customer may request a VPN to securely access the Equipment by notifying Compute North in writing. Customer is solely responsible for preventing unauthorized access to the Mining Equipment. Customer acknowledges and agrees that Compute North may monitor Customer's network usage and traffic and Customer hereby authorizes Compute North to access, collect and use data relating to the Mining Equipment and Customer's use thereof.
- 8.2. **Access.** Only those persons specifically authorized by Compute North in writing may access the Facility. Compute North may reasonably deny or suspend Customer's access to the Mining Equipment based on Compute North's then-current Security Policies and Procedures, which include, but are not limited to:
- 8.2.1. All access into the Facility must be supervised by a Compute North representative;
- 8.2.2. Customer shall provide one (1) business day's written notice to Compute North prior to any maintenance or repair of the Mining Equipment;
- 8.2.3. Customer shall perform Mining Equipment maintenance and repairs during normal business hours (Monday-Friday, 7AM – 6PM Central Time);
- 8.2.4. Customer may request immediate or after-hour access to the Facility to perform emergency maintenance. Compute North will make every reasonable attempt to accommodate Customer's after-hour emergency access requests.
- Customer shall be solely responsible for any damage or loss caused by anyone acting for or on its behalf while at the Facility except to the extent of any contributory negligence on the part of Compute North.
- 8.3. **Hazardous Conditions.** If, in the reasonable discretion of Compute North, any hazardous conditions arise on, from, or affecting the Facility, whether caused by Customer or a third party, Compute North is hereby authorized to suspend service under this Agreement without subjecting Compute North to any liability.
- 8.4. **Demand Response/Load Resource Participation Program.** Customer acknowledges and understands that Compute North participates in various Demand Response/Load Resource Participation Programs ("LRP Program") at its facilities. Customer understands and agrees that the LRP Program provides the local grid operator with the capability to shut off the power load serving Compute North customers in response to certain load situations. Customer agrees that the Fees reflect Compute North's participation in the LRP Program and that Compute North shall have no liability to Customer for any actions or omissions due to or resulting from its participation in the LRP Program.

9. **Removals and Relocation of Mining Equipment.**

- 9.1. **Relocation.** Compute North may relocate Mining Equipment within the Facility or to another Compute North facility upon twenty (20) days' prior written notice to Customer at Compute North's expense.
- 9.2. **Emergency.** In the event of an emergency, and upon prior written notice to the Customer, Compute North may rearrange, remove, or relocate Mining Equipment without any liability to Compute North.
- 9.3. **Mining Equipment Return.** Provided that Customer has paid all amounts then due and owing under this Agreement, Compute North shall decommission and make the Mining Equipment available to Customer for pickup at, or shipment from, the Facility within thirty (30) business days of Customer's written request. Customer shall be responsible for all reasonable, documented deinstallation, packing, storage, transportation, delivery, and other costs associated with removing and returning its Mining Equipment. Compute North will notify Customer when its Mining Equipment is ready for pickup, and Customer shall arrange for pickup and removal of the Mining Equipment at its sole risk and expense. If Customer does not remove the Mining Equipment as provided herein, Compute North may charge Customer for storage from the date of notice that the Mining Equipment is ready for pickup. Customer shall remain liable to Compute North for all amounts due for the remainder of the applicable Equipment Term for such Mining Equipment, if any.

10. **Customer Responsibilities.**

- 10.1. **Compliance with Laws.** Customer's use of the Facility and the Equipment located at the Facility shall conform to all applicable Law, including international Law, the Law of the jurisdictions in which Customer is doing business and where the Facility is located. In the event that there is a new or a change in Law that causes Compute North to directly or indirectly incur new or additional costs in connection with the Services or the Facility, Compute North may pass through such costs to Customer without markup. Customer shall timely cooperate in any audit or review of Customer's compliance with the terms hereof conducted by or on behalf of Compute North, responding accurately and completely to all inquiries, and providing any requested documents.
- 10.2. **Licenses and Permits.** Customer is responsible for obtaining any licenses, permits, consents, and approvals from any federal, state, or local government that may be necessary to install, possess, own, or operate the Mining Equipment. As used herein, "Law" means any law, statute, rule, protocol, procedure, exchange rule, tariff, decision, requirement, writ, order, decree or judgment adopted by or any interpretation thereof by any court, government agency, regulatory body, instrumentality or other entity, including an electric utility, retail electric provider, regional transmission organization or independent system operator.
- 10.3. **Insurance.** Customer acknowledges that Compute North is not an insurer and Mining Equipment is not covered by any insurance policy held by Compute North. Customer is solely responsible for obtaining insurance coverage for the Mining Equipment. Customer shall have and maintain throughout the Term of this Agreement commercial general liability insurance for both bodily injury and property damage.
- 10.4. **Equipment in Good Working Order.** Customer shall be responsible for delivering the Mining Equipment to the Facility in good working order and suitable for use in the Facility. Customer is responsible for all risk of loss or damage to the prior to Compute North receiving the Equipment at the Facility. Customer shall be responsible for any and all costs associated with the troubleshooting and repair of Mining Equipment received in non-working order, including

parts and labor at Compute North's then-current rates. Compute North is not responsible in any way for installation delays or loss of profits as a result of Mining Equipment deemed not to be in good working order upon arrival at Facility.

- 10.5. **Modification or Overclocking of Mining Equipment.** Customer shall notify and obtain prior written approval from Compute North before any material modifications, alternations, firmware adjustments, over-clocking or other changes are made to Mining Equipment ("Modified Equipment") that is intended to or might cause the Mining Equipment's performance to deviate from the standard or factory specifications.
 - 10.6. **Representations.** Customer and Computer North each represents and warrants that (i) it is properly constituted and organized, (ii) it is duly authorized to enter into and perform this Agreement, and (iii) the execution and delivery of this Agreement and its performance of its duties hereunder will not violate the terms of any other agreement to which it is a party or by which it is bound.
11. **Representations, Warranties, and Disclaimer.**
- 11.1. **Mutual.** Customer and Computer North each represents and warrants that: it is properly constituted and organized; it is duly authorized to enter into and perform this Agreement; and, its execution, delivery, and performance of this Agreement will not violate the terms of any other agreement to which it is a party or obligation by which it is bound.
 - 11.2. **By Customer.** Customer represents and warrants that it owns and has good title to the Mining Equipment free and clear of any mortgage, pledge, lien, charge, security interest, claim or other encumbrance. Customer further represents and warrants that neither it nor any of its subsidiaries nor, to Customer's knowledge, any director, officer, agent, employee, affiliate, or person acting on behalf of Customer or its subsidiaries: has violated or will violate any applicable anti-bribery or anti-corruption Law, including the U.S. Foreign Corrupt Practices Act; has violated or will violate any applicable money laundering Laws and any Securities Laws; or is or will become subject to any U.S. sanctions administered by the Office of Foreign Asset Control of the U.S. Treasury Department. As used herein, "Securities Laws" means all applicable federal and state securities laws, rules and regulations, including the Securities Act of 1933.
 - 11.3. **By Compute North.** Compute North represents and warrants that it will provide the Services at the Facility in a professional and workmanlike manner consistent with the terms and conditions of this Agreement. Except as expressly set forth herein, COMPUTE NORTH MAKES NO WARRANTIES OR GUARANTEES RELATED TO THE AVAILABILITY OF SERVICES OR OPERATING TEMPERATURE OF THE FACILITY. THE SERVICES AND FACILITY ARE PROVIDED ON AN "AS IS" BASIS. COMPUTE NORTH DOES NOT PROVIDE MECHANICAL COOLING OR BACKUP POWER AND THE FACILITY IS SUBJECT TO SWINGS IN LOCAL TEMPERATURE, WIND, HUMIDITY AND OTHER CONDITIONS. COMPUTE NORTH MAKES NO WARRANTY, AND HEREBY DISCLAIMS ALL IMPLIED WARRANTIES, WITH RESPECT TO GOODS AND SERVICES SUBJECT TO THIS AGREEMENT, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) WARRANTY OF NONINFRINGEMENT AND (D) WARRANTY AGAINST INTERFERENCE. COMPUTE NORTH DOES NOT WARRANT THAT (A) THE SERVICE WILL BE FREE FROM INTERRUPTION; (B) THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OTHER THAN AS EXPRESSLY SET FORTH HEREIN; OR (C) THE SERVICE WILL PROVIDE ANY FUNCTION NOT EXPRESSLY DESIGNATED AND SET FORTH HEREIN.

12. **Limitation of Liability.**

- 12.1. Customer understands and acknowledges that, in certain situations, Services and Mining Equipment functionality may be unavailable due to factors outside of Compute North's control, including force majeure, weather, network failures, pool operator failures, denial of service attacks, network and power grid outages, cyberattacks, including hacking or malicious attacks on networks or exchanges, or Acts of God ("External Factors"). Customer further acknowledges that cryptocurrency price movements, difficulty, and legal and regulatory risks ("External Risks") could have a material adverse impact on the value of cryptocurrencies, cryptocurrency mining, the Mining Equipment, and the Services. Customer assumes responsibility for all such External Factors and External Risks, and Compute North hereby disclaims all liability for any losses that may arise as a result thereof.
- 12.2. COMPUTE NORTH SHALL HAVE NO OBLIGATION, RESPONSIBILITY, OR LIABILITY FOR ANY OF THE FOLLOWING: (A) ANY INTERRUPTION OR DEFECTS IN THE MINING EQUIPMENT CAUSED BY FACTORS OUTSIDE OF COMPUTE NORTH'S REASONABLE CONTROL; (B) ANY LOSS, DELETION, OR CORRUPTION OF CUSTOMER'S DATA OR FILES; (C) ANY LOST REVENUE OR PROFITS TO CUSTOMER DURING NETWORK OR POWER OUTAGES OR CURTAILMENT, MINING EQUIPMENT FAILURES, OR OTHER FACTORS OUTSIDE OF COMPUTE NORTH'S DIRECT CONTROL; (D) DAMAGES RESULTING FROM ANY ACTIONS OR INACTIONS OF CUSTOMER OR ANY THIRD PARTY NOT UNDER COMPUTE NORTH'S CONTROL; OR (E) DAMAGES RESULTING FROM MINING EQUIPMENT OR ANY THIRD-PARTY EQUIPMENT.
- 12.3. IN NO EVENT SHALL COMPUTE NORTH BE LIABLE TO CUSTOMER OR ANY OTHER PERSON, FIRM, OR ENTITY IN ANY RESPECT, INCLUDING, WITHOUT LIMITATION, FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, RELIANCE, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF BUSINESS, OR COST OF COVER OF ANY KIND OR NATURE WHATSOEVER, ARISING OUT OF OR RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT EVEN IF ADVISED OF THE POSSIBILITY THEREOF. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, COMPUTE NORTH'S TOTAL CUMULATIVE LIABILITY UNDER OR RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER UNDER CONTRACT LAW, TORT LAW, WARRANTY, OR OTHERWISE (INCLUDING ATTORNEYS' FEES), SHALL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE AMOUNTS ACTUALLY RECEIVED BY COMPUTE NORTH FROM CUSTOMER FOR THE SERVICE MONTH DURING WHICH THE EVENT GIVING RISE TO THE CLAIM OCCURRED.
- 12.4. **Remedy.** Customer's sole remedy for Compute North's non-performance of its obligations under this Agreement shall be a refund of any fees paid to Compute North for the then-current service month. Unless applicable law requires a longer period, any action against Compute North in connection with this Agreement must be commenced within one (1) year after the cause of the action has accrued.
- 12.5. **Insurance loss.** Customer agrees to look exclusively to Customer's insurer to recover for injury or damage in the event of any covered loss or injury, and releases and waives all right of recovery against Compute North for any covered loss or injury.
13. **Indemnification.** Customer shall indemnify, hold harmless and defend Compute North, the Facility Owner, and their respective affiliates, subsidiaries, employees, agents, directors, owners, executives, representatives, and subcontractors from any and all third-party liability, claim, judgment, loss, cost,

expense or damage, including attorneys' fees and legal expenses, arising out of or relating to the Mining Equipment or Customer's use thereof, or any injuries or damages sustained by any person or property due to any direct or indirect act, omission, negligence or misconduct of Customer, its agents, representatives, employees, contractors and their employees and subcontractors and their employees, including due to a breach of this Agreement by Customer. Compute North shall indemnify, hold harmless and defend the Customer, its subsidiaries, employees, agents, directors, owners, executives, representatives, and subcontractors from any and all third-party liability, claim, judgment, loss, cost, expense or damage, including attorneys' fees and legal expenses, arising out of or relating to any direct or indirect act, omission, negligence or misconduct of Compute North, its agents, representatives, employees, contractors and their employees and subcontractors and their employees, including due to a breach of this Agreement by Compute North. Neither Compute North nor the Customer shall not enter into any settlement or resolution with a third party under this section without the other Party's prior written consent, which shall not be unreasonably withheld.

14. Miscellaneous.

- 14.1. **Lease Agreement.** Compute North may lease certain premises in the Facility from the Facility's owner ("Facility Owner") pursuant to a lease agreement ("Lease"). Customer is not a party to or a beneficiary under such Lease, if any, and has no rights thereunder; however, Customer shall be required to adhere to any and all rules of operation established by Leaser for the Facility. Whether owned or leased by Compute North, Customer acknowledges and agrees that it does not have, has not been granted, and will not own or hold any real property interest in the Facility, that it is a licensee and not a tenant, and that it does not have any of the rights, privileges, or remedies that a tenant or lessee would have under a real property lease or occupancy agreement.
- 14.2. **Entire Agreement.** This Agreement, including the Order Form and any documents referenced herein, constitutes the parties' entire understanding regarding its subject and supersedes all prior or contemporaneous communications, agreements and understanding, including any prior master or colocation agreement, between them relating thereto. In the event of a conflict between the terms and conditions of this Master Agreement and an Order Form, the specific terms and conditions of the Order Form shall take precedence. Customer acknowledges and agrees that it has not, and will not, rely upon any representations, understandings, or other agreements not specifically set forth in this Agreement. This Agreement shall not be superseded, terminated, modified, or amended except by express written agreement of the parties that specifically identifies this Agreement.
- 14.3. **Waiver, Severability.** The waiver of any breach or default does not constitute the waiver of any subsequent breach or default. If any provision of this Agreement is held to be illegal or unenforceable, it shall be deemed amended to conform to the applicable Law, or, if it cannot be so amended without materially altering the intention of the parties, it shall be stricken and the remainder of this Agreement shall continue in full force and effect.
- 14.4. **Assignment.** Except as part of or in connection with a Change of Control or a reorganization solely among Customer and its Affiliates and subject to such assignee agreeing in writing to be subject to the terms and conditions hereof, Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Compute North's written consent. "Change of Control" means (i) a sale by Customer of all or substantially all of its assets that are the subject of this Agreement to an unaffiliated person or entity, (ii) a merger, reorganization, conversion or other transaction in which more than fifty percent (50%) of the voting control of Customer is held by persons or entities who did not hold voting control of such party, whether directly or indirectly, immediately prior to such transaction (excluding any reorganization solely among Customer and any entities that

directly or indirectly controls, is controlled by, or is under common control with Customer (each, an "Affiliate"), or (iii) a sale by the equity holders of Customer that results in more than fifty percent (50%) of the voting control of such party being held by persons or entities who did not hold voting control of Customer, whether directly or indirectly, immediately prior to such sale (excluding any reorganization solely among Customer and its Affiliates). Customer shall notify Compute North in writing within ten (10) days of any assignment or transfer under this Section 14.4. Compute North may at any time assign, transfer, delegate, or subcontract any or all of its rights or obligations under this Agreement without Customer's written consent. Subject to the restrictions on assignment of this Agreement, this Agreement shall be binding upon and inure to the benefit of the parties, their legal representatives, successors, and assigns.

- 14.5. **Force Majeure.** Neither party shall be liable in any way for delay, failure in performance, loss or damage due to any of the following force majeure conditions: fire, strike, embargo, explosion, power failure, flood, lightning, war, water, electrical storms, labor disputes, civil disturbances, governmental requirements, acts of civil or military authority, acts of God, acts of public enemies, inability to secure replacement parts or materials, transportation facilities, or other causes beyond its reasonable control, whether or not similar to the foregoing. This also includes planned service and maintenance needs.
- 14.6. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, without giving effect to principals of conflicts of laws. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled exclusively conducted by a single arbitrator in the State of New York in accordance with the American Arbitration Association's then-current Commercial Arbitration Rules. Judgment may be entered on the arbitrator's award in any court having jurisdiction. All documents and proceedings shall be in English. The parties may participate in the arbitration via synchronous videoconferencing or similar technology and no party shall need to physically and personally appear. An action by a party to enforce any provision of this Agreement shall not relieve the other party from any of its obligations under this Agreement, and no failure to enforce any provision of this Agreement shall constitute a waiver of any future default or breach of that or any other provision.
- 14.7. **Relationship of the Parties.** The parties agree that their relationship hereunder is in the nature of independent contractors. Neither party shall be deemed to be the agent, partner, joint venturer or employee of the other, and neither shall have any authority to make any agreements or representations on the other's behalf. Each party shall be solely responsible for the payment of compensation, insurance and taxes of its own personnel, and such personnel are not entitled to the provisions of any employee benefits from the other party. Neither party shall have any authority to make any agreements or representations on the other's behalf without the other's written consent. Additionally, Compute North shall not be responsible for any costs and expenses arising from Customer's performance of its duties and obligations pursuant to this Agreement.
- 14.8. **Third-Party Beneficiaries.** Nothing in this Agreement is intended, nor shall anything herein be construed to confer any rights, legal or equitable, in any person or entity other than the parties hereto, the Facility Owner and their respective successors and permitted assigns.
- 14.9. **Publicity.** Neither party may use the name, trademark, logo, acronym, or other designation of the other party in connection with any press release, advertising, publicity materials or otherwise without the prior written consent of the other party. Notwithstanding the foregoing, Customer agrees that Compute North may publicly identify Customer, both orally and in writing, as a customer of Compute North.

- 14.10. Construction; Interpretation. Unless the context otherwise requires, words in the singular include the plural, and in the plural include the singular; masculine words include the feminine and neuter; “or” means “either or both” and shall not be construed as exclusive; “including” means “including but not limited to”; “hereof,” “hereby,” “herein,” “hereunder” and similar terms in this Agreement refer to this Agreement as a whole and not any particular section in which such words appear, unless otherwise specified; “any” and “all” each means “any and all” and shall not be construed as terms of limitation; and, a reference to a thing (including any right or intangible asset) includes any part or the whole thereof. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation and construction of this Agreement, and this Agreement shall be construed as having been jointly drafted by the parties. The titles and headings for particular paragraphs, sections and subsections of this Agreement have been inserted solely for reference purposes and shall not be used to interpret or construe the terms of this Agreement. Compute North’s rights and remedies hereunder are cumulative and in addition to any other rights or remedies it may have at law or in equity.
- 14.11. Survival. Notwithstanding any provisions herein to the contrary, the obligations set forth in Sections 5.3, 5.5, 6.3, 6.4, 7, 9.3, 12, 13, and 14 shall survive the expiration or termination of this Agreement.
- 14.12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same document. The parties may sign and transmit an electronic signature of this Agreement (whether by facsimile, pdf, email, or other electronic means), which signature shall be binding on the party whose name is contained therein.

IN WITNESS WHEREOF, the parties have executed this Agreement in a manner appropriate to each and with the authority to do so as of the date set forth below.

Compute North LLC
By: *Dave Perrill*
Name: Dave Perrill
Its: CEO



Marathon Digital Holdings, Inc.
By: *Fred Thiel*
Name: Fred Thiel
Its: CEO

Signature Certificate

Document Ref.: P98GP-TD4GQ-GFGVS-WJWSX

Document signed by:

	Dave Perrill Verified E-mail: dave.perrill@computenorth.com	<i>Dave Perrill</i>
IP: 174.20.180.17	Date: 25 Nov 2021 02:10:55 UTC	

	Fred Thiel Verified E-mail: fred@marathondh.com	<i>Fred Thiel</i>
IP: 68.5.61.195	Date: 01 Dec 2021 02:57:11 UTC	

Document completed by all parties on:

01 Dec 2021 02:57:11 UTC

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Exhibit A – Order Form

THIS ORDER FORM IS MADE PURSUANT TO AND PART OF THAT MASTER SERVICES AGREEMENT ENTERED INTO BETWEEN CUSTOMER SPECIFIED BELOW AND COMPUTE NORTH LLC ON NOVEMBER 30, 2021.

Customer: Marathon Digital Holdings

Facility: TBD

Equipment and Fees:

Batch #	001	
Order Type	<input checked="" type="checkbox"/> New Order <input type="checkbox"/> Renewal <input type="checkbox"/> Change Order	
Equipment		
Quantity	Model	Unit Efficiency (W/TH)
6,000 (September 2021 batch)	Bitmain S19j Pro (100TH)	31
2,100 (September 2021 batch)	Bitmain S19 Pro (110TH)	30.5
8,500 (October 2021 batch)	Bitmain S19j Pro (100TH)	31
2,000 (October 2021 batch)	Bitmain S19j (90TH)	36
9,200 (November 2021 batch)	Bitmain S19j Pro (100TH)	31
5,500 (November 2021 batch)	Bitmain S19j (90TH)	36
19,000 (December 2021 batch)	Bitmain S19j Pro (100TH)	31
5,500 (December 2021 batch)	Bitmain S19j (90TH)	36
15,200 (January 2022 batch)	Bitmain S19j Pro (100TH)	31
Hosting Services Rate (USD)	Anticipated Daily Rate: \$241,460.21 (equivalent to \$0.044 / kWh)	
Total Monthly Package Fee (per unit)	Select @ \$0.50	
Equipment Term	5 Years	
Initial Setup Fee	\$0.00	
REC Price:	\$5.50/REC	

Package Details:

	Basic	Select	Premier
Core Features			
Equipment	Customer Provided	Customer Provided	Customer Provided
Equipment Managed	No	Yes	Yes
Rack Space	X	X	X
240V Power	X	X	X
Ambient Air Cooling	X	X	X
Redundant Internet Connectivity	X	X	X
Physical Security	X	X	X
Technical Support			
Basic Remote Hands	X	X	X
Advanced Remote Hands		X	X
SLA Level	Network & Power	Hashrate Performance	Hashrate Performance
VPN Access	X		

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RMA Processing		X	X
Premium Features			
Miner Configuration		X	X
Miner Monitoring		X	X
Alert Management and Proactive Response		X	X
Automated Rules-based Reboots		X	X
Stock Firmware Upgrades		X	X
Compute North Pool (U.S.-based pool)			X
Pool to Hash Performance Monitoring, Audit, Reconciliation			X
Discounted Pool Fee			X
Performance Enhancing Firmware			X
<ul style="list-style-type: none"> • Overclocking, Underclocking, Auto-tuning, Upgrades • Customer provided (subject to Compute North approval) or • Compute North provided (miner model limited) 			X

Payment and Billing Terms:

- **Initial Setup Fee:** Initial Setup Fee, if any, is due upon execution of this Order Form.
- **Monthly Fees:**
 - Last month of Monthly Service and Package Fees are due upon execution of this Order Form (the "Initial Deposit"), as follows:

Initial Deposit	
Service Fees (\$241,460.21/day x 30 days/mo. x 2 months)	\$14,487,612.60
Package Fees (73,000 miners x \$0.50/miner x 2 months)	+ \$73,000.00
Total Initial Deposit	\$14,560,612.60

Second month of Monthly Service and Package Fees are due 60 days before each batch shipment. Equipment installation will not begin until received.

Hosting Payment Schedule	Amount
Last month due upon signature	\$7,280,306.24
12/15/2021	\$1,795,144.00
2/15/2022	\$2,742,581.00
4/15/2022	\$2,742,581.36
Total	\$14,560,612.60

- The Monthly Service Fee is payable based on the actual hashrate performance of the Equipment per miner type per location as a percentage of the anticipated monthly hashrate per miner type. Customer shall pay a minimum service fee monthly in advance equal to seventy percent (70%) of the Expected Monthly Service Fee (the "Minimum Service Fee") based on the Anticipated Daily Rate.
 - **Hashrate performance adjustment:** Shall be calculated as follows:
 $\text{Expected Monthly Service Fees} \times (100\% - \text{Actual hashrate performance percentage by model type}) = \text{Hashrate Performance Adjustment}$
 - The Minimum Service Fee is nonrefundable. Any Monthly Service Fee owed in excess of the Minimum Service Fee net of the Hashrate Performance Adjustment will be invoiced monthly in arrears.
- Monthly Service Fees and Monthly Package Fees will be invoiced monthly beginning on the date of Installation and are due upon receipt of invoices submitted by Compute North. Late payments will incur interest at the lesser of 1.5% per month (18% annum) or the maximum amount allowed under applicable law.

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- Pricing is subject to monthly automated ACH payments. Other payment methods may be subject to a service fee.

Billing Example	
Anticipated Daily Rate (One Miner)	\$4.00
Period (Days in the Month)	30
Number of Units	10
Expected Total Monthly Service Fees	\$1,200.00
	x 70%
Monthly Minimum Service Fee	\$840.00

Billing Example: 96% hashrate performance	
Expected Total Monthly Service Fees	\$1,200.00
Hashrate Performance Adjustment (-4%)	-\$48.00
Total Monthly Service Fee	\$1,152.00
Minimum Service Fee (Prepaid)	-\$840.00
Balance Due	\$312.00

Billing Example: 105% hashrate performance	
Expected Total Monthly Service Fees	\$1,200.00
Hashrate Performance Adjustment (5%)	\$60.00
Total Monthly Service Fee	\$1,260.00
Minimum Service Fee (Prepaid)	-\$840.00
Balance Due	\$420.00

Firmware:

Customer acknowledges and agrees that its use of alternate or non-standard firmware may be subject to third-party fees or other charges, which shall be Customer's sole responsibility. Customer acknowledges and agrees that Compute North's consent to Customer's use of alternate or non-standard firmware and its provision of services relating thereto is for Customer's convenience on an as-is basis, that Customer's use of alternate or non-standard firmware is at Customer's sole risk, and that Compute North does not make any warranties or guarantees, whether express or implied, with respect thereto.

Equipment Term:

The initial Equipment Term for hosting the Equipment will be five (5) years. The Equipment Term shall automatically renew for successive one (1) year renewal terms unless either party provides written notice at least 365 days prior to the expiration of the then-current Equipment Term. Compute North may increase the Hosting Service Rate applicable to a renewal term by up to three percent (3%) by giving written notice to Customer prior to the expiration of the then-current Equipment Term.

Batch Deployment Target Schedule:

Timing	Miner Count
Q1 2022	18,000
Q2 2022	55,000
Total	73,000

Subject to the risk factors identified below, the parties shall undertake all commercially reasonable efforts to achieve and accelerate the completion dates set forth in the Batch Deployment Target Schedule set forth above.

Risk Factors:

- Land/Site Acquisition
- Regulatory Affairs
- Power Purchase Agreement (PPA)
- Infrastructure Equipment Availability (medium voltage cables, containers, etc.)
- Long Lead Time Equipment Procurement (substation, transformer, etc.)

Carbon Neutral Target:

Customer agrees to purchase RECs from Compute North at the REC Price specified above in an amount equal to 100% of the energy consumption attributable to Customer's Mining Equipment during each calendar year or part of a calendar year during the Equipment Term hereof (the "REC Option"). In connection with the REC Option, Compute North will either, directly or indirectly, through an affiliate, purchase or retire RECs on behalf of Customer in the amount specified above. Compute North may take up to four (4) months after the end of a calendar year to transfer or retire the RECs needed to fulfill the REC Option. Compute North specifically disclaims any representation with respect to the "green", "environmentally friendly" or "carbon free" nature of the generation sources associated with the RECs purchased hereunder. Customer acknowledges that as a purchaser of RECs it will not have its energy consumption directly sourced from a renewable energy generation facility, but by purchasing RECs it will support renewable energy generators that provide electricity to the North American power grid. As used herein, "REC" means a renewable energy certificate or credit associated with the production of one (1) MWh of electricity from a renewable energy generating facility located in North America.

Order Type:

For orders designated as "Renewal" or "Change Order": This Order Form replaces all then-existing order forms under the applicable Agreement between Compute North and Customer for the identified Equipment, with all other order forms remaining in full force and effect. The Previous Orders and Equipment List attached and appended hereto identifies the Equipment that remains subject to a prior order form as of the date of this Order Form.

For orders designated as "New": This Order Form is and shall be in addition to all then-existing order forms between Compute North and Customer, which order forms shall remain in full force and effect; provided, however, that this Order Form and the Master Agreement executed herewith supersedes and replaces in full the order form and Master Agreement executed by Compute North and Customer on September 3, 2021, and corrects the order form previously executed on November 30, 2021.



Compute North LLCBy: *Dave Perrill* Name: Dave Perrill Its: CEO **Customer**By: *Fred Thiel* Name: Fred Thiel Its: CEO

Signature Certificate

Document Ref.: KQV6G-UDFED-HYSI8-GTVCD

Document signed by:

	Dave Perrill Verified E-mail: dave.perrill@computenorth.com	<i>Dave Perrill</i>
IP: 174.20.180.17	Date: 01 Dec 2021 03:30:19 UTC	

	Fred Thiel Verified E-mail: fred@marathondh.com	<i>Fred Thiel</i>
IP: 68.5.61.195	Date: 01 Dec 2021 03:35:44 UTC	

Document completed by all parties on:

01 Dec 2021 03:35:44 UTC

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Signed with PandaDoc.com

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LIMITED LIABILITY COMPANY AGREEMENT
OF
MARATHON COMPUTE NORTH 1 LLC

(A Delaware limited liability company)

Effective as of November 30, 2021

THE MEMBERSHIP INTERESTS REPRESENTED BY THIS LIMITED LIABILITY COMPANY AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE STATE SECURITIES LAWS OF ANY STATE. WITHOUT SUCH REGISTRATION, SUCH MEMBERSHIP INTERESTS MAY NOT BE SOLD, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED AT ANY TIME WHATSOEVER, EXCEPT UPON DELIVERY TO THE COMPANY OF AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT REGISTRATION IS NOT REQUIRED FOR SUCH TRANSFER AND/OR SUBMISSION TO THE COMPANY OF SUCH OTHER EVIDENCE AS MAY BE SATISFACTORY TO THE COMPANY TO THE EFFECT THAT ANY SUCH TRANSFER WILL NOT BE IN VIOLATION OF THE SECURITIES ACT OF 1933, AS AMENDED, AND/OR APPLICABLE STATE SECURITIES LAWS AND/OR ANY RULE OR REGULATION PROMULGATED THEREUNDER.

**LIMITED LIABILITY COMPANY AGREEMENT
OF
MARATHON COMPUTE NORTH 1 LLC**

This limited liability company agreement (this "Agreement") of Marathon Compute North 1 LLC, a Delaware limited liability company (the "Company"), is made effective as of November 30, 2021 (the "Effective Date") by and among Marathon Digital Holdings, Inc. ("MARA Member") and Compute North LLC ("CN Member") for the organization and operation of the Company. In consideration of the covenants, conditions and agreements contained herein, the Members (as hereinafter defined) hereby determines as follows.

**ARTICLE 1
DEFINITIONS**

Section 1.1 Definitions. For the purposes of this Agreement, the following terms have the following meanings (such meanings to be applicable to both the singular and plural form of the terms defined):

(a) "Available Cash" means, as of any date, cash (including cryptocurrencies) that is available in the accounts of the Company, less any amounts necessary to meet current or reasonably foreseeable Company obligations, liabilities or expenditures, including payments owed under the Hosting Agreement, debt repayment, operating expenses, general working capital, permitted costs and expenses such other reserves of capital as determined unanimously by the Members.

(b) "Certificate" means the Certificate of Formation of the Company as filed with the Delaware Secretary of State, as the same may be amended from time to time.

(c) "Delaware Act" means the Delaware Limited Liability Company Act at Title 6 of the Delaware Code, §§18-101 *et seq.*, as it may be amended from time to time (and any corresponding provisions of succeeding law).

(d) "Hosting Agreement" means a Master Agreement and Order Form executed by and between the Company and Compute North LLC for hosting and related services substantially in the form attached hereto as Exhibit I.

(e) "Manager" means a person with the right to manage, control and conduct the business and affairs of the Company in accordance with this Agreement.

(f) "Member" means MARA Member, CN Member, and any other person who becomes a Member of the Company in accordance with this Agreement as set forth in Schedule A.

**ARTICLE 2
FORMATION**

Section 2.1 Formation. The Company was formed on November 10, 2021, by filing the Certificate with the Secretary of State of the State of Delaware.

Section 1.1 Purpose. The business of the Company will be to carry on any lawful business or activity, and to have and exercise all of the powers, rights and privileges which a limited liability company organized pursuant to the Delaware Act may have and exercise.

Section 2.2 Name. The name of the Company shall be Marathon Compute North 1 LLC.

Section 2.3 Principal Place of Business. The principal place of business of the Company will be established and maintained at 1180 North Town Center Drive, Suite 100, Las Vegas, NV 89144 or at such other or additional place or places as the Managers may determine from time to time.

Section 2.4 Registered Office and Registered Agent. The registered agent of the Company for the service of process and the registered office of the Company in the State of Delaware will be that person and location reflected in the Certificate. The Managers may, from time to time, change the registered agent or office through appropriate filings with the Secretary of State. In the event the registered agent ceases to act for any reason or the registered office should change, the Managers will promptly designate a replacement registered agent or file a notice of change of address, as the case may be, in the manner provided by law.

Section 2.5 Term. The term of the Company shall be perpetual unless the Company is dissolved and terminated in accordance with the provisions of Article 9 and the Delaware Act.

ARTICLE 3 MEMBERS

Section 3.1 Members. The name and mailing address of the Members are set forth on Schedule A.

Section 3.2 Additional Members. One or more additional members may be admitted to the Company with the unanimous consent of the Members. Prior to the admission of any such additional members to the Company, the Members shall amend this Agreement to make such changes as the Members shall determine to reflect such additional members. Each additional Member shall execute and deliver a supplement or counterpart to this Agreement, as applicable.

Section 3.3 Action Without a Meeting. Any action required or permitted to be taken at a meeting of Members may be taken without a meeting, without prior notice and without a vote if the action is evidenced by one or more written consents describing the action taken, signed by all Members. The affirmative vote of all of the Membership Interests (as hereinafter defined) will be the act of the Members.

Section 3.4 Assignment or Transfer. Subject to Section 3.2, the Members may effect an assignment or transfer of the Member's Membership Interests by means of any written agreement or instrument of transfer signed by the Members and the assignee, provided that the Members notify the Company in writing of such assignment or transfer of the Member's Membership Interests. An assignee of the Member's Membership Interests will become a Member and will have and may exercise all rights and powers of a member. Each additional Member shall execute and deliver a supplement or counterpart to this Agreement, as applicable.

ARTICLE 4 MEMBERSHIP INTERESTS AND CAPITAL CONTRIBUTIONS

Section 4.1 Membership Interests. The capital of the Company will be represented by membership interests, which will constitute limited liability company interests under the Delaware Act ("Membership Interests"). The ownership of the Members is reflected on Schedule A, as may be amended from time to time by the Members, and such ownership is reflected as a percentage of the total Membership Interests of the Company. The Managers may make such rules and regulations as the Managers may deem appropriate concerning the issuance and registration of Membership Interests, including the issuance of certificates representing Membership Interests, provided such rules and regulations will be adopted by the unanimous decision of the Members. Unless the Managers may determine otherwise, Membership Interests will be issued without certificates.

Section 4.2 Capital Contributions. Concurrently with the execution of this Agreement, the Members will contribute to the Company the amount set forth opposite its name on Schedule A. The Members may from time to time, but will not be required to, make additional capital contributions to the Company in such form and amount as determined by the Members; provided that MARA Member shall make monthly capital contributions in the amount by which the Company's revenue in the prior month was less than the Company's obligations under the Hosting Agreements for such prior month and additional capital contributions as needed from time to time to maintain the

“Equipment” subject to the Hosting Agreement in good working order. The Members are not entitled to the return of any part of its capital contribution or to be paid interest in respect of its capital contribution. An unrepaid capital contribution is not a liability of the Company.

ARTICLE 5 MANAGEMENT

Section 5.1 Management by the Managers.

(a) Authority. Except for situations in which the approval of the Members is expressly required by the terms of this Agreement or applicable law, the business and affairs of the Company will be managed, carried out and otherwise determined by the Managers. Any action taken by the Managers shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of the Managers as set forth in this Agreement. In addition to the powers that now or hereafter can be granted to managers under the Delaware Act and to all other powers granted under any other provision of this Agreement, each Manager will have, and is hereby granted, the full and complete power, authority and discretion to do all things and on such terms as he determines to be necessary or appropriate to conduct the business of the Company and to exercise all powers and effectuate the purposes set forth in this Agreement (subject to the provisions of this Agreement).

(b) Limitations on Authority. Notwithstanding anything herein to the contrary, no Manager shall have authority to do any action or enter into any agreement or transaction identified on Schedule B without the unanimous written consent of the Members. The Members will be the final arbiter of any disputes or disagreements arising among the Managers with respect to the management and operation of the Company.

Section 5.2 Composition.

(a) Number. The Managers will initially consist of three (3) Managers. Thereafter, the number of Managers may be fixed from time to time by the holders of at least 2/3 of the membership interests, provided, that CN Member shall have a proportionate appointment of Managers representing 18% of the Managers. Managers will be appointed by the Members, with MARA Member appointing two (2) Managers and CN Member appointing one (1) Manager. Each Manager will hold office until his successor has been duly elected and qualified or until his earlier death, resignation or removal. The names of the initial Managers are set forth on Schedule C.

(b) Resignation. Any Manager may resign at any time by giving written notice to the Members and the other Managers. The resignation of any Manager will take effect upon receipt of notice thereof or at such later date specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation will not be necessary to make it effective.

(c) Removal. All or any lesser number of Managers may be removed at any time, with or without cause, by the Members.

Section 5.3 Meetings of and Voting. The Managers may designate any place, either within or outside the State of Delaware, as the place of meeting of the Managers. At least one Manager appointed by each Member being present will constitute a quorum at meetings of the Managers. If a quorum is present, the affirmative vote of a majority of all Managers present at the meeting will constitute the act of the Managers. Any Manager may participate in a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in the meeting by means of such equipment will constitute presence in person at such meeting. Action may be taken without a meeting if the action is evidenced by one or more written consents signed by a majority of the Managers.

Section 5.4 Deadlock. “Deadlock” shall occur if the Managers cast a tie vote on a matter submitted to it at a meeting or in the form of a proposed written consent, and during the sixty (60) day period following the tie vote, the Managers are unable to break the tie. During this sixty (60) day period, the Managers shall hold at least one additional meeting at which they shall make a good faith effort to break the tie. If Deadlock occurs, the Company shall submit the matter that was the subject to the tie to the chief executive officers of the Members. Upon such notice, the chief

executive officers shall make a good faith effort to resolve the dispute and break the tie. If the chief executive officers are unable to resolve the dispute within sixty (60) days of receiving notice of the Deadlock, then either Member may terminate the Company in accordance with the terms hereof.

ARTICLE 6 OFFICERS

Section 6.1 Generally. The Managers may appoint persons to serve as officers of the Company, each to be referred to as an “Officer” and, together, “Officers.” Unless otherwise provided by resolution of the Managers, the Officers shall have the titles, power, authority and duties described in the Delaware General Corporation Law for similarly situated persons in a Delaware corporation. The initial Officers are set forth on Schedule D.

Section 6.2 Insurance. The Company shall procure from insurance providers and maintain for the benefit of the Company property and casualty insurance, including general liability insurance and umbrella liability insurance, in reasonable amounts as approved by the Members naming the Company as the insured and on other terms consistent with applicable industry standards.

Section 6.3 Number, Titles and Term of Office. The Officers may include any one or more of the following: a Chief Executive Officer; a President; one or more Vice Presidents (any one or more of whom may be designated Executive Vice President or Senior Vice President); a Treasurer; a Secretary; and such other Officers as the Managers may from time to time elect or appoint. Each Officer shall hold office until his or her successor shall be duly elected and shall qualify or until his or her death or until he shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same person.

Section 6.4 Salaries. The salaries or other compensation, if any, of the Officers shall be determined from time to time by the Managers.

Section 6.5 Removal. Any Officer elected or appointed by the Managers may, subject to any contractual obligations of the Company with respect to such Officer, be removed, either with or without cause, by the vote of the Managers at any regular meeting, or at a special meeting called for such purpose, provided the notice for such meeting shall specify that such proposed removal will be considered at the meeting; *provided, however*, that such removal shall be without prejudice to the contractual rights, if any, of the person so removed. Election or appointment of an Officer shall not of itself create contractual rights.

Section 6.6 Vacancies. Any vacancy occurring in any office of the Company may be filled by the Managers.

Section 6.7 Action with Respect to Securities of Other Companies. Unless otherwise determined by the Managers, the Chief Executive Officer shall have the power to vote and to otherwise act on behalf of the Company, in person or by proxy, at any meeting of security holders of any other company, or with respect to any action of security holders thereof, in which the Company may hold securities and otherwise to exercise any and all rights and powers which the Company may possess by reason of its ownership of securities in such other company.

ARTICLE 7 EXCULPATION AND INDEMNIFICATION

Section 7.1 Exculpation. To the fullest extent permitted by applicable law, no Member, Manager or Officer will have any duty (fiduciary or otherwise), at law or in equity, to the Company or the Members except as expressly set forth in this Agreement or in any other written agreements. To the fullest extent permitted by applicable law, no Member, Manager or Officer will be personally liable under any judgment of a court, or in any other manner, for any debt, obligation or liability of the Company, solely by reason of being a Member, Manager or Officer.

Section 7.2 Indemnification. The Company will, to the fullest extent to which it is empowered to do so by the Delaware Act or any other applicable law, indemnify and make advances for expenses to any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Member, Manager or Officer,

against losses, damages, expenses (including attorney's fees), judgments, fines and amounts reasonably incurred by him in connection with such action, suit or proceeding.

Section 7.3 Survival. The provisions of this Article 7 shall survive the dissolution, liquidation, winding up and termination of the Company.

ARTICLE 8 FINANCIAL MATTERS

Section 8.1 Fiscal Year. The fiscal year of the Company shall be the calendar year.

Section 8.2 Accounts. The Managers may establish one or more separate bank and/or investment accounts and arrangements for or on behalf of the Company, including one or more cryptocurrency wallets for use on or behalf of the Company (each, a "Wallet"). All funds of the Company shall be deposited in its name, or in such name as may be designated by the Company in such accounts or wallets and shall not be comingled with the funds of any Member or other third party.

Section 8.3 Books and Records. The Company shall maintain accurate books and records showing the Company's receipts and expenditures, assets and liabilities, profits and losses, and Wallet activity, all in accordance with sound accepted accounting principles, consistently applied, and as required by the Managers from time to time. The Company shall produce such reports as the Managers shall request from time to time.

Section 8.4 Tax Matters. All matters relating to the taxation of the Company shall be treated as appropriate under applicable law for an entity that is a limited liability company having a single member. The Members hereby appoint MARA Member as the "partnership representative" as provided in Internal Revenue Code Section 6223(a) (the "Tax Matters Representative"). The Tax Matters Representative is authorized and directed to cause the preparation and timely filing of all tax returns required to be filed by the Company and to represent the Company in connection with all examinations of the Company's affairs by taxing authorities and to expend Company funds for reasonable professional services and costs associated therewith. Each Member agrees that such Member shall not treat any Company item inconsistently on such Member's federal, state, foreign, or other tax return with the treatment of the item on the Company's return.

Section 8.5 Allocations. The profits, losses, and other items of the Company will be allocated to the Members. There will be no "special allocations."

Section 8.6 Distributions. Subject to Section 18-607 of the Delaware Act, the Company shall make the following distributions:

(a) All Available Cash of the Company shall be distributed to the Members on no less than a monthly basis, pro rata in accordance with their respective percentage interest set forth on Schedule A. Any Available Cash available for distribution in the form of cryptocurrency shall be made by transfer of such cryptocurrency to Member unless distribution in United States Dollars is requested in writing by the receiving Member. In the event a Member requests distribution in United States Dollars, the requesting Member shall provide written instructions to the Company for transfer of the cryptocurrency to the appropriate exchange for conversion and the requesting Member shall bear the full cost and risk of such conversion.

(b) Upon liquidation of the Company, liquidating distributions will be made in accordance with Section 9.2.

Notwithstanding the foregoing, all distributions by the Company shall be subordinate to the Hosting Agreement and the Company shall not make any distributions to any Member unless all amounts then due and payable under the Hosting Agreement have been paid.

Section 8.7 Compensation; No Employment. Each Manager and each Officer shall serve without compensation. Except as otherwise provided by the Delaware Act or other applicable law, no Member, Manager or Officer will be

obligated personally for any debt, obligation, or liability of the Company or other Member, Manager or Officer, whether arising in contract, tort, or otherwise, solely by reason of being a Member, Manager or Officer. This Agreement does not, and is not intended to, confer upon any Manager or Officer any rights with respect to employment by the Company, and nothing herein shall be construed to have created any employment agreement or relationship with any Manager or Officer.

ARTICLE 9 COVENANTS, REPRESENTATIONS AND AGREEMENTS

Section 9.1 Hosting Agreement. Following its formation, the Company shall promptly execute and deliver the Hosting Agreement to CN Member.

Section 9.2 Confidentiality. Each Member agrees that this Agreement and the terms and conditions contained herein and all proprietary, confidential or other non-public information received from or otherwise related to the Company, the other Member, or any third party who has entrusted the Company with confidential information with the expectation that such information will be kept confidential or that due to markings or by its nature (collectively, the "Confidential Information"), shall be understood to be confidential and is confidential. Each Member agrees that it shall not, and shall cause any Managers appointed by not to: (i) disclose or otherwise release Confidential Information to any third party or (ii) use Confidential Information for anything other than as necessary and appropriate in carrying out the business of the Company, in each case, without the prior consent of (x) the Company in the case of Confidential Information received from or related to the Company or (y) the applicable Member in the case of Confidential Information received from or related to such Member. Notwithstanding the foregoing, nothing in this Agreement shall restrict any Member or any Managers appointed by it from disclosing Confidential Information (A) that is already in the public domain by reason of prior disclosure through no act or omission of such person in violation of this Agreement; (B) that was or becomes known to such person other than as a result of disclosure by or on behalf of the Company or a party subject to contractual, fiduciary or other disclosure obligations with respect to such Confidential Information or is independently developed by such person without reference to such Confidential Information; (C) to the extent required by applicable Law or rule or regulation of any governmental authority or stock exchange rules; (D) in response to any summons or subpoena or discovery or similar request by or before any court, arbitrator or governmental authority or pursuant to a request by a regulatory authority or any applicable law having jurisdiction over the business of such Person; provided, that with respect to any disclosure pursuant to clause (C) or clause (D), the applicable Member shall notify the Company and the other Members in writing of such disclosure as far in advance as is reasonably practicable of such disclosure so as to permit the Company and/or the other Members, as applicable, to seek a protective order, contest and limit such disclosure or otherwise protect the confidentiality of Confidential Information required to be disclosed, and such Member or other person shall use reasonable efforts to cooperate, at the expense of the Company, with the Company and any Members in pursuing such protective order; (E) to such Member's directors, officers, managers, members, investors, employees, partners, auditors, insurance broker or underwriters, counsel, financing sources or potential financing sources or other representatives who need to know such Confidential Information, so long as such persons are informed of the confidential nature of such Confidential Information and the terms of this Section 9.2 or are subject to an equivalent confidentiality obligation to such Member (and provided such Member shall be responsible for any unauthorized disclosure by such person) or (F) to a proposed direct or indirect transferee (and such transferee's representatives and potential financing sources) of such Member, who needs to know such Confidential Information, so long as such transferee is subject to an equivalent confidentiality obligation to such Member. The obligations of the parties hereunder do not preclude any Member from disclosing information to its beneficial owners or representatives or as it may reasonably deem to be appropriate in connection with financial reporting. The obligations of each Member under this Section shall survive until three (3) years after the earlier of such Member ceases to be a Member and the termination, dissolution, liquidation and winding up of the Company.

Section 9.3 Representations and Warranties. Each Member hereby represents and warrants to the Company and each other Member that the following statements are true and correct as of the Effective Date in the case of a Member executing this Agreement as of the Effective Date or as of the date it becomes a Member in the case of a person acquiring such Member's Membership Interest:

(a) that Member is a natural person or is duly incorporated, organized or formed (as applicable), validly existing, and (if applicable) in good standing under the laws of the jurisdiction of its incorporation, organization or

formation; that Member is a natural person or, if required by applicable law, that Member is duly qualified and in good standing in the jurisdiction of its principal place of business, if different from its jurisdiction of incorporation, organization or formation; and that Member has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and all necessary actions by the board of directors, shareholders, managers, members, partners, trustees, beneficiaries, or other applicable persons necessary for the due authorization, execution, delivery, and performance of this Agreement by that Member have been duly taken;

(b) that Member has duly executed and delivered this Agreement and the other documents that this Agreement contemplates that such Member will execute, and they each constitute the legal, valid and binding obligation of that Member enforceable against it in accordance with their respective terms (except as may be limited by bankruptcy, insolvency or similar laws of general application and by the effect of general principles of equity, regardless of whether considered at law or in equity); and

(c) that Member's authorization, execution, delivery, and performance of this Agreement does not and will not (1) conflict with, or result in a breach, default or violation of, (a) if that Member is an entity, the organizational documents of such Member, (b) any contract or agreement to which that Member is a party or is otherwise subject, or (c) any applicable laws, order, judgment, decree, writ, injunction or arbitral award to which that Member is subject; or (2) require any consent, approval or authorization from, filing or registration with, or notice to, any governmental authority or other person, unless such requirement has already been satisfied.

ARTICLE 10 DISSOLUTION

Section 10.1 Dissolution Event. The Company shall dissolve and commence winding up and liquidating upon, and only upon, the unanimous determination of the Members that the Company shall be dissolved or as otherwise provided herein, unless otherwise required by the Delaware Act (a "Dissolution Event").

Section 10.2 Winding Up. Upon the occurrence of a Dissolution Event, the Company shall continue solely for the purposes of winding up its affairs in an orderly manner, liquidating its assets and satisfying the claims of its creditors and members. Subject to the further provisions of this Section 9.2, the assets of the Company shall be liquidated to the extent determined to be appropriate by the Members, and the proceeds thereof, together with such assets as the Members determines to distribute in kind, shall be applied and distributed in the following order:

(a) first, to creditors, including the Members to the extent it is a creditor, in satisfaction of liabilities of the Company (whether by payment or by making of reasonable provision for payment) other than liabilities for distributions to the Member; and

(b) second, the balance, if any, to the Members.

Section 10.3 Certificate of Cancellation. Upon the dissolution and the completion of winding up of the Company, the Members shall promptly execute and cause to be filed a certificate of cancellation in accordance with the Delaware Act and appropriate instruments under the laws of any other states or jurisdictions in which the Company has engaged in business. Upon such certificate of cancellation becoming effective, the Company shall be terminated.

ARTICLE 11 MISCELLANEOUS

Section 11.1 Notices. All notices, demands, waivers and other communications required or permitted by this Agreement will be in writing and will be deemed given to a party or the Company when: (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid); (b) sent by facsimile or e-mail with confirmation of transmission by the transmitting equipment; or (c) received or rejected by the addressee, if sent by certified mail, return receipt requested. Any such communication will be addressed to a Members as shown on Schedule A, to the Company at its principal office, to a Manager as shown on Schedule C or in any case to such other address as the person may from time to time designate by written notice to the Company.

Section 11.2 Headings; Construction. The headings of the Articles and Sections of this Agreement have been inserted only for convenience of reference and shall in no way restrict or otherwise modify any of the terms or provisions hereof or affect in any way the meaning or interpretation of this Agreement. All schedules to this Agreement are made a part of this Agreement and are incorporated by reference herein. References in this Agreement to any gender include references to all genders.

Section 11.3 Entire Agreement. This Agreement constitute the entire agreement of the Members relating to the Company and supersedes any prior understandings, contracts or agreements, whether oral or written, concerning the subject matter hereof.

Section 11.4 Amendments. This Agreement may be amended at any time by a writing executed by the Members.

Section 11.5 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

Section 11.6 Governing Law. This Agreement will be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any other jurisdiction.

(Remainder of page intentionally left blank)

The Members each have caused its duly authorized representative to execute this Agreement as of the date indicated in the first sentence of this Agreement.

Marathon Digital Holdings, Inc.

By: *Fred Thiel*

Name: Fred Thiel

Title: CEO

Compute North, LLC

By: *Dave Perrill*

Name: Dave Perrill

Title: CEO

SCHEDULE A

Members

<i>Name</i>	<i>Address</i>	<i>Initial Capital Contribution</i>	<i>Percentage Interest</i>
Marathon Digital Holdings, Inc	1180 North Town Center Dr. Suite 100 Las Vegas, NV 89144	\$820.00	82%
Compute North LLC	7500 Corporate Way Eden Prairie, MN 55344	\$180.00	18%

SCHEDULE B

Limitations on Duties and Powers of Managers

The following actions may only be taken with the unanimous approval of the Members:

- (a) entering into any agreement with any third party;
- (b) using the branding or trademarks of any Member;
- (c) amending this Agreement or waiving any provision hereof, including but not limited to any amendment or waiver that would affect CN Member's (or any successor-in-interest) rights with respect to distributions under this Agreement;
- (d) merging or consolidating the Company or selling all or substantially all of the Company's assets;
- (e) converting, transferring or migrating the Company;
- (f) initiating a bankruptcy or similar proceeding for, by or on behalf of the Company; and/or
- (g) dissolving, liquidating or winding-up the affairs of the Company.

SCHEDULE C

Managers

<i>Name</i>	<i>Address</i>
Marathon Digital Holdings, Inc.	1180 North Town Center Dr. Suite 100 Las Vegas, NV 89144
Compute North LLC	7575 Corporate Way Eden Prairie, MN 55344

SCHEDULE D

Officers



<i>Name</i>	<i>Position</i>
[TBD]	President
[TBD]	Treasurer
[TBD]	Secretary



EXHIBIT 1
Hosting Agreement

Signature Certificate

Document Ref.: 4FHQX-GJKXP-EY53S-2NWVR

Document signed by:

	Dave Perrill Verified E-mail: dave.perrill@computenorth.com	<i>Dave Perrill</i>
IP: 174.20.180.17 Date: 01 Dec 2021 02:38:52 UTC		

	Fred Thiel Verified E-mail: fred@marathondh.com	<i>Fred Thiel</i>
IP: 68.5.61.195 Date: 01 Dec 2021 02:50:15 UTC		

Document completed by all parties on:

01 Dec 2021 02:50:15 UTC

Page 1 of 1



Signed with PandaDoc.com

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MASTER AGREEMENT

This Master Agreement (the "Agreement"), dated Nov 30, 2021, is between Compute North LLC ("Compute North") and Marathon Compute North 1 LLC ("Customer"). In consideration of the promises set forth below, the parties agree as follows:

1. **Services.** Compute North shall provide, and Customer shall pay for, the Colocation, managed and other services (the "Services") for Customer's cryptocurrency mining hardware (the "Mining Equipment") identified on the order form attached hereto as Exhibit A, as may be updated in writing and duly signed by Customer and Compute North from time to time (the "Order Form"). Compute North shall provide the Services consistent with, and as more fully described in, its customer handbook (the "Customer Handbook"), available at www.computenorth.com/handbook-sla.pdf and incorporated herein, as Compute North reasonably may update from time to time.
2. **Colocation Services.**
 - 2.1. **Colocation Facility.** Compute North will provide colocation services for Mining Equipment ("Colocation Services") at a facility provided with electricity and network connectivity sited at the location specified the Order Form (the "Facility") during the Equipment Term specified on the Order Form in accordance with the Customer Handbook.
 - 2.2. **Acceptable Use Policy.** Customer's receipt of Colocation Services and its use of Mining Equipment pursuant to this Agreement is subject to Customer's compliance with Compute North's then-current Acceptable Use Policy, available at www.computenorth.com/acceptable-use-policy and incorporated herein, as Compute North may reasonably update from time to time.
 - 2.3. **Customer Portal.** Compute North will provide Customer with access to its customer portal (the "Customer Portal"). Customer's access to and use of the Customer Portal is subject to, and Customer agrees to be bound by, Compute North's Terms of Use, available at www.computenorth.com/terms-of-use/ and incorporated herein, as Compute North may reasonably update from time to time. All written notices required by Customer under this Agreement shall be submitted using the Customer Portal, and all written notices by Compute North may be made using the Customer Portal or by email to the address set forth on Customer's most recent Order Form.
 - 2.4. **Transfer of Mining Equipment.** Customer shall provide prompt written notice to Compute North if it transfers legal title or grants any third party rights in or to any Mining Equipment to an Affiliate (defined below) or other third party. All such transfers shall be subject to Compute North's KYC requirements and shall preserve Compute North's security interest under Section 7. In the event of a transfer, Customer shall remain obligated to pay Compute North the Monthly Service Fees for the transferred Mining Equipment for the remainder of the Equipment Term applicable to such Mining Equipment unless and until such Mining Equipment is placed into service under, and is subject to, a collocation agreement between the acquiring third party and Compute North, which shall require Compute North's approval (including satisfaction of Compute North's credit and know-your-customer requirements), which shall not be unreasonably withheld.
 - 2.5. **Transfer of Services.** Other than to Affiliate, Customer may not sublicense, assign, delegate or otherwise transfer its receipt of Colocation Services under this Agreement to any third party without Compute North's express written consent in Compute North's sole discretion. Customer agrees that Compute North shall not under any circumstance be deemed to be providing any Colocation Services to any third party for Customer or on its behalf.

3. **Managed Services.**

- 3.1. **Managed Services.** Compute North will provide managed services for the Mining Equipment as elected on the Order Form ("Managed Services"). Compute North will provide Managed Services in a professional and workmanlike manner consistent with the Customer Handbook. If Customer does not elect Managed Services, Customer shall be solely responsible for configuring and maintaining the Mining Equipment remotely via VPN.
- 3.2. **Third-Party Management.** Customer shall notify Compute North if it engages a third party to provide services on its behalf with respect to the Mining Equipment. Customer shall be fully responsible and liable to Compute North under this Agreement for any acts or omissions by any third-party service provider acting for or on its behalf.

4. [Intentionally omitted.]

5. **Term and Termination.**

- 5.1. **Term of Master Agreement.** This Agreement shall be effective as of the date on which it has been executed by Compute North and Customer (the "Effective Date") and, unless otherwise terminated, shall continue until all applicable Equipment Terms have expired or terminated.
- 5.2. **Equipment Term.** The Equipment Term set forth on an Order Form for Mining Equipment shall commence as of the date Compute North notifies Customer in writing that the Mining Equipment has been received and turned on by Compute North. Unless an Order Form provides otherwise, the Equipment Term shall renew for successive one (1) year periods with a three percent (3%) increase per extension term unless one party notifies the other in writing at least one hundred eighty (180) days prior to the conclusion of the then-current Equipment Term.
- 5.3. **Mining Equipment Return.** Upon Customer's written request, and provided Customer has paid all undisputed amounts then due and owing under this Agreement, Compute North shall decommission and return the corresponding Mining Equipment to Customer upon the expiration or termination of the applicable Equipment Term as provided in Section 8.3.
- 5.4. **Event of Default.** An event of default (each, a "Default") shall exist if Customer: (a) fails to make any payment(s) due pursuant to this Agreement; (b) violates, or fails to perform or fulfill any covenant or provision of this Agreement, and such matter is not cured within thirty (30) days after written notice from Compute North; or (c) enters into bankruptcy, dissolution, financial failure or insolvency; and Customer may terminate this Agreement upon written notice to Compute North if Compute North (y) fails to perform any of its obligations hereunder in any material respect that is not cured within forty-five (45) days after written notice from Customer that identifies the failure, or (z) enters into bankruptcy, dissolution, financial failure or insolvency.
- 5.5. **Effect of Default.** In the event of a Default by Customer that is not rectified within thirty (30) days after written notice from Compute North and continuing, Compute North shall have the right, but not the obligation, to terminate this Agreement or any Order Form on written notice to Customer, and Customer shall pay immediately to Compute North all amounts then owed under this Agreement and, as liquidated damages and not a penalty, all amounts due for the remainder of the applicable Equipment Term(s). If Customer fails to make any such payments, in addition to any other rights and remedies it may have, Compute North shall have the right to (a) sell or retain possession of, (b) reconfigure for Compute North's use, or (c) remove and

store at Customer's expense, all or any portion of the Mining Equipment without any cost, obligation or liability of Compute North to Customer.

6. **Fees and Payment.**

- 6.1. **Initial Fees.** The one-time fee for setup, installation, and configuration of Mining Equipment (the "Initial Setup Fee") and the initial deposit specified in the applicable Order Form (the "Initial Deposit") and any Hardware Deposit shall be due and payable as of the date on which Compute North and Customer have both executed an Order Form. The Initial Setup Fee is non-refundable and non-transferrable under any circumstance. The Initial Deposit and Hardware Deposit are non-transferrable under any circumstance and are not refundable except as expressly set forth herein and only to the extent that all of Customer's obligations under this Agreement have been fully satisfied.
- 6.2. **Monthly Fees.** On the first day of every month during the Term of this Agreement, Customer shall pay Compute North the Monthly Service Fees and Monthly Package Fees (collectively, the "Fees") set forth on the Order Form. Compute North reserves the right to adjust the Monthly Service Fees based on the actual performance and efficiency of the Mining Equipment, as mutually agreed by Compute North and the Customer. If there are any increases, changes in, or introduction or administration of, any taxes, levies, utility tariffs, governmental or quasi-governmental fees or other charges with respect to the Services or the Facility Compute North may pass through to Customer, and Customer shall pay, all such amounts (the "Passed-Through Amounts") in accordance herewith; provided, however, that if the Passed-Through Amounts increase the Hosting Services Rate specified in the applicable Order Form by more than fifteen percent (15%), Compute North shall, at its option, make best efforts to relocate the Equipment to a new location owned or beneficially owned by Compute North within one hundred eighty (180) days after the date when Customer was notified of the Passed-Through Amounts or terminate the Agreement, or applicable Order Form, upon written notice to Customer.
- 6.3. **Taxes.** All amounts payable by Customer under this Agreement are exclusive of, and Customer shall solely be responsible for paying, all taxes, duties, and fees, including federal, state, and local taxes on manufacture, sales, gross income, receipts, occupation, and use, not based on Compute North's income that arise out of this Agreement. If any deduction, withholding, or payment for taxes is required in any jurisdiction on amounts payable to Compute North, Customer shall indemnify and make Compute North whole for the full amount thereof. Unless specifically set forth on the applicable Order Form, Customer is solely responsible for all requirements for renewable energy certificates, allowances, or other carbon offsets required by or otherwise necessary for Customer's compliance with any federal, state, local or other applicable Law.
- 6.4. **Payment Method.** All payments due and owing under this Agreement shall be made through automated clearing house ("ACH") transfers by Compute North from an account established by Customer at a United States bank designated by Customer (the "Payment Account"). Customer hereby agrees to execute and deliver to Compute North or its ACH payment agent an authorization agreement authorizing Compute North to initiate ACH transfers from the Payment Account to Compute North in the amounts required or permitted under this Agreement. For as long as this Agreement remains effective, Customer shall be responsible for all costs, expenses or other fees and charges incurred by Compute North as a result of any failed or returned ACH transfers, whether resulting from insufficient sums being available in the Payment Account or otherwise. Any other payment method must be pre-authorized by Compute North and will be subject to a fee.

7. **Security Interest.** Customer hereby grants and assigns to Compute North a continuing first-position security interest in, and lien on, the Mining Equipment as collateral security for Customer's performance of its obligations under this Agreement when due. Compute North may, as it deems appropriate, file UCC-1 financing statements to evidence this security interest and Customer agrees to cooperate fully with Compute North to obtain and perfect this security interest as may be reasonably required.
8. **Network and Access.**
 - 8.1. **Network.** Compute North will provide a minimum of 100 mbps of local network connectivity to each piece of Mining Equipment on a single Ethernet segment. Customer may request a VPN to securely access the Equipment by notifying Compute North in writing. Customer is solely responsible for preventing unauthorized access to the Mining Equipment. Customer acknowledges and agrees that Compute North may monitor Customer's network usage and traffic and Customer hereby authorizes Compute North to access, collect and use data relating to the Mining Equipment and Customer's use thereof.
 - 8.2. **Access.** Only those persons specifically authorized by Compute North in writing may access the Facility. Compute North may reasonably deny or suspend Customer's access to the Mining Equipment based on Compute North's then-current Security Policies and Procedures, which include, but are not limited to:
 - 8.2.1. All access into the Facility must be supervised by a Compute North representative;
 - 8.2.2. Customer shall provide one (1) business day's written notice to Compute North prior to any maintenance or repair of the Mining Equipment;
 - 8.2.3. Customer shall perform Mining Equipment maintenance and repairs during normal business hours (Monday-Friday, 7AM – 6PM Central Time);
 - 8.2.4. Customer may request immediate or after-hour access to the Facility to perform emergency maintenance. Compute North will make every reasonable attempt to accommodate Customer's after-hour emergency access requests.

Customer shall be solely responsible for any damage or loss caused by anyone acting for or on its behalf while at the Facility except to the extent of any contributory negligence on the part of Compute North.
 - 8.3. **Hazardous Conditions.** If, in the reasonable discretion of Compute North, any hazardous conditions arise on, from, or affecting the Facility, whether caused by Customer or a third party, Compute North is hereby authorized to suspend service under this Agreement without subjecting Compute North to any liability.
 - 8.4. **Demand Response/Load Resource Participation Program.** Customer acknowledges and understands that Compute North participates in various Demand Response/Load Resource Participation Programs ("LRP Program") at its facilities. Customer understands and agrees that the LRP Program provides the local grid operator with the capability to shut off the power load serving Compute North customers in response to certain load situations. Customer agrees that the Fees reflect Compute North's participation in the LRP Program and that Compute North shall have no liability to Customer for any actions or omissions due to or resulting from its participation in the LRP Program.
9. **Removals and Relocation of Mining Equipment.**

- 9.1. Relocation. Compute North may relocate Mining Equipment within the Facility or to another Compute North facility upon twenty (20) days' prior written notice to Customer at Compute North's expense.
 - 9.2. Emergency. In the event of an emergency, and upon prior written notice to the Customer, Compute North may rearrange, remove, or relocate Mining Equipment without any liability to Compute North.
 - 9.3. Mining Equipment Return. Provided that Customer has paid all amounts then due and owing under this Agreement, Compute North shall decommission and make the Mining Equipment available to Customer for pickup at, or shipment from, the Facility within thirty (30) business days of Customer's written request. Customer shall be responsible for all reasonable, documented deinstallation, packing, storage, transportation, delivery, and other costs associated with removing and returning its Mining Equipment. Compute North will notify Customer when its Mining Equipment is ready for pickup, and Customer shall arrange for pickup and removal of the Mining Equipment at its sole risk and expense. If Customer does not remove the Mining Equipment as provided herein, Compute North may charge Customer for storage from the date of notice that the Mining Equipment is ready for pickup. Customer shall remain liable to Compute North for all amounts due for the remainder of the applicable Equipment Term for such Mining Equipment, if any.
10. **Customer Responsibilities.**
- 10.1. Compliance with Laws. Customer's use of the Facility and the Equipment located at the Facility shall conform to all applicable Law, including international Law, the Law of the jurisdictions in which Customer is doing business and where the Facility is located. In the event that there is a new or a change in Law that causes Compute North to directly or indirectly incur new or additional costs in connection with the Services or the Facility, Compute North may pass through such costs to Customer without markup. Customer shall timely cooperate in any audit or review of Customer's compliance with the terms hereof conducted by or on behalf of Compute North, responding accurately and completely to all inquiries, and providing any requested documents.
 - 10.2. Licenses and Permits. Customer is responsible for obtaining any licenses, permits, consents, and approvals from any federal, state, or local government that may be necessary to install, possess, own, or operate the Mining Equipment. As used herein, "Law" means any law, statute, rule, protocol, procedure, exchange rule, tariff, decision, requirement, writ, order, decree or judgment adopted by or any interpretation thereof by any court, government agency, regulatory body, instrumentality or other entity, including an electric utility, retail electric provider, regional transmission organization or independent system operator.
 - 10.3. Insurance. Customer acknowledges that Compute North is not an insurer and Mining Equipment is not covered by any insurance policy held by Compute North. Customer is solely responsible for obtaining insurance coverage for the Mining Equipment. Customer shall have and maintain throughout the Term of this Agreement commercial general liability insurance for both bodily injury and property damage.
 - 10.4. Equipment in Good Working Order. Customer shall be responsible for delivering the Mining Equipment to the Facility in good working order and suitable for use in the Facility. Customer is responsible for all risk of loss or damage to the prior to Compute North receiving the Equipment at the Facility. Customer shall be responsible for any and all costs associated with the troubleshooting and repair of Mining Equipment received in non-working order, including parts and labor at Compute North's then-current rates. Compute North is not responsible in

any way for installation delays or loss of profits as a result of Mining Equipment deemed not to be in good working order upon arrival at Facility.

- 10.5. Modification or Overclocking of Mining Equipment. Customer shall notify and obtain prior written approval from Compute North before any material modifications, alternations, firmware adjustments, over-clocking or other changes are made to Mining Equipment ("Modified Equipment") that is intended to or might cause the Mining Equipment's performance to deviate from the standard or factory specifications.
- 10.6. Representations. Customer and Computer North each represents and warrants that (i) it is properly constituted and organized, (ii) it is duly authorized to enter into and perform this Agreement, and (iii) the execution and delivery of this Agreement and its performance of its duties hereunder will not violate the terms of any other agreement to which it is a party or by which it is bound.

11. Representations, Warranties, and Disclaimer.

- 11.1. Mutual. Customer and Computer North each represents and warrants that: it is properly constituted and organized; it is duly authorized to enter into and perform this Agreement; and, its execution, delivery, and performance of this Agreement will not violate the terms of any other agreement to which it is a party or obligation by which it is bound.
- 11.2. By Customer. Customer represents and warrants that it owns and has good title to the Mining Equipment free and clear of any mortgage, pledge, lien, charge, security interest, claim or other encumbrance. Customer further represents and warrants that neither it nor any of its subsidiaries nor, to Customer's knowledge, any director, officer, agent, employee, affiliate, or person acting on behalf of Customer or its subsidiaries: has violated or will violate any applicable anti-bribery or anti-corruption Law, including the U.S. Foreign Corrupt Practices Act; has violated or will violate any applicable money laundering Laws; or is or will become subject to any U.S. sanctions administered by the Office of Foreign Asset Control of the U.S. Treasury Department.
- 11.3. By Compute North. Compute North represents and warrants that it will provide the Services at the Facility in a professional and workmanlike manner consistent with the terms and conditions of this Agreement. Except as expressly set forth herein, COMPUTE NORTH MAKES NO WARRANTIES OR GUARANTEES RELATED TO THE AVAILABILITY OF SERVICES OR OPERATING TEMPERATURE OF THE FACILITY. THE SERVICES AND FACILITY ARE PROVIDED ON AN "AS IS" BASIS. COMPUTE NORTH DOES NOT PROVIDE MECHANICAL COOLING OR BACKUP POWER AND THE FACILITY IS SUBJECT TO SWINGS IN LOCAL TEMPERATURE, WIND, HUMIDITY AND OTHER CONDITIONS. COMPUTE NORTH MAKES NO WARRANTY, AND HEREBY DISCLAIMS ALL IMPLIED WARRANTIES, WITH RESPECT TO GOODS AND SERVICES SUBJECT TO THIS AGREEMENT, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) WARRANTY OF NONINFRINGEMENT AND (D) WARRANTY AGAINST INTERFERENCE. COMPUTE NORTH DOES NOT WARRANT THAT (A) THE SERVICE WILL BE FREE FROM INTERRUPTION; (B) THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OTHER THAN AS EXPRESSLY SET FORTH HEREIN; OR (C) THE SERVICE WILL PROVIDE ANY FUNCTION NOT EXPRESSLY DESIGNATED AND SET FORTH HEREIN.

12. Limitation of Liability.

- 12.1. Customer understands and acknowledges that, in certain situations, Services and Mining Equipment functionality may be unavailable due to factors outside of Compute North's control, including force majeure, weather, network failures, pool operator failures, denial of service attacks, network and power grid outages, cyberattacks, including hacking or malicious attacks on networks or exchanges, or Acts of God ("External Factors"). Customer further acknowledges that cryptocurrency price movements, difficulty, and legal and regulatory risks ("External Risks") could have a material adverse impact on the value of cryptocurrencies, cryptocurrency mining, the Mining Equipment, and the Services. Customer assumes responsibility for all such External Factors and External Risks, and Compute North hereby disclaims all liability for any losses that may arise as a result thereof.
- 12.2. COMPUTE NORTH SHALL HAVE NO OBLIGATION, RESPONSIBILITY, OR LIABILITY FOR ANY OF THE FOLLOWING: (A) ANY INTERRUPTION OR DEFECTS IN THE MINING EQUIPMENT CAUSED BY FACTORS OUTSIDE OF COMPUTE NORTH'S REASONABLE CONTROL; (B) ANY LOSS, DELETION, OR CORRUPTION OF CUSTOMER'S DATA OR FILES; (C) ANY LOST REVENUE OR PROFITS TO CUSTOMER DURING NETWORK OR POWER OUTAGES OR CURTAILMENT, MINING EQUIPMENT FAILURES, OR OTHER FACTORS OUTSIDE OF COMPUTE NORTH'S DIRECT CONTROL; (D) DAMAGES RESULTING FROM ANY ACTIONS OR INACTIONS OF CUSTOMER OR ANY THIRD PARTY NOT UNDER COMPUTE NORTH'S CONTROL; OR (E) DAMAGES RESULTING FROM MINING EQUIPMENT OR ANY THIRD-PARTY EQUIPMENT.
- 12.3. IN NO EVENT SHALL COMPUTE NORTH BE LIABLE TO CUSTOMER OR ANY OTHER PERSON, FIRM, OR ENTITY IN ANY RESPECT, INCLUDING, WITHOUT LIMITATION, FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, RELIANCE, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF BUSINESS, OR COST OF COVER OF ANY KIND OR NATURE WHATSOEVER, ARISING OUT OF OR RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT EVEN IF ADVISED OF THE POSSIBILITY THEREOF. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, COMPUTE NORTH'S TOTAL CUMULATIVE LIABILITY UNDER OR RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER UNDER CONTRACT LAW, TORT LAW, WARRANTY, OR OTHERWISE (INCLUDING ATTORNEYS' FEES), SHALL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE AMOUNTS ACTUALLY RECEIVED BY COMPUTE NORTH FROM CUSTOMER FOR THE SERVICE MONTH DURING WHICH THE EVENT GIVING RISE TO THE CLAIM OCCURRED.
- 12.4. Remedy. Customer's sole remedy for Compute North's non-performance of its obligations under this Agreement shall be a refund of any fees paid to Compute North for the then-current service month. Unless applicable law requires a longer period, any action against Compute North in connection with this Agreement must be commenced within one (1) year after the cause of the action has accrued.
- 12.5. Insurance loss. Customer agrees to look exclusively to Customer's insurer to recover for injury or damage in the event of any covered loss or injury, and releases and waives all right of recovery against Compute North for any covered loss or injury.
13. **Indemnification**. Customer shall indemnify, hold harmless and defend Compute North, the Facility Owner, and their respective affiliates, subsidiaries, employees, agents, directors, owners, executives, representatives, and subcontractors from any and all third-party liability, claim, judgment, loss, cost, expense or damage, including attorneys' fees and legal expenses, arising out of or relating to the Mining Equipment or Customer's use thereof, or any injuries or damages sustained by any person or property

due to any direct or indirect act, omission, negligence or misconduct of Customer, its agents, representatives, employees, contractors and their employees and subcontractors and their employees, including due to a breach of this Agreement by Customer. Compute North shall indemnify, hold harmless and defend the Customer, its subsidiaries, employees, agents, directors, owners, executives, representatives, and subcontractors from any and all third-party liability, claim, judgment, loss, cost, expense or damage, including attorneys' fees and legal expenses, arising out of or relating to any direct or indirect act, omission, negligence or misconduct of Compute North, its agents, representatives, employees, contractors and their employees and subcontractors and their employees, including due to a breach of this Agreement by Compute North. Neither Compute North nor the Customer shall not enter into any settlement or resolution with a third party under this section without the other Party's prior written consent, which shall not be unreasonably withheld.

14. Miscellaneous.

- 14.1. **Lease Agreement.** Compute North may lease certain premises in the Facility from the Facility's owner ("Facility Owner") pursuant to a lease agreement ("Lease"). Customer is not a party to or a beneficiary under such Lease, if any, and has no rights thereunder; however, Customer shall be required to adhere to any and all rules of operation established by Leaser for the Facility. Whether owned or leased by Compute North, Customer acknowledges and agrees that it does not have, has not been granted, and will not own or hold any real property interest in the Facility, that it is a licensee and not a tenant, and that it does not have any of the rights, privileges, or remedies that a tenant or lessee would have under a real property lease or occupancy agreement.
- 14.2. **Entire Agreement.** This Agreement, including the Order Form and any documents referenced herein, constitutes the parties' entire understanding regarding its subject and supersedes all prior or contemporaneous communications, agreements and understanding, including any prior master or colocation agreement, between them relating thereto. In the event of a conflict between the terms and conditions of this Master Agreement and an Order Form, the specific terms and conditions of the Order Form shall take precedence. Customer acknowledges and agrees that it has not, and will not, rely upon any representations, understandings, or other agreements not specifically set forth in this Agreement. This Agreement shall not be superseded, terminated, modified, or amended except by express written agreement of the parties that specifically identifies this Agreement.
- 14.3. **Waiver, Severability.** The waiver of any breach or default does not constitute the waiver of any subsequent breach or default. If any provision of this Agreement is held to be illegal or unenforceable, it shall be deemed amended to conform to the applicable Law, or, if it cannot be so amended without materially altering the intention of the parties, it shall be stricken and the remainder of this Agreement shall continue in full force and effect.
- 14.4. **Assignment.** Except as part of or in connection with a Change of Control or a reorganization solely among Customer and its Affiliates and subject to such assignee agreeing in writing to be subject to the terms and conditions hereof, Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Compute North's written consent. "Change of Control" means (i) a sale by Customer of all or substantially all of its assets that are the subject of this Agreement to an unaffiliated person or entity, (ii) a merger, reorganization, conversion or other transaction in which more than fifty percent (50%) of the voting control of Customer is held by persons or entities who did not hold voting control of such party, whether directly or indirectly, immediately prior to such transaction (excluding any reorganization solely among Customer and any entities that directly or indirectly controls, is controlled by, or is under common control with Customer (each, an "Affiliate"), or (iii) a sale by the equity holders of Customer that results in more than

fifty percent (50%) of the voting control of such party being held by persons or entities who did not hold voting control of Customer, whether directly or indirectly, immediately prior to such sale (excluding any reorganization solely among Customer and its Affiliates). Customer shall notify Compute North in writing within ten (10) days of any assignment or transfer under this Section 14.4. Compute North may at any time assign, transfer, delegate, or subcontract any or all of its rights or obligations under this Agreement without Customer's written consent. Subject to the restrictions on assignment of this Agreement, this Agreement shall be binding upon and inure to the benefit of the parties, their legal representatives, successors, and assigns.

- 14.5. Force Majeure. Neither party shall be liable in any way for delay, failure in performance, loss or damage due to any of the following force majeure conditions: fire, strike, embargo, explosion, power failure, flood, lightning, war, water, electrical storms, labor disputes, civil disturbances, governmental requirements, acts of civil or military authority, acts of God, acts of public enemies, inability to secure replacement parts or materials, transportation facilities, or other causes beyond its reasonable control, whether or not similar to the foregoing. This also includes planned service and maintenance needs.
- 14.6. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, without giving effect to principals of conflicts of laws. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled exclusively conducted by a single arbitrator in the State of New York in accordance with the American Arbitration Association's then-current Commercial Arbitration Rules. Judgment may be entered on the arbitrator's award in any court having jurisdiction. All documents and proceedings shall be in English. The parties may participate in the arbitration via synchronous videoconferencing or similar technology and no party shall need to physically and personally appear. An action by a party to enforce any provision of this Agreement shall not relieve the other party from any of its obligations under this Agreement, and no failure to enforce any provision of this Agreement shall constitute a waiver of any future default or breach of that or any other provision.
- 14.7. Relationship of the Parties. The parties agree that their relationship hereunder is in the nature of independent contractors. Neither party shall be deemed to be the agent, partner, joint venturer or employee of the other, and neither shall have any authority to make any agreements or representations on the other's behalf. Each party shall be solely responsible for the payment of compensation, insurance and taxes of its own personnel, and such personnel are not entitled to the provisions of any employee benefits from the other party. Neither party shall have any authority to make any agreements or representations on the other's behalf without the other's written consent. Additionally, Compute North shall not be responsible for any costs and expenses arising from Customer's performance of its duties and obligations pursuant to this Agreement.
- 14.8. Third-Party Beneficiaries. Nothing in this Agreement is intended, nor shall anything herein be construed to confer any rights, legal or equitable, in any person or entity other than the parties hereto, the Facility Owner and their respective successors and permitted assigns.
- 14.9. Publicity. Neither party may use the name, trademark, logo, acronym, or other designation of the other party in connection with any press release, advertising, publicity materials or otherwise without the prior written consent of the other party. Notwithstanding the foregoing, Customer agrees that Compute North may publicly identify Customer, both orally and in writing, as a customer of Compute North.
- 14.10. Construction; Interpretation. Unless the context otherwise requires, words in the singular include the plural, and in the plural include the singular; masculine words include the feminine and neuter; "or" means "either or both" and shall not be construed as exclusive;

“including” means “including but not limited to”; “hereof,” “hereby,” “herein,” “hereunder” and similar terms in this Agreement refer to this Agreement as a whole and not any particular section in which such words appear, unless otherwise specified; “any” and “all” each means “any and all” and shall not be construed as terms of limitation; and, a reference to a thing (including any right or intangible asset) includes any part or the whole thereof. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation and construction of this Agreement, and this Agreement shall be construed as having been jointly drafted by the parties. The titles and headings for particular paragraphs, sections and subsections of this Agreement have been inserted solely for reference purposes and shall not be used to interpret or construe the terms of this Agreement. Compute North’s rights and remedies hereunder are cumulative and in addition to any other rights or remedies it may have at law or in equity.

- 14.11. **Survival.** Notwithstanding any provisions herein to the contrary, the obligations set forth in Sections 5.3, 5.5, 6.3, 6.4, 7, 9.3, 12, 13, and 14 shall survive the expiration or termination of this Agreement.
- 14.12. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same document. The parties may sign and transmit an electronic signature of this Agreement (whether by facsimile, pdf, email, or other electronic means), which signature shall be binding on the party whose name is contained therein.

IN WITNESS WHEREOF, the parties have executed this Agreement in a manner appropriate to each and with the authority to do so as of the date set forth below.

Compute North LLC
By: *Dave Perrill*
Name: Dave Perrill
Its: CEO


Marathon Compute North 1 LLC
By: *Fred Thiel*
Name: Fred Thiel
Its: CEO

Signature Certificate

Document Ref.: OUNBM-AXN83-YFHG7-ST2WX

Document signed by:

	Dave Perrill Verified E-mail: dave.perrill@computenorth.com	<i>Dave Perrill</i>
IP: 174.20.180.17	Date: 01 Dec 2021 02:39:24 UTC	

	Fred Thiel Verified E-mail: fred@marathondh.com	<i>Fred Thiel</i>
IP: 68.5.61.195	Date: 01 Dec 2021 02:49:05 UTC	

Document completed by all parties on:

01 Dec 2021 02:49:05 UTC

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Signed with PandaDoc.com

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Exhibit A – Order Form

THIS ORDER FORM IS MADE PURSUANT TO AND PART OF THAT MASTER SERVICES AGREEMENT ENTERED INTO BETWEEN THE CUSTOMER SPECIFIED BELOW AND COMPUTE NORTH LLC ON NOVEMBER 30, 2021.

Customer: Marathon Compute North 1 LLC

Facility: Future Facility TBD

Equipment and Fees:

Batch #	001	
Deal ID	6873431389	
Order Type	<input checked="" type="checkbox"/> New Order <input type="checkbox"/> Renewal <input type="checkbox"/> Change Order	
Equipment		
Quantity	Model	Unit Efficiency (W/TH)
30,000	Bitmain S19j Pro (100TH)	31
Hosting Services Rate (USD)	Anticipated Daily Rate: \$98,208.00 (equivalent to \$0.044 / kWh)	
Total Monthly Package Fee (per unit)	Select @ \$0.50	
REC Price:	\$5.50/REC	
Equipment Term	5 Years	

Package Details:

	Basic	Select	Premier
Core Features			
Equipment	Customer Provided	Customer Provided	Customer Provided
Equipment Managed	No	Yes	Yes
Rack Space	X	X	X
240V Power	X	X	X
Ambient Air Cooling	X	X	X
Redundant Internet Connectivity	X	X	X
Physical Security	X	X	X
Technical Support			
Basic Remote Hands	X	X	X
Advanced Remote Hands		X	X
SLA Level	Network & Power	Hashrate Performance	Hashrate Performance
VPN Access	X		
RMA Processing		X	X
Premium Features			
Miner Configuration		X	X
Miner Monitoring		X	X
Alert Management and Proactive Response		X	X
Automated Rules-based Reboots		X	X
Stock Firmware Upgrades		X	X
Compute North Pool (U.S.-based pool)			X
Pool to Hash Performance Monitoring, Audit, Reconciliation			X

Discounted Pool Fee			X
Performance Enhancing Firmware			
<ul style="list-style-type: none"> Overclocking, Underclocking, Auto-tuning, Upgrades Customer provided (subject to Compute North approval) or Compute North provided (miner model limited) 			X

Payment and Billing Terms:

- **Initial Setup Fee:** Initial Setup Fee, if any, is due upon execution of this Order Form.
- **Monthly Fees:**
 - Last two months of Monthly Service and Package Fees are due as follows and outlined below (the "Initial Deposit"). 50% due upon execution of this order form. 50% due 60 days prior to installation of the Equipment.

Initial Deposit	
Service Fees: (\$98,208.00/day x 30 days/mo. x 2 mos.)	\$5,892,480.00
Package Fees: (30,000 miners x \$0.50/miner x 2 mos.)	+ \$30,000.00
Total Initial Deposit	\$5,922,480.00

Initial Deposit Payment Schedule	
Due upon execution of Order Form	\$2,961,240.00
Due 60 days prior to installation of Equipment	\$2,961,240.00
Total	\$5,922,480.00

- Equipment installation will not begin until received.
- The Monthly Service Fee is payable based on the actual hashrate performance of the Equipment per miner type per location as a percentage of the anticipated monthly hashrate per miner type. Customer shall pay a minimum service fee monthly in advance equal to seventy percent (70%) of the Expected Monthly Service Fee (the "Minimum Service Fee") based on the Anticipated Daily Rate. The Minimum Service Fee is nonrefundable.
- The actual Monthly Service Fee is determined using the Hashrate Performance Adjustment:

$$\text{Hashrate Performance Adjustment} = \text{Expected Monthly Service Fees} \times (100\% - \text{Actual hashrate performance percentage by model type})$$
 Any Monthly Service Fee owed in excess of the Minimum Service Fee net of the Hashrate Performance Adjustment will be invoiced monthly in arrears.
- Monthly Service Fees and Monthly Package Fees will be invoiced monthly beginning on the date of Installation and are due upon receipt of invoices submitted by Compute North. Late payments will incur interest at the lesser of 1.5% per month (18% annum) or the maximum amount allowed under applicable law.
- Pricing is subject to monthly automated ACH payments. Other payment methods may be subject to a service fee.

Billing Example – Minimum Service Fee	
Anticipated Daily Rate (One Miner)	\$4.00
Period (Days in the Month)	30
Number of Units	10
Expected Total Monthly Service Fees	\$1,200.00
	x 70%
Monthly Minimum Service Fee	\$840.00

Billing Example: 96% hashrate performance	
Expected Total Monthly Service Fees	\$1,200.00
Hashrate Performance Adjustment (-4%)	-\$48.00

Billing Example: 105% hashrate performance	
Expected Total Monthly Service Fees	\$1,200.00
Hashrate Performance Adjustment (5%)	\$60.00

Total Monthly Service Fee	\$1,152.00	Total Monthly Service Fee	\$1,260.00
Minimum Service Fee (Prepaid)	<u>-840.00</u>	Minimum Service Fee (Prepaid)	<u>-840.00</u>
Balance Due	<u>\$312.00</u>	Balance Due	<u>\$420.00</u>

Firmware:

Customer acknowledges and agrees that its use of alternate or non-standard firmware may be subject to third-party fees or other charges, which shall be Customer's sole responsibility. Customer acknowledges and agrees that Compute North's consent to Customer's use of alternate or non-standard firmware and its provision of services relating thereto is for Customer's convenience on an as-is basis, that Customer's use of alternate or non-standard firmware is at Customer's sole risk, and that Compute North does not make any warranties or guarantees, whether express or implied, with respect thereto.

Equipment Term:

The initial Equipment Term for hosting the Equipment will be five (5) years. The Equipment Term shall automatically renew for successive one (1) year renewal terms unless either party provides written notice at least 365 days prior to the expiration of the then-current Equipment Term. Compute North may increase the Hosting Service Rate applicable to a renewal term by up to three percent (3%) by giving written notice to Customer prior to the expiration of the then-current Equipment Term.

Risk Factors:

- Land/Site Acquisition
- Regulatory Affairs
- Power Purchase Agreement (PPA)
- Infrastructure Equipment Availability (medium voltage cables, containers, etc.)
- Long Lead Time Equipment Procurement (substation, transformer, etc.)

Carbon Neutral Target:

Customer agrees to purchase RECs from Compute North at the REC Price specified above in an amount equal to 100% of the energy consumption attributable to Customer's Mining Equipment during each calendar year or part of a calendar year during the Equipment Term hereof (the "REC Option"). In connection with the REC Option, Compute North will either, directly or indirectly, through an affiliate, purchase or retire RECs on behalf of Customer in the amount specified above. Compute North may take up to four (4) months after the end of a calendar year to transfer or retire the RECs needed to fulfill the REC Option. Compute North specifically disclaims any representation with respect to the "green", "environmentally friendly" or "carbon free" nature of the generation sources associated with the RECs purchased hereunder. Customer acknowledges that as a purchaser of RECs it will not have its energy consumption directly sourced from a renewable energy generation facility, but by purchasing RECs it will support renewable energy generators that provide electricity to the North American power grid. As used herein, "REC" means a renewable energy certificate or credit associated with the production of one (1) MWh of electricity from a renewable energy generating facility located in North America.

Order Type:

For orders designated as "Renewal" or "Change Order": This Order Form replaces all then-existing order forms under the applicable Agreement between Compute North and Customer for the identified Equipment, with all other order forms remaining in full force and effect. The Previous Orders and Equipment List attached and appended hereto identifies the Equipment that remains subject to a prior order form as of the date of this Order Form.

For orders designated as "New": This Addendum is and shall be in addition to all then-existing order forms under the applicable Agreement between Compute North and Customer, which order forms shall



remain in full force and effect. The Previous Orders and Equipment List attached and appended hereto identifies the Equipment that remains subject to a prior order form as of the date of this Order Form.

Compute North LLC

By: *Dave Perrill*

Name: Dave Perrill

Its: CEO

Customer

By: *Fred Thiel*

Name: Fred Thiel



Its: CEO

Signature Certificate

Document Ref.: YDF2D-EWFBA-KJS5U-TGODM

Document signed by:

	Dave Perrill Verified E-mail: dave.perrill@computenorth.com	<i>Dave Perrill</i>
IP: 174.20.180.17	Date: 01 Dec 2021 02:39:56 UTC	

	Fred Thiel Verified E-mail: fred@marathondh.com	<i>Fred Thiel</i>
IP: 68.5.61.195	Date: 01 Dec 2021 02:47:23 UTC	

Document completed by all parties on:

01 Dec 2021 02:47:23 UTC

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Compute North to Host Over 100,000 of Marathon's Bitcoin Miners at Predominantly Wind and Solar Farms Operated by One of the Largest Renewable Energy Providers in North America

LAS VEGAS, Dec. 01, 2021 (GLOBE NEWSWIRE) — **Marathon Digital Holdings, Inc. (NASDAQ:MARA)** (“Marathon” or “Company”), one of the largest enterprise Bitcoin self-mining companies in North America, has expanded its agreement with Compute North to host more than 100,000 of Marathon's previously purchased bitcoin miners at multiple locations, the majority of which are wind and solar farms operated by one of the largest renewable energy power providers in North America.

In May 2021, Marathon announced a binding letter of intent with Compute North to host approximately 73,000 of Marathon's bitcoin miners in Texas. Today, the Company announced that the agreement has been expanded to now include over 100,000 of Marathon's previously purchased bitcoin miners. As a result, Marathon has now procured hosting arrangements for all of its previously purchased bitcoin miners.

Under the terms of the agreement, Compute North will now be deploying Marathon's bitcoin miners across the United States, focusing on wind and solar farms. The deployments will predominantly be “behind the meter,” which is intended to avoid congesting transmission lines and to improve the efficiency and sustainability of the Company's mining operations. Once all 133,000 of Marathon's bitcoin miners are deployed, the Company's hash rate will be approximately 13.3 EH/s, its blended cost of electricity and hosting will be approximately \$0.042 per kilowatt hour (kWh), and Marathon's mining operations will be approximately 77% carbon neutral.

Compute North, which is a leader in delivering cost-effective TIER 0™ infrastructure, will be developing and operating the new mining facilities as well as managing the deployment of Marathon's miners. Deployments of miners at existing facilities are currently underway. The next 280-megawatt (MW) site in West Texas is expected to begin operating in the first quarter of 2022 with the remainder of the mining facilities expected to be constructed and operational by the middle of 2022.

“As a flexible, base load consumer, bitcoin miners are uniquely positioned to deploy with renewable energy power providers who are interested in improving the economics of their current operations or funding the construction of new renewable energy facilities,” said Fred Thiel, Marathon's CEO. “By expanding our agreement with Compute North, we have secured access to top-tier, reliable hosting with renewable power, behind the meter, at industry low rates for the remainder of our previously purchased miners. As a result, we believe our mining operations will not only be among the largest in North America, but also among the most efficient and most environmentally friendly. Additionally, given that the primary energy provider is one of the largest generators of renewable energy from wind and solar in North America, we now have a clear path to continue expanding our mining operations with renewable power in the United States.”

Dave Perrill, CEO of Compute North, commented, “Marathon is an important strategic partner of ours who continues to set the standard for environmentally friendly bitcoin mining. They represent Bitcoin mining done the right way – professional, renewable, and at scale. We believe this expansion proves the synergies that exist between renewable power and bitcoin mining, and we look forward to building on this momentum for Marathon and our other clients.”

Investor Notice

Investing in our securities involves a high degree of risk. Before making an investment decision, you should carefully consider the risks, uncertainties and forward-looking statements described under “Risk Factors” in Item 1A of our most recent Annual Report on Form 10-K for the fiscal year ended December 31, 2020. If any of these risks were to occur, our business, financial condition or results of operations would likely suffer. In that event, the value of our securities could decline, and you could lose part or all of your investment. The risks and uncertainties we describe are not the only ones facing us. Additional risks not presently known to us or that we currently deem immaterial may also impair our business operations. In addition, our past financial performance may not be a reliable indicator of future performance, and historical trends should not be used to anticipate results in the future. Future changes in the network-wide mining difficulty rate or Bitcoin hash rate may also materially affect the future performance of Marathon's production of bitcoin. Additionally, all discussions of financial metrics assume mining difficulty rates as of November 2021. See “Safe Harbor” below.

Forward-Looking Statements

Statements made in this press release include forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934. Forward-looking statements can be identified by the use of words such as “may,” “will,” “plan,” “should,” “expect,” “anticipate,” “estimate,” “continue,” or comparable terminology. Such forward-looking statements are inherently subject to certain risks, trends and uncertainties, many of which the Company cannot predict with accuracy and some of which the Company might not even anticipate and involve factors that may cause actual results to differ materially from those projected or suggested. Readers are cautioned not to place undue reliance on these forward-looking statements and are advised to consider the factors listed above together with the additional factors under the heading “Risk Factors” in the Company's Annual Reports on Form 10-K, as may be supplemented or amended by the Company's Quarterly Reports on Form 10-Q. The Company assumes no obligation to update or supplement forward-looking statements that become untrue because of subsequent events, new information or otherwise.

About Marathon Digital Holdings

Marathon is a digital asset technology company that mines cryptocurrencies with a focus on the blockchain ecosystem and the generation of digital assets.

About Compute North

Compute North is the leader in TIER 0™ data centers, focused on delivering the most sustainable, cost-effective computing in the world. The company provides efficient, highly scalable infrastructure for clients in the blockchain, cryptocurrency mining and the distributed computing space. With operations across the United States, Compute North brings a unique combination of data center, energy, and technology expertise to meet the growing demand for purpose-built infrastructure solutions for highly specialized computing needs. For additional information, please visit www.computenorth.com.

For further information, please contact: pr@computenorth.com

Marathon Digital Holdings Company Contact:

Charlie Schumacher

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Email: charlie@marathondh.com



Source: Marathon Digital Holdings, Inc.
Released December 1, 2021
