Execution Copy

MARKETING AND CALL SERVICES AGREEMENT

This Marketing And Call Services Agreement (the "Agreement") is made and entered into as of August 2, 2021 (the "Effective Date"), by and between 1800BITCOIN LLC ("1800BITCOIN"), a Puerto Rico Limited Liability Company having its principal place of business at 53 Calle Palmeras, San Juan PR 00901 and [redacted] ("[redacted]"), a [redacted] having its principal place of business at [redacted] (together, the "**Parties**", and each, a "**Party**").

Recitals

WHEREAS, 1800BITCOIN is in the business of providing education and information relating to Bitcoin and related topics (the "Business");

WHEREAS [redacted] is in the business of providing a diverse array of investment advisory services;

WHEREAS [redacted] desires to lease to 1800BITCOIN the exclusive right to receive all call traffic to the toll-free telephone number 1-800-248-2646 ("1-800-Bitcoin" or the "Number") for use in 1800BITCOIN's business and marketing efforts and provide commercially reasonable services to assist in relation to the toll-free number ("TFN") services provided by the relevant Responsible Organization(s) and/or telephone service provider(s) (referred to herein, interchangeably as a "TFN Service Provider" or "TFN Service Providers") necessary for 1800BITCOIN's use of the Number, and 1800BITCOIN desires that [redacted] provide such lease and services to it.

NOW, THEREFORE, in consideration of the foregoing, the covenants, agreements, representations and warranties hereinafter set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. **RECITALS.** The foregoing recitals are true and are incorporated herein by reference.

2. **ENGAGEMENT.** 1800BITCOIN hereby engages [redacted], and [redacted] hereby accepts engagement by [redacted] for the purposes set forth in this Agreement.

3. **NO SALE.** This Agreement shall not constitute a sale of the Number. [redacted] will remain the subscriber of record to the Number and maintain administrative control over the Number, which such Number shall remain with [redacted] TFN Service Provider of choice.

4. **COMPENSATION.** 1800BITCOIN shall pay [redacted] for the Services as follows:

a. A one-time initial fee (the "Initial Fee") of $250,000 within 10 days of the Effective Date of this Agreement, $200,000 payable to [redacted] and $50,000 payable to [redacted]

b. A monthly fee ("Monthly Service Fee") for each month during the Term and any Renewal Term that the Agreement is in effect (a "Service Month"). The Monthly Service Fee for each Service Month shall be equivalent to the greater of (i) $3,500 or (ii) the value of one-twelfth (1/12) of the average price of one Bitcoin in United States Dollars over each of the business days in the prior month based on the end of day Bitcoin Reference Rate (BRR:CME) for each such business day, or if such reference rate ceases to be generally accepted within the industry as a reliable source for such data, such successor reference rate as the Parties may agree from an alternate third-party source that is generally accepted within the industry. For example, the Monthly Service Fee for the Service Month of October 2021 would be calculated based on the average of the end of day Bitcoin Reference Rates for each of the business days between September 1, 2021 and September 30, 2021, divided by twelve. During the first six Service Months of the Initial Term of the Agreement only, the Monthly Service Fee shall not exceed $10,416.67 for any Service Month within that six-month period (the "Six Month Cap"), even if the value of one-twelfth (1/12) of one Bitcoin as determined under this Section 4(b) exceeds that amount. For the avoidance of doubt, this Six Month Cap shall only apply to the Initial Term, and shall not be applicable to any Successive Term.

c. In addition to any amounts payable under Section 4(a) and Section 4(b) above, 1800BITCOIN shall remit to [redacted] on a monthly basis, those amounts, including but not limited to fees, taxes, and other charges that [redacted] incurs from its TFN Service Providers or governmental entities in connection with 1800BITCOIN's use of the Number, which are attributable to the use of the Number by 1800BITCOIN (the "Monthly Expense Fee").

i. [redacted] shall provide 1800BITCOIN an invoice including a detailed summary of the charges, fees, and taxes comprising the Monthly Expense Fee on a monthly basis, including the call records and charges for the Number obtained from its TFN Service Provider, and the basis for the allocation of taxes and fees to the Number.

5. PAYMENT TERMS

a. Payment of the Initial Fee shall be made by 1800BITCOIN to [redacted] and [redacted] by wire transfer in accordance with wire transfer instructions provided by [redacted] to 1800BITCOIN within the later of (i) ten (10) days after the Effective Date of this Agreement, but no sooner than five (5) days after the Effective date, or (ii) the Service Provider Consent Date if applicable under Section 7(a). If payment of the Initial Fee shall not have been received by [redacted] and [redacted] within 5 days of the day on which such payment is due, [redacted] shall provide written notice to 1800BITCOIN that the Initial Fee is past due. 1800BITCOIN shall thereafter have a period of twentyfive (25) days from the date of such written notice to cure such delinquency by making payment of the Initial Fee to [redacted] and [redacted] by wire transfer. If 1800BITCOIN does not make payment within such fifteen-day cure period, 1800BITCOIN shall thereafter be deemed in default and in breach of this Agreement, and in addition to all other rights under this Agreement and under applicable law, [redacted] may impose an interest charge at the rate of 15% per annum until the Initial Fee is paid in full.

b. Payment of the Monthly Service Fee shall be made by 1800BITCOIN to [redacted] by check or wire transfer within 10 days of the first day of the applicable Service Month. The first Service Month shall begin on the later of September 1, 2021, or the first day of the month following the Service Provider Consent Date if applicable under Section 7(a), and payment of the first Monthly Service Fee is due and payable on the 10th day of that month.

c. Payment of the Monthly Expense Fee shall be made to [redacted] by check or wire transfer within ten (10) days of 1800BITCOIN's receipt of the invoice and accompanying information set forth in Section 4(c)(i).

d. Payments of the Monthly Service Fee and the Monthly Expense Fee, if by check, shall be sent to [redacted] at [redacted]

e. If payment of the Monthly Service Fee or Monthly Expense Fee for any given month shall not have been received by [redacted] within 10 days of the day on which such payment is due to be made, [redacted] shall provide written notice to 1800BITCOIN of such delinquent amount.

i. 1800BITCOIN shall thereafter have a period of sixty (60) days from the date of such written notice to cure such delinquency by making payment of such delinquent amount, or providing [redacted] with notice of a good faith dispute regarding the invoice (which notice shall set forth the basis of the dispute).

ii. The Parties shall thereafter engage in good faith negotiations in an effort to resolve such dispute, and in the event that the dispute is not amicably resolved and an agreed amount paid by 1800BITCOIN to [redacted] within forty-five (45 days) of the date of the dispute notice, either Party may seek arbitration of the disputed amount in accordance with Section 13. Nothing in this provision shall limit the right of the parties to bring an action in court relating to the dispute in lieu of arbitration.

iii. If 1800BITCOIN does not make payment within the sixty-day cure period, notify [redacted] of a good faith dispute with its invoice, or thereafter timely pay any arbitral award related to such disputed amount, 1800BITCOIN shall be deemed in default and in breach of this Agreement, and in addition to all other rights under this Agreement and under applicable law, [redacted] may impose an interest charge at the rate of 15% per annum on unpaid amounts that 1800BITCOIN does not dispute or that are subject to an arbitral award, until such amounts are paid.

6. **MARKETING AND CALL SERVICES.** In exchange for the Initial Fee, Monthly Service Fee, and Monthly Expense Fee and on the terms and conditions set forth herein [redacted] shall perform the following services (collectively the "Services"):

a. Lease to 1800BITCOIN the exclusive right to receive all call traffic to the toll-free telephone number 1-800-248-2646 ("1-800-Bitcoin" or the "Number") for use in 1800BITCOIN's business and marketing efforts;

b. Provide commercially reasonable coordination and assistance relating to the toll-free number services provided by the relevant TFN Service Providers necessary for 1800BITCOIN's use of the Number, including coordinating with the relevant TFN Service Providers to cause all calls to the Number be routed to particular telephone number(s) or call centers specified by 1800BITCOIN based on the routing information provided by 1800BITCOIN. 1800BITCOIN shall be responsible for the accuracy of such routing information, and [redacted] makes no warranty relating to the conduct or performance of any party involved in the routing, delivery and completion of calls to the Number.

i. 1800BITCOIN shall have the option during the term of this Agreement periodically to request in a commercially reasonable manner that calls to the Number ring at distinct telephone numbers or be routed to distinct call centers based on the geographic location of the caller, telephone number of the caller, day of week, time of day, cost of completing the call, call center capacity, or other any other commercially reasonable factor(s). [redacted] shall coordinate with the relevant TFN Service Providers to implement and promptly fulfill 1800BITCOIN's routing requests, and in all cases shall instruct the relevant TFN Service Provider regarding such request within seven days of receiving the request from 1800BITCOIN. Notwithstanding anything in the foregoing to the contrary, [redacted] shall have no liability to 1800BITCOIN if the relevant TFN Service Provider is unable or unwilling to fulfill such request, provided that [redacted] exercises commercially reasonable efforts to accommodate such requests.

c. In the event that 1800BITCOIN presents to [redacted] one or more alternative TFN Service Providers from which it has an offer that would materially lower the Monthly Expense Fee payable by 1800BITCOIN for its use of the Number or provide 1800BITCOIN with services that it believes will better fulfill its business objectives, [redacted] shall evaluate the offer in good faith, and use commercially reasonable efforts to either coordinate with 1800BITCOIN in negotiating with [redacted] current TFN Service Provider to meet the terms of such offer, or alternatively transfer the Number to the proposed TFN Service Provider that can fulfill 1800BITCOIN's business objectives, provided that 1800BITCOIN shall bear all costs and expenses associated with such transfer, including such additional fee payable to [redacted] related to such transfer to which the Parties may agree related to [redacted] costs associated with such transfer; *provided that,* [redacted] shall have no liability for any loss of service or service interruption to 1800BITCOIN in connection with the transfer of the Number to a new TFN Service Provider, and 1800BITCOIN waives any claim against [redacted] related to such loss of service or service interruption, *provided that* [redacted] provides commercially reasonable notice of such transfer of the Number and takes commercially reasonable steps available to it as the subscriber of record to Number to minimize the impact of any loss of service or service interruption on 1800BITCOIN's business. 1800BITCOIN shall also take commercially reasonable steps to actively participate and coordinate with [redacted] to avoid and minimize the impact of any loss of service or service interruption on 1800BITCOIN's business arising out of the transfer of the Number to a new TFN Service Provider.

d. To the extent available from its TFN Service Provider and at 1800BITCOIN's sole cost and expense, provide 1800BITCOIN with a monthly report that details the number of calls placed and received at the Number and the destination phone number (by zip or area code) where each call is routed and such other call information as reasonably requested by 1800BITCOIN, subject to 1800BITCOIN's payment of any Monthly Expense Fees associated with the provision of such report.

e. Keep 1800BITCOIN reasonably apprised of its material communications with TFN Service Providers material to 1800BITCOIN's use of the Number and [redacted] performance under the Agreement, and upon 1800BITCOIN's reasonable request, promptly share with 1800BITCOIN copies of such communications.

7. REPRESENTATIONS AND WARRANTIES

a. [redacted] represents and warrants, as of the date hereof that it is the subscriber of record to the number and that it is authorized under its agreements with its TFN Service Provider(s) relating to the Number to perform the Services set forth herein including providing 1800BITCOIN with the exclusive right to receive all call traffic to the Number. If [redacted] is required to obtain the consent of its TFN Service Provider(s), or any other third-party to provide the Services, it represents and warrants that it has obtained such consent, or it shall notify 1800BITCOIN within five (5) days of the Effective Date of the consent that is required and which remains to be obtained. In such case, [redacted] shall promptly seek consent from the relevant TFN Service Provider(s) ("Service Provider Consent"), and advise 1800BITCOIN of the date on which such consent is obtained (the "Service Provider Consent Date"). If Service Provider Consent is not obtained by [redacted] within 30 days of the Effective Date, [redacted] shall use its commercially reasonable best efforts to transfer the Number to a different Service Provider whose consent to [redacted] provision of the Services is not required or has been obtained, provided that 1800BITCOIN shall bear all costs and expenses, as incurred, associated with such transfer. At [redacted] request, 1800BITCOIN will use commercially reasonable best efforts to help facilitate the transfer of the Number to a different Service Provider. In the event that Service Provider Consent is not obtained or successful transfer to a new TFN Service is not completed within 120 days of the

Effective Date, either Party may terminate this agreement upon written notice without liability to the other.

b. [redacted] represents and warrants that the TFN Service Provider contract it has provided to 1800BITCOIN is a true and accurate reflection of all of [redacted] contracts with all relevant TFN Service Providers relating to its current use of the Number, and that the example of the call records and charges for the Number that it provided to 1800BITCOIN is a true and correct reflection of such call record and charges that it obtained from its TFN Service Provider.

c. Each Party represents and warrants to the other that (a) it is a limited liability company duly organized and in good standing under the laws of the jurisdiction of its organization; (b) its execution and delivery of this Agreement, and the performance of its obligations hereunder, have been duly authorized by all requisite action; (c) it has duly executed and delivered this Agreement; (d) this Agreement constitutes its valid and binding agreement, enforceable against such Party in accordance with its terms; (e) its execution and delivery of this Agreement, and the performance of its obligations hereunder, do not and will not (i) violate or conflict with, or result in a breach or default under, (ii) entitle any Person to modify, accelerate or terminate any rights, remedies or other provisions of, or (iii) require the consent or approval of, or any notice to or filing with, any Person under, (x) the governing documents of such Party, (y) any law, rule, regulation, order, judgment or decree to which such Party or its assets are subject or (z) except as otherwise provided hereunder, any instrument, agreement, arrangement or understanding by which such Party is bound; and (f) there are no actions, claims or other proceedings pending or, to the knowledge of such Party, threatened against such Party that seek to delay or enjoin the transactions contemplated hereby.

8. TERM AND TERMINATION

a. The Agreement shall commence on the Effective Date and remain in force for a term of five (5) years (the "Initial Term"), unless the Agreement is terminated, renewed, or otherwise altered in accordance with its provisions. At the conclusion of the Initial Term, and the conclusion of each successive term thereafter (each, a "Successive Term"), if [redacted] remains the subscriber of record for the Number, 1800BITCOIN shall have the option to renew the Agreement for an additional five-year term on the same terms and conditions, provided that the Initial Fee shall be adjusted for inflation and payable within ten (10) days of the commencement of the second Successive Term. For the avoidance of doubt, no Initial Fee shall be due in connection with the first Successive Term, or third Successive Term. After three Successive Terms, the Agreement shall terminate and 1800BITCOIN and 1800BITCOIN will not have the option to renew the Agreement for a fourth Successive Term. Nothing in the provision shall prevent the Parties from mutually agreeing to enter into a new agreement after the completion of the third Successive Term.

b. Either Party may terminate the Agreement with five (5) days notice in the event that a citation, notice of apparent liability, forfeiture order, or other adverse order is issued by the Federal Communications Commission in connection with an enforcement action relating to the Number or this Agreement or the Parties' performance thereunder.

c. [redacted] may terminate the agreement by providing written notice to 1800BITCOIN in the event that (i) [redacted] is no longer the subscriber of record for the Number, provided that if such circumstance arises from a Party's breach of this Agreement, such termination of the Agreement is without prejudice to the non-breaching Party's rights to pursue its remedies for breach available under the Agreement and applicable law; (ii) the Number is subleased by 1800BITCOIN without the prior written consent of [redacted]; (iii) there is a sale or change of control of 1800BITCOIN, unless notice of the proposed sale or change of control is provided to [redacted], and [redacted] provides its prior written consent to such proposed sale or change of control, which shall not be unreasonably withheld; or (iv) 1800BITCOIN is in default and in breach of this Agreement under Section 5(a) or Section 5(e).

d. Notwithstanding any other provision, 1800BITCOIN may terminate the Agreement at any time by providing written notice of the termination date provided that any termination date so specified shall be at least thirty (30) days after the notice of termination.

e. Notwithstanding any other provision, the Parties may terminate the Agreement at any time upon express written agreement.

f. For the avoidance of doubt, in the event of termination of the Agreement under this Section 8, [redacted] shall have no liability to 1800BITCOIN for any amounts previously paid under the Agreement, subject to 1800BITCOIN's breach rights under Section 8(c)(i) regarding [redacted] status as subscriber of record.

9. **EVENTS OF DEFAULT AND REMEDIES**. In the event that any representation or warranty made or deemed made by either Party in this Agreement shall have been untrue in any material respect when made or deemed to have been made or either Party shall fail to perform or observe in any material respect any covenant or promise made or deemed made in this Agreement or either Party shall admit to the other its inability to, or its intention not to, perform or observe in any material respect any of its obligations hereunder (each, an "Event of Default"), then:

a. The nondefaulting Party may, at its option, declare an Event of Default to have occurred, in which case the nondefaulting Party shall have and may exercise, in addition to the remedies provided by this section, any remedies otherwise available to it under any other agreement or applicable law. Notwithstanding the foregoing

i. As set forth in Section 10, any interruption, delay, or failure to perform under this Agreement when such interruption, delay, or failure results from a Force Majeure Event, shall not constitute an Event of Default.

ii. For any breach of [redacted] performance of its obligations under the Agreement as the subscriber of record relating to the routing of calls to the Number, [redacted] shall have a reasonable opportunity to cure before such breach shall give rise to an Event of Default hereunder, other than for a breach arising from [redacted] intentional and willful misconduct.

b. In the Event of Default, the defaulting Party shall be liable to the non-defaulting Party for losses and damages arising from the defaulting Party's breach of this Agreement, other than those losses and damages that are partly caused from the non-breaching Party's gross negligence. Notwithstanding the foregoing, neither Party shall be liable to the other for any special, incidental, punitive or consequential damages arising out of a breach of this Agreement, including for lost profits arising from or relating to any breach of the Agreement, except as specifically identified in Sections 9(c) and 9(d) below.

c. Notwithstanding Section 9(b), in the event of any breach of [redacted] performance of its obligations under the Agreement relating to [redacted] required status as subscriber of record, including but not limited to such a breach that results in a failure to provide 1800BITCOIN with the exclusive right to receive all call traffic to the Number for use in 1800BITCOIN's business and marketing efforts, which gives rise to an Event of Default, where such breach is caused by the negligence, mistake, or unintentional omission of [redacted], the liquidated and only damages shall be the lessor of fees paid to [redacted] (including the Initial Fee and any Monthly Service Fees) or $500,000. The Parties agree that such liquidated damages are a reasonable estimate of the anticipated or actual harm that may result from [redacted] aforementioned event of default, because such defaults may cause reputational harm to 1800BITCOIN, interfere with its marketing efforts and ongoing business operations and relationships with existing and potential customers and the investments it has made to develop its brand and image. The Parties also recognize the difficulty of accurately proving such damages or determining a precise estimate of those damages as of the Effective Date. As such, the damages are intended as compensation, and not a penalty.

d. Notwithstanding Section 9(b), in the event of any breach of [redacted] performance of its obligations under the Agreement relating to [redacted] required status as subscriber of record during the pendency of this Agreement including but not limited to a failure to provide 1800BITCOIN with the exclusive right to receive all call traffic to the Number for use in 1800BITCOIN's business and marketing efforts, and such failure is knowing and intentional, [redacted] shall be liable to 1800BITCOIN for any damages generally allowed by law, including lost profits or any special, incidental, punitive or consequential damages arising from the breach to the extent such damages are warranted and allowed by law.

e. If the provisions set forth in Sections 9(c) or 9(d) are found to be illegal or unenforceable in any action relating to this Agreement, such invalidity, illegality or unenforceability shall not limit the remedies 1800BITCOIN may seek nor limit [redacted] liability to the liquidated damages amounts specified herein.

f. Nothing in this Section 9 shall limit 1800BITCOIN's right to seek injunctive relief, specific performance or other equitable relief in addition to monetary damages, hereunder.

10. **FORCE MAJEURE**. [redacted] shall not be liable for any interruption, delay, or failure to perform under this Agreement when such interruption, delay, or failure results from any consequence, direct or indirect, of any Force Majeure Event. In the event of a Force Majeure Event, [redacted] obligations hereunder shall be postponed for such time as its performance is suspended or delayed by the Force Majeure Event. [redacted] shall promptly notify 1800BITCOIN in writing upon learning of the occurrence of a Force Majeure Event. Upon the cessation of the Force Majeure Event, [redacted] will use best efforts to resume the performance of its obligations as soon thereafter as practicable and the Monthly Service Fee for the applicable month or months shall be prorated accordingly. "Force Majeure Event" means any enemy or hostile action, sabotage, act of terrorism, war, blockade, embargo, strike or other labor disturbance, insurrection, riot, epidemic, flood, tornado, earthquake, nuclear or radiation activity or fallout, explosion, fire, other casualty affecting [redacted] ability to perform its obligations under the Agreement including nonfeasance or malfeasance on the part of its telephone service provider or Responsible Organization.

11. **INDEMNIFICATION OF [redacted] BY 1800BITCOIN.**

a. 1800BITCOIN shall indemnify [redacted] from damages, liabilities, losses, costs, and expenses (including reasonable attorney's fees and reasonable internal costs), as incurred, arising out of any and all litigation, claims, action, or complaints brought by third-parties against [redacted] relating to the Agreement, the Parties' performance of their obligations thereunder, or 1800BITCOIN's marketing and business activities related to the Number, *provided that* [redacted] is not in material breach of the Agreement, that it cooperates with 1800BITCOIN in responding to each litigation, claim, action, or complaint.

b. 1800BITCOIN shall indemnify [redacted] from damages, liabilities, losses, costs and expenses (including (including reasonable attorney's fees and reasonable internal costs), as incurred, arising out of any and all inquiries, litigation, claims, actions, or complaints brought by the Federal Communications Commission (each, an "FCC enforcement action") against [redacted] relating to the Agreement, the Parties' performance of their obligations thereunder, or 1800BITCOIN's marketing and business activities related to the Number, *provided that* [redacted] is not in material breach of the Agreement, it cooperates with 1800BITCOIN in responding to each inquiry, litigation, claim, action, or complaint up to and until termination by either Party in accordance with Section 8(b). For purposes of this Agreement, the term "FCC" includes the Federal Communications Commission and any delegated authority thereof.

12. **ADDITIONAL COVENANTS AND AGREEMENTS.**

a. The Parties mutually agree and covenant that they will not assert any claim or defense, whether in a civil action, arbitration, or otherwise, that the Agreement or the

Parties' performance of their obligations thereunder, violate, or are void based on alleged failure to comply with the rules, regulations, and orders of the FCC (the "FCC Rules"), and each waives any such claim or defense.

b. Subject to [redacted] obligations set forth in this Agreement, 1800BITCOIN shall be exclusively responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Number.

c. 1800BITCOIN covenants that it shall not sublease service to the Number without the prior written consent of [redacted].

d. 1800BITCOIN (i) waives all claims, and [redacted] makes no warranty related to the delivery of calls and successful completion of calls to the Number. Provided that [redacted] is in compliance with its obligations under the Agreement, [redacted] disclaims all liability for any claims related to the delivery of calls and successful completion of calls to the Number and 1800BITCOIN waives all such claims.

e. In the event of a change in the FCC Rules that [redacted] believes in its reasonable judgement would allow sale of the Number by [redacted], [redacted] may, at the conclusion of the Initial Term or a Successive Term, terminate the Agreement and enter into a sale agreement for the Number to a third party, provided that 1800BITCOIN is provided 6 months' prior notice of a proposed sale and shall have a right of first refusal on the same terms and conditions as the proposed sale to the third party, subject to the $100,000 credit set forth below. For any proposed sale that would have occurred at the conclusion of the Initial Term, 1800BITCOIN will be credited with $100,000 to be applied to its bid and its exercise of its right of first refusal. For the avoidance of doubt, no such credit will be provided for a proposed sale that would have occurred at the end of a Successive Term or in the event of any proposed sale that is concluded with the third party.

f. 1800BITCOIN shall take no action interfering with [redacted] being the subscriber of record for the Number or that would seek or support reassignment of the number from [redacted] to 1800BITCOIN or to a third party, and shall cooperate with [redacted] in the defense of any proceeding or action that seeks such reassignment.

13. **GOVERNING LAW, JURISDICTION, AND VENUE; ARBITRATION.**

a. This Agreement shall 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 jurisdiction other than those of the State of Delaware.

b. Any legal suit, action or proceeding arising out of or related to this Agreement, or the matters contemplated hereunder, other than a dispute related to the payment of fees under Section 5 of the Agreement, shall be instituted exclusively in the federal courts of the United States or the courts of the State of Delaware, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and waives any objection based on improper venue or *forum non conveniens*. Service of process, summons, notice or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.

c. In the event of any dispute between the Parties involving the payment of a fee under Section 5 of the Agreement, or any breach thereof, such dispute may be settled by and through an arbitration proceeding to be administered by the American Arbitration Association (or any like organization successor thereto) in Wilmington, Delaware, in accordance with the American Arbitration Association's Commercial Arbitration Rules. Each of the parties to this Agreement hereby agrees and consents to such venue and waives any objection thereto. Any such arbitration proceeding shall be conducted in as expedited a manner as is then permitted by the commercial arbitration rules (formal or informal) of the American Arbitration Association and shall be conducted by one (1) arbitrator selected in accordance with the AAA Commercial Arbitration Rules. Both the foregoing agreement of the parties to this Agreement to arbitrate any and all such disputes, claims and controversies and the results, determinations, findings, judgments and/or awards rendered through any such arbitration shall be final and binding on the parties hereto and may be specifically enforced by legal proceedings. Notwithstanding any provision of this Agreement relating to which state laws govern this Agreement, all issues relating to arbitrability or the enforcement of the agreement to arbitrate contained herein shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) and the federal common law of arbitration.

14. **NOTICES.** All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by a Party from time to time in accordance with this Section).

15. **ENTIRE AGREEMENT.** This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto.

16. **SEVERABILITY.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect

any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

17. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

18. **NEFOTIATED TRANSACTION.** The provisions of this Agreement were negotiated by the Parties hereto, and this Agreement shall be deemed to have been drafted by each of the Parties hereto.

19. **ASSIGNMENT.** Neither Party may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

20. **CONFIDENTIALITY.** Neither this Agreement nor its terms and provisions shall be disclosed by either Party to any person or entity who is not a party to this Agreement. Notwithstanding the foregoing sentence, this Section 17 shall not preclude either Party from disclosing this Agreement or its terms and provisions: (a) to the employees, accountants and attorneys of a Party, who have a need to know such information, provided that each such recipient agrees in advance to abide by the terms of this Section 17; (b) for the limited purpose of enforcing the terms of the Agreement or resolving a dispute arising under the terms of this Agreement; or (c) as may be required by applicable law or regulation or by order of a governmental body of competent jurisdiction; provided that, prior to any such disclosure under this subsection (c), *(i)* the disclosing Party shall promptly notify the other Party in writing prior to making such disclosure in order to afford the non-disclosing Party an opportunity to seek a protective order or other appropriate remedy to prevent public disclosure, *(ii)* the disclosing Party shall cooperate with the non-disclosing Party in seeking to obtain such an order or other remedy, and *(iii)* if the non-disclosing Party is not successful in obtaining such protective order or other remedy preventing or limiting the required disclosure, the disclosing Party shall disclose this Agreement or its terms and provisions only to the minimum extent required by such law, regulation or order.

21. **WAIVERS**.

a. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expresslyidentified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. For the avoidance of doubt, this Section 21(a) shall not apply to any waiver specifically set forth in this Agreement.

b. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiverthereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

22. **HEADINGS.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

23. **GUARANTY OF SPECIFIC INDEMNIFICATION OBLIGATIONS**. Guarantors, Immutable Holdings Inc. and Jordan Fried, guarantee to [redacted] the payment and performance of the obligations set forth in Section 11(a) and (b) of this Agreement, and shall be jointly and severally liable to [redacted] for such payments and performance set forth in Section 11(a) and (b) of this Agreement. Immutable Holdings Inc. and Jordan Fried shall pay [redacted] upon written demand, if 1800BITCOIN fails to make payment or perform its obligations under Section 11(a) and Section 11(b) of the Agreement. This Guarantee has been duly authorized and executed by Immutable Holdings Inc. and Jordan Fried and constitutes a legal, valid and binding obligation of each, enforceable in accordance with its terms.

[SIGNATURE PAGE FOLLOWS]

AGREED TO:

1800BITCOIN LLC

By______________________

Name: Kyle Armour

Title: Chief Operating Officer, 1800BITCOIN LLC

Date: 7/30/2021

[redacted]

By______________________

Name: [redacted]

Title: [redacted]

Date:

As to the Guaranty Provision Set Forth in Section 23:

Immutable Holdings Inc.

By______________________

Name: Jordan Fried

Title: Chief Executive Officer, 1800BITCOIN LLC

Date: 7/30/2021

Jordan Fried, in his personal capacity

By______________________

Name: Jordan Fried

Date: 7/30/2021

AGREED TO:

1800BITCOIN LLC

By________________________
Name: Kyle Armour
Title: Chief Operating Officer, 1800BITCOIN LLC
Date:

[redacted]

By__[redacted]
Name: [redacted]
Title: [redacted]
Date:

As to the Guaranty Provision Set Forth in Section 23:

Immutable Holdings Inc.

By________________________
Name: Jordan Fried
Title: Chief Executive Officer, 1800BITCOIN LLC
Date:

Jordan Fried, in his personal capacity

By________________________
Name: Jordan Fried
Date: