

HOSTING AGREEMENT

This Hosting Agreement is entered into as of the Effective Date between and among J&J Arch Holdings LLC (“J&J Arch Holdings”) and Customer (defined below) (each a “Party” and collectively the “Parties”).

WHEREAS, J&J Arch Holdings desires to sell and Customer desires to purchase certain Hosting and Monitoring, as defined below, whereby Customer’s mining equipment shall be installed into J&J Arch Holdings’s data centers;

WHEREAS, the Parties desire to set forth their respective rights and obligations to one another in this Agreement;

NOW THEREFORE, for the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows.

Article 1 INCORPORATION AND DEFINITIONS

1.1 The above recitals are incorporated as if fully set forth herein.

1.2 As used in this Agreement, the following capitalized terms shall have the following meaning:

A. **Agreement** means this Hosting Agreement, including Schedule A.

B. **Customer** means the person or entity identified as the customer in the signature block below.

C. **Customer Equipment** means all tangible items provided by Customer to J&J Arch Holdings for use in connection with cryptocurrency mining in a data center, including all mining equipment.

D. **Effective Date** means the date this Agreement is executed by both parties, as reflected in the signature block below.

E. **Schedule A** refers to the Schedule A attached hereto.

Article 2 HOSTING AND PAYMENT

2.1 **Hosting.** J&J Arch Holdings will install Customer Equipment within its data centers and provide internet access to allow the Customer Equipment to mine cryptocurrency (“Hosting”). Any cryptocurrency generated by the Customer Equipment is deposited directly into the Customer’s wallet and is the sole responsibility of Customer. Customer is responsible for managing its wallet and ensuring that any cryptocurrency mined by the Customer Equipment is properly accounted for.

2.2 Monitoring. In addition to Hosting, J&J Arch Holdings will monitor and manage the Customer Equipment, including hands-on technical support which will provide regular updates to firmware, testing, and routine maintenance. In the event that Customer Equipment requires repair, J&J Arch Holdings will send the equipment to an approved repair facility, which in the case of equipment that is under warranty, shall be an approved warranty repair facility (collectively “Monitoring”). All repair costs shall be paid by the Customer in addition to any other amounts due under this Agreement.

2.3 Uptime. J&J Arch Holdings makes no guaranty, promise, or warranty regarding uptime, continuity of internet services, amount of power delivered to the Customer Equipment, hash rate, or that the Customer Equipment will successfully generate cryptocurrency. J&J Arch Holdings will use commercially reasonable efforts to provide a stable hosting environment for the Customer Equipment.

2.4 Price. Unless otherwise set forth in Schedule A, pricing and payment shall be as set forth in this Section. Customer shall pay the Monthly Price, set forth in the attached Schedule A, at the beginning of each month. The first month’s payment is due upon the execution of this Agreement and will be prorated based on the number of days left in the calendar month in which this Agreement is executed. Any amounts due hereunder that remain unpaid for three (3) days or more shall be payable on demand together with interest computed from the date payment was due at a rate of nine percent per annum (9%) or the maximum rate allowable by law, whichever is greater.

2.5 Taxes. Customer is responsible for all taxes in connection with the Customer Equipment and with the mining of cryptocurrency, including any taxes that may be assessed in the future. In the event that J&J Arch Holdings pays or is required to pay any such taxes, Customer hereby agrees to indemnify and fully reimburse J&J Arch Holdings for all costs and expenses, including attorneys’ fees, incurred in connection with such taxes, including any amount of taxes paid by J&J Arch Holdings.

2.6 Compliance. Customer will comply with J&J Arch Holdings’s instructions, policies, and procedures regarding Hosting, Monitoring, and receipt of Customer Equipment, including the Receipt of Equipment Policy. Customer’s failure to comply with any of the foregoing is a material breach of this Agreement.

2.7 Storage Fee. Customer is responsible to pay for all transportation and shipping costs associated with the return of the Customer Equipment. Customer and J&J Arch Holdings shall arrange for a mutually agreeable pickup time and location. If Customer fails to pick up its Customer Equipment, Customer shall pay the Storage Fee, each month, as set forth in Schedule A.

Article 3 DEFAULT

3.1 J&J Arch Holdings shall have the following remedies upon an Event of Default.

These remedies are not exclusive and are cumulative in addition to any remedies available to J&J Arch Holdings:

- A. Uninstall, disconnect, and/or turn-off the Customer Equipment;
- B. If the Event of Default is a failure to pay, use the Customer Equipment to mine cryptocurrency for the benefit of J&J Arch Holdings until such amounts due, including interest, and the next month's Monthly Price are paid;
- C. Require Customer to make quarterly, instead of monthly, payments, in advance.
- D. Terminate this Agreement immediately by giving written notice of termination to Customer at which time J&J Arch Holdings shall have the right to recover from Customer:
 - (1) any amounts then overdue, plus interest thereon in accordance with this Agreement;
 - (2) the value of the remaining amount of the contract price (calculated by multiplying the monthly price times the remaining months in the Initial Term or Renewal Term, as applicable); and
 - (3) any other amount, including, without limitation, attorneys' fees and courts costs, necessary to compensate J&J Arch Holdings for all detriment proximately caused by the Event of Default, as well as any other damages of whatever kind or nature, direct or indirect, suffered or incurred by J&J Arch Holdings caused or occasioned by or resulting from the occurrence of an Event of Default.

3.2 The occurrence of any of the following shall constitute an Event of Default:

- A. Customer's failure to pay any amount when due under this Agreement provided that such amount remains unpaid for a period of three (3) days or more;
- B. Customer's uncured breach of any provision of this Agreement, other than the failure to pay any amount when due under this Agreement, provided that J&J Arch Holdings informs Customer of the breach in writing and Customer is afforded at least thirty (30) days to cure such breach;
- C. Customer's insolvency, bankruptcy, general assignment for the benefit of Customer's creditors, liquidation, dissolution, appointment of a receiver or similar arrangement

3.3 Pursuit of any of the foregoing remedies does not constitute an election of remedies nor preclude pursuit of any other remedy available to J&J Arch Holdings. Nor does

forbearance to enforce one or more of the remedies set forth herein constitute a waiver of the right to exercise such remedy at a later date.

Article 4 WARRANTIES

4.1 Customer represents and warrants as follows:

- A. The Customer Equipment is in good, working order;
- B. Customer owns the Customer Equipment and that the Customer Equipment is capable of being installed in J&J Arch Holdings's data centers and is free from defects including without limitation malware, spyware, viruses, and trojan horses;
- C. Customer has the authority to enter into this Agreement and entering into this Agreement and performing hereunder will not breach or violate any other legal obligation of Customer;
- D. Customer is and will remain in compliance with all applicable laws throughout the term of this Agreement; and
- E. The individual identified in the signature block below has the authority to enter into this Agreement, including the power and authority to bind Customer to the terms and conditions set forth herein.

4.2 J&J Arch Holdings represents and warrants as follows:

- A. J&J Arch Holdings has the authority to enter into this Agreement and entering into this Agreement and performing hereunder will not breach or violate any other legal obligation of J&J Arch Holdings; and
- B. The individual identified in the signature block below has the authority to enter into this Agreement, including the power and authority to bind Customer to the terms and conditions set forth herein.

4.3 J&J Arch Holdings makes no warranties of any kind except those expressly set forth in Section 4.2 above. EXCEPT FOR THOSE SET FORTH IN SECTION 4.2, J&J Arch Holdings HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

Article 5 TERM AND TERMINATION

5.1 Initial Term. The initial term of this Agreement shall commence upon the Effective Date and continue for a period of one year ("Initial Term") unless otherwise terminated in accordance with this Article 5.

5.2 Automatic Renewal. At the conclusion of the Initial Term and each subsequent

Renewal Term, as the case may be, this Agreement shall automatically renew for successive one-year terms (each a “Renewal Term”) unless either Party provides the other Party ninety (90) days advanced written notice of non-renewal prior to the expiration of the Initial Term or any Renewal Term, as applicable.

5.3 Termination. This Agreement may be terminated only in accordance with this Section as follows:

A. J&J Arch Holdings may terminate this Agreement at any time for any reason upon written notice to Customer.

B. Customer may terminate this Agreement for any reason upon ninety (90) days advanced written notice to J&J Arch Holdings, such termination becoming effective on the ninetieth day following written notice of termination.

C. Either Party may terminate this Agreement upon the other Party’s failure to cure a material breach of this Agreement provided that i) the non-breaching party provides the breaching party written notice of the material breach with sufficient detail to allow the breach to be cured and ii) allows the claimed breaching party at least thirty (30) days to cure the claimed breach. Termination pursuant to this Section 5.3.C shall become effective on the thirtieth day following written notice if the material breach remains uncured.

5.4 Upon termination of this Agreement, J&J Arch Holdings shall have no further obligation to Customer except to return the Customer Equipment in accordance with this Agreement.

Article 6 SECURITY INTEREST

6.1 Without prejudice to J&J Arch Holdings’s rights and remedies set forth in in this Agreement or available at law, equity, or otherwise, Customer hereby grants to J&J Arch Holdings a security interest in all Customer Equipment and any proceeds therefrom (including accounts receivable). Customer shall sign and deliver to J&J Arch Holdings all reasonable and necessary documentation to perfect this security interest and shall cooperate with J&J Arch Holdings in perfecting such interest.

Article 7 CONFIDENTIALITY

7.1 Customer agrees that any non-public technical or business information that is disclosed to Customer by or on behalf of J&J Arch Holdings in connection with this Agreement, Hosting, or Monitoring, whether orally or in writing, whether disclosed before or after the Effective Date, (hereinafter “Confidential Information”) is to be treated as confidential and proprietary. Confidential Information shall also include the existence of this Agreement and the transactions contemplated herein, any non-public information that is designated by J&J Arch

Holdings as confidential, that Customer understands to be confidential, or that a reasonable person would understand to be confidential.

7.2 Customer shall maintain the Confidential Information in strict confidence and not use or disclose it for any purpose except as expressly permitted by this Article 7.

7.3 Customer will not use Confidential Information for any purpose whatsoever, except as necessary to perform its obligations under this Agreement. Customer shall limit access to Confidential Information to those of its employees who have a need to know such information for purposes of this Agreement provided that (i) the employees are bound by confidentiality obligations at least as stringent as those set forth herein and (ii) Customer shall be liable for any act or omission by such employee that would constitute a breach of this Article 7 if such act or omission had been caused by Customer itself.

7.4 Customer may disclose Confidential Information as required by law or government process (including a subpoena) provided that Customer (i) provides advanced written notice, unless such notice is expressly prohibited by law, to J&J Arch Holdings prior to disclosure sufficient to allow J&J Arch Holdings to seek protection from such disclosure and (ii) reasonably cooperates with J&J Arch Holdings in minimizing the extent of such disclosure. In any event, Customer shall disclose only that Confidential Information that is strictly required to be disclosed and such information shall remain protected as Confidential Information in accordance with this Agreement despite any disclosure pursuant to this Section.

7.5 Customer shall use the same standard of care to protect Confidential Information as it uses to protect its own information of similar nature and importance, and in any event, no less than a reasonable standard of care.

7.6 Upon termination of this Agreement or request of J&J Arch Holdings, Customer shall return or destroy all Confidential Information in its care, custody, possession or control (including any and all copies thereof) and shall certify its compliance with this Section in writing within seven (7) days of such return or destruction.

7.7 Customer acknowledges and agrees that in the event of an actual or threatened breach of this Article 7, that money damages may not be a sufficient remedy and in any event would be difficult to calculate and therefore, J&J Arch Holdings may, in addition to any other remedies available to it whether under law, equity or otherwise, seek injunctive relief without the necessity of posting bond or surety.

7.8 Notwithstanding anything to the contrary in this Agreement, Confidential Information shall not include information that (i) is publicly available, (ii) was in the possession of Customer prior to its relationship with J&J Arch Holdings, or (iii) is independently developed by Customer without reliance on or reference to Confidential Information.

7.9 The obligations to protect Confidential Information as set forth in this Article 7 shall remain in place during the term of this Agreement and for a period of five (5) years

thereafter or for so long as Customer retains possession of Confidential Information, whichever is longer, provided that Confidential Information that is a trade secret shall remain protected for so long as such information remains a trade secret.

Article 8 INSURANCE

8.1 Customer shall, at its own cost and expense, procure and maintain in effect at all time during this term of this Agreement, insurance policies in accordance with this Article 8 and sufficient to cover liability and losses arising out of the Customer Equipment, including but not limited to any liability, damage, or losses suffered by J&J Arch Holdings arising out of or related to the Customer Equipment, as well as Customer's obligations under this Agreement.

8.2 All policies must name J&J Arch Holdings as an additional insured, have policy limits of at least \$1,000,000 (which may be achieved through primary and umbrella policies), and, to the maximum extent permitted by law, be endorsed to waive all rights of subrogation against J&J Arch Holdings.

8.3 Customer is responsible for and shall pay all premiums and deductibles associated with the insurance required by this Article 8 and shall provide J&J Arch Holdings with certificates of insurance along with required endorsement and other documentation reasonably necessary to ensure compliance with these insurance requirements, upon request. Customer shall at all times comply with its obligations under the insurance policies and shall cooperate with the insurer and J&J Arch Holdings in the event of an actual or potential claim.

8.4 J&J Arch Holdings does not represent that coverage and limits required by this Article 8 will be adequate to protect Customer and such coverage and limits shall not be deemed as a limitation on Customer's liability under other provisions of this Agreement. Nothing in this Article 8 is intended to nor should be construed as limiting Customer's obligations set forth in Article 7 which are separate and independent obligations of Customer.

Article 9 RISK ALLOCATION

9.1 Indemnity. Customer shall release, protect, Defend, indemnify and hold harmless the Epoch Group from and against all Claims/Losses arising out of or related to, whether directly or indirectly, (i) any act or omission of Customer (including any person acting or refusing to act on its behalf), including without limitation Customer's breach of this Agreement, or (ii) the Customer Equipment, including without limitation any mining or operations associated with it and any damage to persons or property caused by, resulting from, or occasioned by the Customer Equipment, and in either case (i) or (ii) regardless of whether such Claim/Loss is contributed to, occasioned by, or the result of the joint or concurrent Negligence/Fault of the person or entity seeking the benefit of this provision.

A. As used in this Article 9, the term "Claim/Loss" or "Claims/Losses" means all claims and losses of all kinds and descriptions regardless of how such claims

and/or losses may be characterized including, without limitation, damages of all kinds and descriptions, liabilities, liens, privileges, and other encumbrances, causes of action, obligations, judgments, interests, costs, expenses, and awards whether created by law, contract, tort, arbitration, voluntary settlement (to the extent authorized by the Customer).

B. As used in this Article 9, the term “Defend” includes the obligation to pay reasonable attorneys’ fees, court costs, expert fees, and other reasonable costs incurred in connection with defending against a Claim/Loss.

C. As used in this Article 9, the term “Epoch Group” includes Epoch Mines, LLC, its affiliates, subsidiaries, including but not limited to J&J Arch Holdings, and each of their respective directors, officers, owners, investors, employees, agents, contractors, and representatives. For the avoidance of doubt, Epoch Group does not include Customer.

D. As used in this Article 9, the term “Negligence/Fault” includes negligence, strict liability, premises liability, liability for defective equipment, breach of statutory duty, breach of contractual duty, but does not include intentional or willful conduct.

E. J&J Arch Holdings will promptly give notice to Customer in writing upon actual knowledge of any Claim/Loss. Notwithstanding the foregoing, lack of prompt notice shall not be a defense except to the extent Customer has suffered actual prejudice as a result of such lack of prompt notice. J&J Arch Holdings shall confer with Customer concerning the Defense of any Claim/Loss. In the event that Customer and/or its insurer has assumed the full Defense of the Claim/Loss without reservation or qualification of any kind, the Customer and/or its insurer shall retain full control over the Defense. If the Customer or its insurer has assumed the Defense with reservation or qualification, J&J Arch Holdings shall have the right to select counsel of its choosing, at the expense of Customer. All Parties agree to cooperate in the Defense of any Claim/Loss.

F. Notwithstanding any provision of this Agreement to the contrary, neither Party shall settle or compromise any Claim/Loss without having obtained the prior written consent of the other Party.

G. Customer shall support its obligations in this Article 9 with the insurance as required by Article 8. Unless otherwise mandated by applicable law, all obligations set out in this Article 9 shall be without monetary limit, are independent of any insurance requirements and such indemnity obligations shall not be limited by any insurance requirements nor shall they be lessened by reason of Customer’s failure to obtain the required insurance covered or by any defenses asserted by Customer’s insurers.

9.2 Limitation of Liability. In no event shall J&J Arch Holdings be liable to Customer for any loss of use, production, revenue, or profit, or for any consequential, indirect, incidental, special, exemplary, or punitive damages, whether arising out of breach of contract, tort

(including J&J Arch Holdings's own negligence) or otherwise, regardless of whether such damages were foreseeable and whether or not Customer has been advised of the possibility of such damages, and notwithstanding the failure of any agreed or other remedy of its essential purpose; Customer hereby waives any Claims/Losses with respect to such damages. To the extent permitted by law, any statutory remedies that are inconsistent with this Section are waived.

9.3 Damages Cap. IN NO EVENT SHALL J&J Arch Holdings'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING J&J Arch Holdings'S OWN NEGLIGENCE) OR OTHERWISE, EXCEED AN AMOUNT EQUAL TO THREE (3) MONTHS OF ALL PAYMENTS MADE TO J&J Arch Holdings.

9.4 Assumption of Risk. Customer understands and acknowledges that the business of cryptocurrency mining poses certain risks and that returns are not guaranteed. Customer hereby waives any Claims/Losses for damages to Customer Equipment, even if caused by the Negligence/Fault of any member of the Epoch Group. Any rewards associated with mining activities involving the Customer Equipment come directly from the pool and J&J Arch Holdings is not responsible for any pool fees. Customer is solely responsible for such fees and expenses.

Article 10 MISCELLANEOUS

10.1 Entire Agreement. This Agreement, together with the documents referenced herein, is the entire agreement between the Parties regarding the subject matter hereof and supersedes and replaces any and all prior and contemporaneous agreements, representations, and promises between or among the Parties. Neither Party is relying on any statement, representation, or warranty except those expressly set forth in this Agreement. In the event of a conflict or inconsistency between the provisions of the body of this Agreement and any Schedule or document referenced herein, the provisions of the body of this Agreement shall control.

10.2 Choice of Law. This Agreement, including performance hereunder, are governed by the laws of the State of Illinois, irrespective of its conflict of laws rules.

10.3 Dispute Resolution. Any and all disputes between J&J Arch Holdings and Customer arising out of or related to (i) this Agreement, including without limitation the performance, interpretation, termination, (in)validity and/or breach thereof; (ii) Customer Equipment; and/or (iii) Hosting or Monitoring, shall be exclusively resolved in the state or federal courts, as applicable, located in Chicago, Illinois. The Parties each hereby consent to the jurisdiction of such courts and waive any objection to such venue, including any objection based on *forum non conveniens* grounds.

10.4 Assignment Prohibited. Customer may not assign this Agreement, in whole or in

part, without the written consent of J&J Arch Holdings. Any purported assignment in violation of this paragraph is void and without effect.

10.5 Counterparts. This Agreement may be executed in counterparts, with all counterparty signatures combined constituting a single executed Agreement. Electronic, scanned, faxed, or photocopied signatures shall be treated as original.

10.6 Amendment. This Agreement may not be amended or modified except in a writing, signed by both Parties. The Parties may execute revised versions of Schedule A in the future, which if signed by both Parties, shall be deemed an amendment to this Agreement.

10.7 Survival. Those obligations that expressly or by their nature survive or extend beyond this Agreement, including any termination or expiration thereof, shall so survive. Those obligations include, without limitation, all indemnity, warranty, confidentiality, insurance, and risk allocation provisions. This Section applies irrespective of which Party terminates this Agreement.

10.8 Force Majeure. J&J Arch Holdings shall not be liable for any delay or failure of performance caused by, resulting from, or occasioned by a Force Majeure Event. Upon the occurrence of a Force Majeure Event, J&J Arch Holdings shall give reasonably prompt notice thereof to the other Party and shall use commercially reasonable efforts to remove or mitigate the effects of the Force Majeure Event. A "Force Majeure Event" means any event beyond the reasonable control of J&J Arch Holdings including without limitation acts of Gods, storms, weather, mudslides, earthquakes, avalanches, weather, and other naturally occurring phenomena, war, fire, flood, industry wide strikes, acts of the public enemy, terrorism, insurrections, riots, illness, epidemic, and laws, rules, or regulations of any governmental authority asserting jurisdiction or control, compliance with which makes performance impossible or impracticable. Notwithstanding the foregoing, a Force Majeure Event does not include events caused by the negligence, intentional, or willful misconduct of J&J Arch Holdings.

10.9 Mutual Drafting. This Agreement was jointly negotiated and drafted by the Parties. In the event any ambiguities should arise in the construction or interpretation of this Agreement, such ambiguities shall not be construed against either Party solely on account of authorship.

10.10 Notice. Whenever a written communication, notice, or confirmation is required or permitted by this Agreement, the same may be made via e-mail and shall be deemed sent on the date sent, unless sender receives indicia of a failure of transmission.

10.11 No waiver. None of the requirements of this Agreement will be considered as waived by either Party unless the same is done in writing and failure by either Party to enforce any rights will not waive those or other rights hereunder.

10.12 No Third-Party Beneficiaries. Nothing in this Agreement is intended to nor shall be construed as conferring any rights or benefits to anyone other than the Parties. All duties and

responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Parties and not for the benefit of any third party.

10.13 Relationship of the Parties. The relationship of the Parties is that of independent contractors. Nothing herein does or is intended to create an agency relationship, partnership, or joint venture. Neither Party has the authority to bind the other.

10.14 Interpretation. Each Article of this Agreement contains provision that are sometimes referred to as Section(s) of an Article. Unless context requires otherwise, a general to any Article includes the entire Article and a reference to any specific Section(s) of an Article refers only to the identified Section(s). In the event of a conflict, inconsistency, or ambiguity between the body of this Agreement and any Schedule, the Schedule shall control.

10.15 Time is of the essence. Time is of the essence in performing this Agreement.

[signatures to follow]

WITNESS THE SIGNATURES of the Parties to the Hosting Agreement as set forth below.

**J&J Arch Holdings LLC, a Wyoming
limited liability company**

Customer: _____

By: _____
Joey Constantino President

By: _____

Printed Name: _____

Title: _____

Date: _____

Schedule A

This Schedule A forms part of, and is subject to, the Hosting Agreement entered into between and among Customer and J&J Arch Holdings to which it is attached.

Payments methods accepted:

PLEASE USE "MONTH" HOSTING ELECTRIC FOR SUBJECT

ACH

J&J Arch Holdings LLC

021000021 Routing

793360121 Account

Wire

J&J Arch Holdings LLC

021000021 Routing

793360121 Account

Bank Address

4170 Veterans Memorial Hwy

Bohemia, NY 11716

BTC (Call for address)

Customer:

Customer Contact:

Name

Address

City, State, Zip Code

Phone number

Email address

Anticipated Start Date:

2/28/2022_____

Monthly Price:

Storage Fee:
