

Purchase Order Terms and Conditions

Last Updated: August 12, 2021

These Purchase Order Terms and Conditions (“Purchase Order”) govern the purchase of goods (“Goods”), services (including any related deliverables) (“Services”), or a combination thereof (Goods and Services are hereinafter collectively referred to as “Goods and/or Services”) as described in a purchase order (“Purchase Order”) issued by BitTitan, Inc. or one of its affiliated companies as identified on the Purchase Order (“BitTitan”).

1. Acceptance of Purchase Order and Effect. Supplier will be deemed to have accepted this Purchase Order, including these Terms and Conditions, upon the earlier occurrence of: (a) acknowledgment of receipt of this Purchase Order; (b) commencement of the production or supply of Goods, commencement of performance of Services, or shipment of Goods; or (c) receipt of this Purchase Order and failure to object to it in writing within ten (10) days thereafter.

This Purchase Order is the complete and binding agreement between Supplier and BitTitan with respect to the Goods and/or Services, unless the parties have mutually executed an agreement, such as a master services agreement, which is effective on the date of this Purchase Order and applies to the Goods and/or Services ordered under this Purchase Order (an “Existing Agreement”), in which case, the terms and conditions of the Existing Agreement are incorporated into this Purchase Order by this reference. For purposes of this Purchase Order, online terms or agreements that BitTitan accepts in order to login or access Services, such as software or platform as a service, is not an agreement that has been “mutually executed” and does not constitute an Existing Agreement. If there is a conflict between the terms and conditions of this Purchase Order and the Existing Agreement, the terms and conditions of the Existing Agreement will apply and prevail. This Purchase Order or an applicable Existing Agreement supersede any prior or contemporaneous communications, representations, promises, understandings, or negotiations, whether oral or written, with respect to Goods and/or Services described in this Purchase Order.

2. Delivery. All Goods are sold D.D.P. Destination (i.e., to the "Ship To" location(s) specified in this Purchase Order). Time is of the essence. Delivery of goods or other performance must be completed within the time limits specified in this Purchase Order or, if none are specified, Supplier will offer its best delivery date(s), which will be subject to acceptance by BitTitan. Supplier will not make any substitutions without BitTitan's prior written approval. Delivery will be deemed to be complete only when the Goods have been actually received at their destination by BitTitan and the Services have been fully performed and accepted by If delivery or performance is not timely completed, BitTitan may reject any or all the Goods and/or Services and may cancel all or any part of this Purchase Order. In the event of such cancellation, in addition to any other remedies available to BitTitan in equity or at law, Supplier will refund any payments made by BitTitan as of the time of the cancellation, reimburse all BitTitan's costs, and pay BitTitan all BitTitan's incidental and consequential damages.

3. Acceptance of Goods and Services. Goods will not be deemed to be accepted until BitTitan notifies Supplier in writing that the Goods have been received at their destination and inspected or tested, and that the Goods conform to all specifications in this Purchase Order (the "Acceptance Date"). Payment for Goods and/or Services will not constitute acceptance. In addition to any other remedies available under law, BitTitan may reject Goods and/or Services, require prompt repair or replacement of Goods or re-performance of Services, or accept any nonconforming goods or services with an equitable adjustment in price. Risk of loss or damage will remain with Supplier until the Acceptance Date.

4. Warranties. In addition to all other warranties, express and implied, Supplier expressly warrants that all Goods (including all replacement or corrected goods or components which Supplier furnishes pursuant to

this warranty) and Services will: (a) be free from all liens, security interests, charges, encumbrances, or claims; (b) not infringe any patent, published patent application, or any other intellectual property rights of any third party existing as of the date of delivery, and not utilize misappropriated third party trade secret information; (c) not contain harmful or malicious code, including, but not limited to, viruses, worms, time bombs, time locks, drop-dead devices, access codes, security keys, back doors, or trap door devices; (d) conform to all specifications, drawings, designs, quality control plans and any other descriptions, as applicable, incorporated in this Purchase Order or, in the case of Goods, without limiting the foregoing, conform to any samples supplied by Supplier or by BitTitan; and (e) be produced or performed in compliance with all applicable laws, regulations, standards, rules and orders of applicable federal, state, and local governmental authorities, whether domestic or foreign, including without limitation those governing safety, health, labor, hazardous substances and sanitation. Supplier hereby assigns to BitTitan the benefit of all warranties given by any persons from whom Supplier purchased any goods or services. If Goods and/or Services are defective in any way or fail to conform in any respect to the warranties of this Purchase Order, Supplier will, at its own expense within a reasonable time after notice, repair, replace or correct any nonconforming or otherwise defective Goods and/or Services. In addition, Supplier will be responsible for all related costs, expenses and damages including, but not limited to, the costs of removal, disassembly, failure analysis, fault isolation, reinstallation, re-inspection and retrofit of the nonconforming or defective goods or services, all freight charges, all customer charges, all corrective action costs (i.e., costs of additional inspection or quality control systems), and all reasonable expenses incurred by BitTitan in connection with Supplier's breach of warranty and in enforcing its warranty rights (including, but not limited to, its reasonable attorney fees at trial and on appeal).

5. Compliance with Laws. Supplier represents and warrants to BitTitan that it complies, and will continue to comply, with all applicable international, foreign, and U.S. federal, state and local laws, rules, and regulations, including, but not limited to, all applicable laws and

regulations pertaining to privacy and confidentiality in performing its obligations under this Purchase Order. Supplier will at all times conduct its business in an ethical manner.

6. Import/Customs Compliance. Supplier assumes all responsibility and liability for any shipments covered by this Purchase Order requiring any government import clearance. If government authorities declare or otherwise impose countervailing duties, anti-dumping duties, or retaliatory duties on the goods or deliverables imported under this Purchase Order, BitTitan reserves the right to terminate this Purchase Order in accordance with Section 16 (Termination) of this Purchase Order.

7. Software. If software products are listed in the Purchase Order, or if the Goods or Service deliverables include computer programs, software or firmware of any kind (collectively, "Software"), Supplier hereby grants to BitTitan a perpetual, nonexclusive, royalty-free license to install, integrate, configure, operate, and use the Software for any purpose on any equipment or hardware, to copy the Software, to copy and use any related documentation and training materials, and to use any tool designed to create licensee-specific configurations. The price stated in the Purchase Order will be or will be deemed to include a one-time license fee, and all terms of this Purchase Order shall apply as if the license were a

8. Ownership. Except as provided in Section 7 (Software) above regarding standard "off-the-shelf" (non-customized) software, BitTitan will be the sole and exclusive owner of all tangible or intangible products, materials, and any other things that are delivered by Supplier or developed by Supplier in connection with the performance of any Services. The Services performed under this Purchase Order will be deemed to be a work made for hire and made in the course of the

Services rendered. To the extent that exclusive title or ownership rights in developments may not originally vest in BitTitan, Supplier hereby irrevocably assigns, and agrees to assign to BitTitan exclusively, without any further compensation, all present and future right, title, and interest in and to the developments and related intellectual property rights, and the developments and their related benefits will immediately and automatically be the sole and absolute property of BitTitan. Supplier will execute and deliver to BitTitan all documents necessary to perfect, document or evidence BitTitan's right, title and interest in and to each development. Supplier hereby irrevocably designates BitTitan and its agents as Supplier's attorneys-in-fact, to act for and on its behalf to execute and file such documents. Unless otherwise specified in this Purchase Order, Supplier will obtain and assign to BitTitan a nonexclusive, royalty-free, worldwide, perpetual, irrevocable, transferable, sub-licensable license to use any third-party intellectual property rights incorporated into, required to use, or delivered with the developments. Supplier will deliver copies of the above releases and licenses to BitTitan upon BitTitan's request.

9. Confidentiality; Data Security; Publicity Restrictions. All information, including, without limitation, BitTitan's or its affiliates' specifications, samples, drawings, materials, know how, designs, trade secrets, processes, strategies, other technical, business or financial information (including cost, pricing, profit, marketing, production or forecast information), all BitTitan Data (as defined below), and information pertaining to BitTitan's or its affiliates' consumers or personnel (including any personal information), customers, suppliers, and business partners, that: (a) has been or will be supplied to Supplier under or in connection with this Purchase Order by or on behalf of BitTitan, or (b) Supplier will design, develop or create for BitTitan in connection with this Purchase Order are deemed to be "Confidential Information" of BitTitan whether it is identified as such or not.

BitTitan's Confidential Information will remain the property of BitTitan, may not be used by Supplier for any purpose other than for performing this Purchase Order, and will be, at BitTitan's sole option, returned to BitTitan or destroyed with certification by Supplier of the destruction upon the earlier of BitTitan's written request or completion of this Purchase Order. Supplier will hold all of BitTitan's Confidential Information in strict confidence and will not disclose, without BitTitan's prior written approval, any of BitTitan's Confidential Information to any person other than to Supplier's representatives who (a) have a "need to know," (b) have been advised of the confidential and proprietary nature of BitTitan's Confidential Information, and (c) are bound by confidentiality and use restrictions that are at least as restrictive as those described in this Section 9. Supplier will be liable for all actions or omissions of Supplier's representatives in connection with BitTitan's Confidential Information. Supplier will protect BitTitan's Confidential Information by using the same degree of care that Supplier exercises regarding its own confidential information, but not less than reasonable care. No disclosure, description or other communication of any sort will be made by Supplier to any third person of the fact of BitTitan's purchase of Goods and/or Services hereunder, the terms of this Purchase Order, the substance of any discussions or negotiations concerning this Purchase Order, or either party's performance under this Purchase Order.

If BitTitan and Supplier have entered into a Non-Disclosure Agreement ("NDA"), which covers disclosure of confidential information under the Purchase Order, and if the term of the NDA expires before the expiration or termination of the Purchase Order, then the term of the NDA shall be automatically extended to match the term of the Purchase Order.

Supplier acknowledges and agrees that, as between BitTitan and Supplier, BitTitan is and will remain the exclusive owner and controller of all data provided to Supplier under or in connection with this Purchase Order ("BitTitan Data"). Supplier will access, use, or otherwise handle BitTitan Data only as necessary to perform its obligations under this Purchase Order and not for the benefit of Supplier, any of Supplier's affiliates or any third party. Supplier will implement and maintain reasonable administrative, technical,

and physical safeguards to protect BitTitan Data, as appropriate to the nature and scope of Supplier's activities and services, and as reasonably requested by BitTitan. Supplier will, on an ongoing basis, ensure that its information security program and safeguards are designed, maintained, updated, and adjusted, as necessary, to protect against reasonably foreseeable internal and external risks to the security, confidentiality, and integrity of BitTitan Data. If Supplier becomes aware, or reasonably believes, that BitTitan Data may have been accessed or acquired by an unauthorized party, Supplier will promptly (but in no event later than 24 hours) notify Supplier's primary business contact(s) within BitTitan via email, with a copy to Legal@bittitan.com, and a subject line including the words "Security Event." Furthermore, Supplier will notify BitTitan in writing prior to conducting any international transfer of BitTitan Data and will work in good faith to implement any required data transfer agreements.

Supplier will not make any public announcement regarding Supplier's association with BitTitan or use BitTitan's or BitTitan's affiliates' name or any other trademark, service mark, logo, or copyright-protected work (whether or not registered) in any of Supplier's promotional materials, marketing activities or elsewhere, without BitTitan's prior written consent.

10. Indemnity. Supplier will defend BitTitan, BitTitan's affiliates, and their respective officers, directors, shareholders, employees and agents against all claims, demands, lawsuits, and other actions, and will indemnify and hold such parties harmless against all losses, damages (including personal injury, sickness, death or property damage), expenses (including attorney fees), and other liabilities of any kind or nature, of or to any person or entity (including BitTitan), whether in contract, tort, or otherwise, to the extent based on an allegation of, or arising from: (a) negligent act or omission of the Supplier, its affiliates, or their officers and directors, employees or agents, or of the fraud, gross negligence or willful misconduct of such parties; (b) infringement, misappropriation or other violation of any person's intellectual property rights by any goods, services, or developments; (c) a breach by Supplier of this Purchase Order; (d) violation of applicable law by Supplier, its

affiliates, or their officers, directors, employees or agents; (e) a claim that BitTitan or any affiliate of BitTitan is the employer, co-employer, or joint employer of any of Supplier's employees, principals, or contractors, or that such individuals are otherwise entitled to employment-related benefits; or (f) a breach by Supplier of Section 4 (Warranties).

11. Liability. Notwithstanding anything to the contrary in this Purchase Order, BitTitan will not be liable to Supplier with respect to the Goods and/or Services described in this Purchase Order under any contract, negligence, strict liability or other legal or equitable theory for any amounts in excess in the amount BitTitan paid to Supplier in the six (6) months preceding the event or circumstance giving rise to such liability. In no event will BitTitan be liable to Supplier for any incidental, indirect, special, consequential damages, or loss of profits arising out of, or in connection with, this Purchase Order, whether or not BitTitan was advised of the possibility of such damage. These limitations of liability will apply notwithstanding any failure of essential purpose of any limited remedy provided herein.

12. Insurance. Supplier will obtain, at Supplier's expense, and keep in effect during the term of this Purchase Order, commercial general liability insurance applicable to liability arising out of premises, operations, products, completed operations, contractual liability including tort liability of another assumed in a business contract, including bodily injury or death, property damage, independent contractors, personal injury and advertising injury, along with associated defense costs, as well as any of BitTitan's property in the care, custody or control of Supplier, with limit of not less than US\$1,000,000 each occurrence and US\$2,000,000 aggregate. If this Purchase Order involves the performance of services, Supplier shall also obtain and keep in effect (1) workers' compensation insurance with statutory liability limits, employer's liability insurance with a liability limit of at least US\$1,000,000 and (2) automobile liability insurance (including owned, non-owned, and hired vehicles) with a liability limit of at least

US\$1,000,000. If Supplier is providing professional services to BitTitan, Supplier will maintain Professional Liability/Errors and Omissions insurance with a liability limit of at least US\$5,000,000. In the event Supplier will be receiving, collecting, or otherwise handling any BitTitan Data in connection with this Purchase Order, then Supplier shall maintain Cyber and Network Liability insurance with a liability limit of at least US\$10,000,000.

13. Independent Contractor. Nothing in this Purchase Order will be construed to (a) create a joint venture or partnership or (b) establish a relationship of principal and agent or of employer and employee, or any other relationship other than that of independent contractor and customer. Neither party will represent the other party in any capacity, bind the other party to any contract, or create or assume any obligation on behalf of the other party for any purpose whatsoever, except as expressly authorized by this Purchase Order.

14. Personnel. Supplier represents and warrants that all its employees and subcontractors will hold at all times any permits or licenses required to perform any services or provide any goods and will be appropriately screened for fitness.

15. Changes. BitTitan reserves the right at any time to make changes to any one or more of the following: (a) specifications, where the goods or services are to be specially manufactured or customized for BitTitan; (b) methods of shipment or packing; (c) place of delivery; (d) time of delivery; and (e) quantities of goods. If any change described above results in an increase or decrease in the cost of, or the time required for, performance of this Purchase Order, an equitable adjustment will be made in the Purchase Order price or delivery schedule, or both; provided, however, that (1) any claim by Supplier for adjustment under this clause will be deemed waived unless asserted in writing within ten

(10) business days after receipt by Supplier of BitTitan's request for change; and (2) Purchase Order price increases or extensions of time for delivery shall not be binding on BitTitan unless this Purchase Order is modified in writing in accordance with the terms and conditions of this Purchase Order. Notwithstanding any disagreement between the parties regarding the impact of a change, Supplier will proceed diligently with its performance under this Purchase Order pending resolution of the disagreement.

16. Termination. BitTitan may, with or without cause and at any time, terminate this Purchase Order in whole or in part by written notice to Supplier. In the event that such termination is without cause, Supplier may bill BitTitan for Goods and/or Services actually provided to BitTitan and accepted by BitTitan as of the date of termination, and may recover its reasonable, direct out-of-pocket costs incurred prior to the effective date of termination, to the extent Supplier could not have mitigated such Supplier will not be entitled to, and hereby waives, any other claims. In any event, the total sum payable upon termination will not exceed the Purchase Order price reduced by payments previously made. Any obligations or duties which, by their nature, extend beyond the expiration or termination of this Purchase Order will survive the expiration or termination of this Purchase Order.

17. Invoices, Cash Discounts and Charges. Supplier's invoice will show the following information: BitTitan's Purchase Order number, description of the Goods and/or Services, cash discount period, point of shipment, and point of Cash discount periods will be calculated from the Acceptance Date or the date BitTitan receives a correct invoice, whichever occurs later. No interest, service charges, or finance charges will be assessed to BitTitan or accrue on BitTitan's account. Unless otherwise specified in the Purchase Order, the price for the Goods and/or Services will include all taxes and other charges, such as shipping and delivery charges, duties, customs, tariffs, imposts, and government-imposed surcharges.

Supplier will, at BitTitan's request, break-out from the price all such taxes and other charges in its invoices.

18. Taxes. Supplier warrants that the price of the Goods and/or Services includes all federal, state and local sales and use taxes, ad valorem taxes, tariffs, duties, commissions, or other charges, whether domestic or foreign, imposed on the Goods and/or Services, or any part of the transaction in this Purchase Order (collectively, "Taxes"). Supplier will timely pay all Taxes to the appropriate authorities and properly file all tax returns. If, after payment by BitTitan of Taxes included on Supplier's invoice for the purchase of Goods and/or Services, a determination is made that additional Taxes are owed on such Goods and/or Services, Supplier will be solely responsible for the payment of such Taxes. Supplier agrees to defend, indemnify, and hold harmless BitTitan for and against any Taxes (including penalties and interest) that BitTitan may be required to pay to a taxing authority or other third party, which are imposed on Goods and/or Services purchased from Supplier, but not included on Supplier's invoice.

19. Assignment. Supplier may not assign any or all its rights under, or otherwise transfer, this Purchase Order. For purposes of this Section 19, the following will be deemed to be an assignment: any change in control or in a majority ownership interest in Supplier, whether in one or a series of related transactions, and whether by stock sale, gift, merger (including a reverse triangular merger), operation of law (including without limitation the death or bankruptcy of an owner of Supplier or the bankruptcy of Supplier) or otherwise. Supplier may not delegate any of its duties, except to a subcontractor that was approved by Supplier in writing. In the event of any assignment or subcontracting arrangement, Supplier will remain liable and responsible for the assignee's or subcontractor's This Purchase Order will inure to the benefit of and bind the parties, their successors and permitted assigns. There shall be no restriction on the resale, assignment, or transfer by BitTitan of the Goods and/or Services.

20. Waiver. A party's delay or failure to enforce or insist on strict compliance with any provision of this Purchase Order will not constitute a waiver or otherwise modify this Purchase Order. A party's waiver of any right or remedy on one occasion will not: (a) waive any other right, (b) constitute a continuing waiver, or (c) waive that right on any other occasion.
21. Modification. This Purchase Order may be amended only by a written instrument, which is specifically identified as amending this Purchase Order and is signed by the parties.
22. Severability. If a court of competent jurisdiction or arbitrator finds any term of this Purchase Order to be invalid or otherwise unenforceable, then such invalidity or unenforceability will not affect the validity of any other provision of this Purchase Order, and the rest of this Purchase Order will remain in full force and effect unless enforcement of this Purchase Order without the invalidated provision would be grossly inequitable under all of the circumstances or would frustrate the primary purposes of this Purchase Order.
23. Governing Law; Forum Selection; Waiver of Right to Jury Trial. This Purchase Order shall be interpreted under, and any disputes arising out of this Purchase Order will be governed by, the laws of the State of Washington, without regard to principles of conflicts of law. The parties specifically waive application of the U.N. Convention on Contracts for the International Sale of Goods. Supplier irrevocably consents to the jurisdiction of the local and federal courts located in Seattle, King County, Washington. Supplier, as a condition to transacting business with BitTitan, hereby waives and relinquishes any right to a jury trial it

may now or hereafter have in any dispute arising out of or relating to this Purchase

24. Force Majeure. Except as otherwise provided in this Purchase Order, non-performance of this Purchase Order will be excused for that period of time during which performance by a party is made impossible due to (a) severe natural disaster or act of God (tornado, hurricane, flood, earthquake or tsunami), (b) war, act of terrorism, or riot, (c) epidemic or pandemic, or (d) other similarly catastrophic and unforeseeable event or condition beyond the reasonable control of such party; provided that (i) such party notified the other party in writing immediately, describing the event or condition and its effects and proposing reasonable adjustments to the schedule, as applicable; (ii) the delay could not have been prevented by reasonable precautions; and (iii) only for as long as the affected party makes best efforts to resume performance. During the period of non-performance, the party that is not affected by the event or condition may suspend its own performance.