SYGNUM

MASTER LOAN AGREEMENT
(CONTRACT NUMBER – 84001505/002/0001)

between

SYGNUM BANK AG, Uetlibergstrasse 134a, 8045 Zürich, Switzerland, hereinafter referred to as the "**Lender**",

and

CANADA COMPUTATIONAL UNLIMITED INC., a Québec corporation having its head office at 289 Dugas Street, Joliette, Québec, J6E 4H1, hereinafter referred to as the "**Borrower**",

jointly referred to as the "**Parties**", and each as a "**Party**".

RECITALS

Whereas, the Borrower has requested the Lender to extend to the Borrower the Loan for the purposes of acquiring and operating the Mining Equipment to be used for the mining of Cryptocurrencies in accordance with the provisions hereof.

Whereas, the Lender has agreed to make the Loan to the Borrower on the terms and conditions contained in this Agreement.

Whereas, payment of interest and repayment of principal in respect of the Loan will be made by the Borrower delivering Cryptocurrencies newly mined by the Borrower using the Mining Equipment into a wallet owned by the Borrower and controlled by the Lender and the Borrower will allocate a pre-defined mining capacity, measured in Petahash per second (PH/s), for this purpose, the whole in accordance with the provisions of the Finance Documents.

Whereas, repayment of the Loan and payment of interest thereon shall be secured under the Security Documents.

NOW, THEREFORE, in consideration of the foregoing, intending to be legally bound hereby, and in consideration of the Lender making the Loan to the Borrower, the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

For purposes of this Agreement, the definitions set forth in Annex I (Definitions) shall apply.

1.2   Interpretation

Unless the contrary intention appears, any reference in this Agreement to:

(a) any "Party" or any person shall be construed so as to include its successors in title, permitted assigns and permitted transferees;

(b) a "Finance Document" or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended, restated or otherwise modified from time to time;

(c) "indebtedness" includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;

(d) a "person" includes any individual, firm, company, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) or two or more of the foregoing;

(e) a "regulation" includes any regulation, rule, treaty, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;

(f) "assets" includes present and future properties, revenues and rights of every nature and description;

(g) a "time of day" is a reference to Zurich time; and

(h) a reference to "day" is a reference to a calendar day.

In this Agreement: (i) words importing the plural shall include the singular and *vice versa*; and (ii) unless otherwise indicated herein, any reference to clauses or to Annexes shall be to clauses or to Annexes of this Agreement.

2.   THIRD-PARTY RIGHTS

Unless explicitly provided otherwise in this Agreement, no person other than the Parties shall have any rights or benefits under this Agreement, and nothing in this Agreement is intended to confer on any person other than the Parties any rights, benefits or remedies.

3.   NO PARTNERSHIP

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership among the Parties or to impose any partnership obligation or partnership liability upon any Party. No Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, any other Party.

4.   LOAN

4.1   Currency and Amount

Subject to the terms and conditions set forth herein, the Lender agrees to make the Loan to the Borrower in the aggregate principal amount of CHF3,000,000 (the "**Principal Amount**"). Amounts borrowed under this clause 4.1 and repaid or prepaid may not be reborrowed.

4.2   Term

The term of the Loan shall be 36 months, starting with the Utilization Date and ending with the Termination Date.

Not earlier than 12 months after the Utilization Date, the Lender and the Borrower may mutually agree in writing to reset the term of the Loan for a new incremental term of 12 months following the initial term, in which case the new term of the Loan shall be 48 months from the Utilization Date.

4.3   Purpose

(a) The Borrower shall apply all amounts borrowed by it under the Loan for the acquisition and operation of Mining Equipment.

(b) To the extent that the Borrower has existing Indebtedness owing to the Lender on the date hereof, the Borrower shall have the option to use a portion of the proceeds of the Loan to repay such Indebtedness to the Lender on the Closing Date, the whole subject to clause 4.3(a) above.

(c) The Loan must not be used to finance, directly or indirectly, any distributions to the Borrower's shareholders or management.

(d) The Lender is not bound to monitor or verify the utilization of the Loan in accordance with the purpose set out in clause 4.3(a) above.

4.4   Restrictions

(a) The Borrower undertakes not to use any of the proceeds of the Loan, directly or indirectly, for any business activities that are related in any way to any Restricted Country.

(b) The Borrower also undertakes not to use any of the proceeds of the Loan, directly or indirectly, for any business activities that are subject to sanctions, restrictions or embargoes administered from time to time by any Sanctions Authority. This includes in particular business activities directly or indirectly involving or providing benefits to persons, entities or other parties that are (i) governments of any Restricted Country, (ii) located,

domiciled, resident or incorporated in any Restricted Country, (iii) subject to any sanctions or named on any sanction list administered by any Sanctions Authority or (iv) (co-)owned or controlled by persons, entities or other parties referred to in (i) to (iii) above.

(c) The Borrower undertakes not to use any of the proceeds of the Loan, directly or indirectly, for any purpose which would breach any applicable anti-corruption, anti-bribery and anti-money laundering laws which are applicable, from time to time, in any jurisdiction. The Borrower shall conduct its business in compliance with applicable anti-corruption, anti-bribery and anti-money laundering laws, in each case, if failure to do so has or is reasonably likely to have a material negative effect to the interest of the Lender.

5. DISBURSEMENT OF FUNDS

5.1 Delivery of a Borrowing Notice

(a) The Borrower may draw under the Loan by delivering a duly completed Borrowing Notice to the Lender not later than 10.00 a.m. (Zurich time), three (3) Business Days prior to the relevant Utilization Date. The Borrowing Notice shall be irrevocable.

(b) After the Borrowing Notice has been received and subject at all times to clause 9 (conditions precedent), the Lender shall only be obliged to make the required Loan available to the Borrower if on the proposed Utilization Date respectively:

1. no Default and/or prepayment upon request event as set forth in clause 8.3 (prepayment upon request) is continuing or would result from the making of the Loan; and

2. the representations and warranties to be made by the Borrower are true in all material respects.

5.2 Disbursement of Funds

(a) On Utilization Date, no later than 1:00 p.m. (Zurich time), the Lender will make available the Principal Amount, net of any structuring fee (as described below in limb (b)), in CHF and in immediately available funds, the whole in accordance with a signed Direction of Payment in form and substance satisfactory to the Lender.

(b) The Borrower shall pay the Lender a structuring fee of   , which shall be deducted by the Lender from the Principal Amount to be paid to the Borrower on the Utilization Date in accordance with clause 5.2(a).

6. INTEREST

6.1 Calculation of Interest

Subject to clause 6.2 (Interest following an Event of Default), the Loan shall bear interest at a rate of ███████████████████████ (the "**Interest Rate**") of the Outstanding Principal Amount. Such interest shall accrue on the actual number of days elapsed based upon a 365-day year.

Interest shall be calculated for each calendar month and become due and payable on the first Business Day of each month in arrears in accordance with the procedure set out in clauses 7.2 (d) and (e).

6.2 Interest following an Event of Default

If the Borrower fails to pay any amount payable by it under a Finance Document on its due date, interest shall accrue on the overdue amount from the due date up to the date of actual payment (both before and after judgment) at a rate which is the sum of ███████████ and the rate set out in clause 6.1. Any interest accruing under this clause 6.2 shall be immediately payable by the Borrower on demand by the Lender.

6.3 Yearly Rate of Interest

For the purposes of the *Interest Act* (Canada) and disclosure thereunder, whenever any interest or any fee to be paid hereunder or in connection herewith is to be calculated on the basis of a 365-day year, the yearly rate of interest to which the rate used in such calculation is equivalent is the rate so used multiplied by the actual number of days in the calendar year in which the same is to be ascertained and divided by 365. The rates of interest under this Agreement are nominal rates, and not effective rates or yields. The principle of deemed reinvestment of interest does not apply to any interest calculation under this Agreement.

6.4 Criminal Interest

If any provision of this Agreement or the other Finance Documents would oblige the Borrower to make any payment of interest or other amount payable to the Lender in an amount or calculated at a rate which would be prohibited by Applicable Law or would result in a receipt by the Lender of "interest" at a "criminal rate" (as such terms are construed under the *Criminal Code* (Canada)), then, notwithstanding such provision, such amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by Applicable Law or so result in a receipt by the Lender of "interest" at a "criminal rate", such adjustment to be effected, to the extent necessary (but only to the extent necessary), as follows:

(a) first, by reducing the amount or rate of interest required to be paid to the Lender under this clause 6; and

(b) thereafter, by reducing any fees, commissions, costs, expenses, premiums and other amounts required to be paid to the Lender which would constitute interest for purposes of section 347 of the *Criminal Code* (Canada).

7.   REPAYMENT

7.1   Payment Schedule

Subject to any provision of this Agreement requiring earlier repayment, the Borrower shall repay the Principal Amount including any accrued interest thereon in thirty-six (36) equal monthly instalments of ▬▬▬▬▬▬ (the "**Monthly Instalment**"), calculated as follows:

$$MI = P\,\frac{r(1+r)^n}{(1+r)^n - 1}$$

where:

    MI = Monthly Instalment
    P = Principal Amount
    r = Interest Rate
    n = number of Monthly Instalments

7.2   Payment Method

(a) <u>Principle</u>. All payments under clause 7.1 shall be made by (i) the Borrower delivering any and all Cryptocurrencies mined by the Borrower through the Allocated Mining Capacity (as defined below) to a wallet owned by the Borrower and controlled by the Lender (the "**Payment Wallet**") and (ii) the Lender liquidating the Cryptocurrencies received in regular intervals in accordance with clause 7.2 (d) and applying the Net Liquidation Proceeds to accrued interest payable hereunder and the Outstanding Principal Amount.

(b) <u>Allocated Mining Capacity</u>. For the Term of the Loan, a mining capacity from the Mining Equipment shall be allocated for the exclusive use and benefit of the Lender which, with a ninety-five per cent (95%) confidence level (based on historical data analysis), will be sufficient to mine Cryptocurrencies in a quantity whereby the Net Liquidation Proceeds resulting therefrom will be reasonably expected to satisfy the payment of each Monthly Instalment (the "**Allocated Mining Capacity**"). The Allocated Mining Capacity shall be at least forty (40) Petahash per second (PH/s) on the Utilization Date and throughout the Term of the Loan. The Allocated Mining Capacity shall be recalibrated by the Lender as follows if, in the opinion of the Lender, the Net Liquidation

Proceeds are not, or will not be, sufficient to satisfy the payment of the Monthly Instalments for three (3) consecutive months:

1. Obtain daily Cryptocurrency production data for the past six (6) months;
2. Calculate weekly Net Liquidation Proceeds, considering total Cryptocurrency mined per week and Cryptocurrency average price in each week;
3. Estimate the quantity of PH/s sufficient to cover Monthly Instalments with ninety-five per cent (95%) confidence level according to the formula below:

$$Allocated\ PH = \frac{Monhtly\ Instalment}{Average(monthly\ revenue\ per\ PH) - 2x Standard\ deviation\ (monthly\ revenue\ per\ PH)}$$

In case the Allocated Mining Capacity needs to be increased, the Borrower shall recalibrate the Allocated Mining Capacity within five (5) Business Days after notification by the Lender.

(c) Delivery of Cryptocurrencies. Any and all Cryptocurrencies mined by the Borrower in accordance with the Allocated Mining Capacity shall be delivered, or caused to be delivered and deposited, by the Borrower into the Payment Wallet within 24 hours of such Cryptocurrencies having been awarded to the Borrower by the Mining Pool. Depending on the rules and procedures of the Mining Pool, the delivery shall be automated. If the automated delivery is temporarily unavailable, the Borrower shall manually deliver the Cryptocurrencies within 24 hours of them having been awarded to the Borrower by the Mining Pool.

The Mining Pool and the allocation of mining power to the Mining Pool as of the date of this Agreement is set out in Annex II. The addition of a new Mining Pool and any changes of the allocation to the Mining Pool shall be notified in writing by the Borrower to the Lender prior to effecting any such addition or change. The Lender may object to any such addition or change in its sole and absolute discretion.

The Borrower and the Lender will mutually define and agree on the Mining Pools to be used. The Borrower may change the Mining Pool allocation upon mutual agreement with the Lender.

(d) Liquidation. On each Wednesday, between 4:00pm and 5:00pm (Zurich time), of each week during the Term of the Loan, or, if this is not a Business Day, between 4:00pm and 5:00pm (Zurich time) of the next Business Day, the Cryptocurrency held in the Payment Wallet shall be liquidated by the Lender by selling it at the best available price quoted by its pool of connected liquidity providers. The Lender shall have full discretion with respect to the method of liquidation, including the counterparty, and shall have the right, but not the obligation, to acquire the Cryptocurrencies for its own account. In determining the best liquidation method, the Lender shall apply best execution principles, taking into account various criteria including, but not limited to, prices, liquidity and the likelihood and speed of settlement. Any change or amendment to the liquidation process requires the approval of the Borrower and the Lender in writing,

excluding the method of liquidation, which as per the above, is at the full discretion of the Lender. The Lender shall provide to the Borrower upon request the prices quoted by the Liquidity Providers in connection with the liquidation of any Cryptocurrencies hereunder.

(e) <u>Application of Net Liquidation Proceeds</u>. On the first Business Day of each month, the Lender shall apply the liquidation proceeds- of Cryptocurrencies pursuant to clause 7.2(d), net of any fees, charges and taxes incurred or owing by, or levied against, the Lender as a direct result of the liquidation (the "**Net Liquidation Proceeds**"), to (i) accrued interest payable hereunder and (ii) the Outstanding Principal Amount.

(f) <u>Excess Net Liquidation Proceeds</u>. If for any given calendar month the expected Net Liquidation Proceeds exceed the Monthly Instalment, the Lender shall apply the amount by which the expected Net Liquidation Proceeds exceed the Monthly Instalment (the "**Excess Cryptocurrencies**") in accordance with clauses 7.2 (d) and (e), unless the Borrower submits a request for delivery of the Excess Cryptocurrencies not later than two (2) Business Days before the first day of the month in which the relevant Monthly Instalment becomes due and payable. Any prepayment of the Loan made pursuant to this clause will be applied to Monthly Instalments in the reverse order of their maturities.

(g) <u>Shortfall of Net Liquidation Proceeds</u>. If for any given calendar month during the Term of the Loan the Net Liquidation Proceeds are lower than the then owing Monthly Instalment, the Borrower shall transfer/deliver Cash and/or Cryptocurrencies to the Lender in an amount/value sufficient to cover any such shortfall, the whole within five (5) Business Days of written notice by the Lender.

(h) <u>Currency of Payment</u>. Notwithstanding anything to the contrary contained in this Agreement, all payments under clause 7.1 shall be made by the Borrower to the Lender in CHF and at no time shall the delivery of any Cryptocurrency by the Borrower to the Lender be considered or characterized as a disposition of such Cryptocurrency by the Borrower to the Lender, except as provided in clause 7.2(d) whereby the Lender has the right, but not the obligation, to acquire Cryptocurrencies for its own account upon a liquidation.

8. PREPAYMENT

8.1 Voluntary Prepayment

(a) The Borrower has the right, but not the obligation, to prepay the Loan in full or in part at any time during the Term of the Loan by voluntarily repaying the Outstanding Principal Amount and any accrued interest thereon by giving the Lender not less than

(10) Business Days' (or such shorter period as the Lender may agree) prior written notice.

(b) If a voluntary prepayment is made, whether in Cash or in Cryptocurrencies, the Borrower shall pay the Lender a fee equal to ████████████ of such prepaid amount, which fee shall become due and payable immediately upon such prepayment. Subject to clause 18, if any such prepayment is: (i) made in a currency other than CHF; or (ii) is not made using Cryptocurrencies, the Lender shall convert such prepayment into CHF, passing through to the Borrower any and all trading costs and fees. For the avoidance of doubt, no prepayment fee shall become due and payable if voluntary repayment is made in accordance with clause 7.2(f).

8.2   Mandatory Prepayment

The Borrower shall immediately prepay the Loan in full in the following events:

(a)   if the Lender becomes aware that it is unlawful in any applicable jurisdiction for it to perform any of its obligations as contemplated by any of the Finance Documents or to fund or maintain the Loan or to hold or to realize any of the Security Interests created under the Security Documents (illegality); or

(b)   if, with respect to the Borrower, any person or group of persons acting somehow in concert gains the power to direct the management and policies or otherwise gains control of the Borrower, whether through the ownership of voting capital, by contract or otherwise (change of control).

8.3   Prepayment upon Request

Upon written notice by the Lender to the Borrower, the Borrower shall immediately prepay the Loan in full if:

(a)   in the opinion of the Lender, any event with respect to the Borrower or any of its Affiliates occurs which may have a material reputational risk for the Lender; or

(b)   subject to clause 15.12 (Acceleration), any of the events set out in clause 15 (Event of Default) occurs and is continuing; or

(c)   the Lender receives a request for international legal assistance from any government (or any instrumentality, agency or subdivision thereof) relating to the Borrower and/or its assets, property or undertaking; or

(d)   any audit letter relating to any financial statements of the Borrower contains significant material reservations.

8.4 Terms and restrictions

(a) Any notice of prepayment given by the Borrower under this clause 8 shall be irrevocable and, unless explicitly stated otherwise in this Agreement, shall specify the date or dates upon which the prepayment is to be made and the amount of the prepayment.

(b) Any prepayment under this Agreement shall be made together with any accrued interest on the total amount prepaid and, in the case of a full prepayment, along with any other amounts owing under the Finance Documents. The Lender shall be compensated by the Borrower for any and all costs incurred, including, without limitation, expenses, losses and liabilities.

(c) The Borrower shall not repay or prepay all or any part of the Loan, except at the times and in the manner expressly provided for in this Agreement.

9. CONDITIONS PRECEDENT

The obligation of the Lender to make available the Loan shall not become effective unless each of the conditions set out below is satisfied (or waived by the Lender, in its sole and absolute discretion):

(a) the Lender shall have received from the Borrower a signed copy of this Agreement;

(b) the Lender shall have received from the Borrower a signed copy of the Hypothec, the Pledge Agreement and any other Security Document;

(c) the Hypothec shall have been registered at the RPMRR;

(d) the Lender shall have received from Borrower's counsel favourable written opinions covering such matters relating to the Borrower, this Agreement and the other Finance Documents, as the Lender shall reasonably request;

(e) the Lender shall have received: (A) certified copies of the resolutions of the board of directors of the Borrower approving the Loan, this Agreement and the other Finance Documents, and all other documents, if any, to which the Borrower is a party and evidencing authorization with respect to such documents; and (B) a certificate of an officer of the Borrower, dated as of the Closing Date, and certifying (i) the name, title and true signature of each officer of the Borrower authorized to execute this Agreement and the other Finance Documents, (ii) the name, title and true signature of each officer of the Borrower authorized to provide the certifications required pursuant to this Agreement and Borrowing Notices and (iii) that attached thereto is a true and complete copy of the articles of incorporation and bylaws of the Borrower, as amended to date, and a recent certificate of attestation, certificate of compliance or analogous certificate;

(f)   the Borrower shall deliver to the Lender a certificate of insurance coverage, dated not more than 30 days prior to the Closing Date, evidencing that the Borrower is carrying insurance in accordance with the provisions of the Finance Documents;

(g)   no event or circumstance having a Material Adverse Effect shall have occurred since December 31, 2021;

(h)   the Lender shall have received certified copies of, and be satisfied with the terms and conditions of, each of the Material Agreement which shall not be breached by virtue of the entering into or performance by the Borrower of the Finance Documents, including, without any limitation, any lease agreements or pooling agreements;

(i)   the Lender shall have received all documentation and other information required by bank regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations;

(j)   the Lender shall have received a landlord waiver (the "**Landlord Waiver**") in respect of the leased premises located at 289 Dugas Street, Joliette, Québec, J6E 4H1, being the premises where the Mining Equipment is located on the date hereof (the "**Leased Premises**"), in form and substance satisfactory to the Lender, signed by the Lender, the Borrower and the landlord of the Leased Premises;

(k)   the Borrower shall have deposited with the Lender Cryptocurrencies with a market value of not less than twenty per cent (20%) of the Principal Amount, the whole in accordance with clause 10.1(b);

(l)   the Lender shall have received a copy of all documents relating to the Mining Equipment reasonably requested by the Lender, including, without, limitation, any sale, purchase or analogous agreements;

(m)   the Lender shall have conducted a satisfactory physical inspection and examination of the Mining Equipment located at the Leased Premises, as the Lender, in its sole discretion, deems necessary, convenient, or proper to determine the condition and use of the Mining Equipment;

(n)   the Lender shall have received satisfactory evidence that the value of the Collateral charged under the Hypothec is of at least USD3,300,000 as at the date hereof; and

(o)   the Lender shall have received such other documents and instruments as are customary for transactions of this type or as it may reasonably request.

10.   SECURITY INTERESTS

10.1   Creation of Security Interests

(a)   In order to secure the full and punctual payment of: (i) any and all present and future obligations, indebtedness or liabilities of any nature whatsoever of the Borrower under

the Finance Documents; and (ii) any and all fees, costs, charges and expenses incurred by the Lender (or others on behalf of the Lender) in connection with the Finance Documents or the realization of the Collateral (collectively, the "**Secured Obligations**"), the Borrower shall grant to the Lender the Security Interests in the Collateral pursuant to the Security Documents.

(b)   As initial Collateral, the Borrower shall deposit with the Lender, whether in the Payment Wallet or as otherwise directed by the Lender, Cryptocurrencies with a market value of not less than twenty per cent (20%) of the Principal Amount at the time of deposit (collectively, the "**Initial Collateral**"). The Initial Collateral shall be maintained and continue to be held by the Lender in the Payment Wallet or as otherwise determined by the Lender, in its sole and absolute discretion, and be subject to the Security Interest granted by the Borrower to the Lender under the Pledge Agreement, in each case, until all Secured Obligations are fully, irrevocably and indefeasibly satisfied. To the extent that the market value of the Initial Collateral falls below twenty per cent (20%) of the Principal Amount at any time, the Borrower shall transfer/deliver Cash and/or Cryptocurrencies to the Lender in an amount/value sufficient to cover any such shortfall within five (5) Business Days of written notice by the Lender. The Initial Collateral and any additional Cash and/or Cryptocurrencies transferred by the Borrower to the Lender in accordance with this clause and/or clause 7 shall, in each case, be subject to the Security Interest granted by the Borrower to the Lender under the Pledge Agreement.

The Security Interest granted by the Borrower to the Lender under the Security Documents in all of the Collateral shall serve as a first ranking security, free and clear of any Encumbrance in favor of third parties. It constitutes a continuing security in favour of the Lender for the due, proper and timely payment, discharge and performance in full of all Secured Obligations irrespective of any intermediate discharge of any of the Secured Obligations, which shall not be affected in any way by any variation, amendment, restatement, novation, transfer (including by way of novation), extension, compromise or release of all or any of the Secured Obligations or of any other security from time to time.

(c)   The Lender shall not commit any Collateral which is Cryptocurrency to validating transactions on a blockchain using a proof-of-stake protocol, commonly referred to as "staking".

10.2   Undertakings of the Borrower

(a)   The Borrower shall, at its own expense, promptly take all such action as the Lender may require:

1.   for the purpose of perfecting or protecting the Lender's rights under, and preserving the Security Interest intended to be created or evidenced by, any of the Security Documents; and

2. after the occurrence of an Event of Default, for the purpose of facilitating the realization of the Security Interest created under the Security Documents, including the execution of any transfer, conveyance, assignment or assurance of any asset and the giving of any notice, order or direction and the making of any registration or the taking of any action which the Lender may reasonably require.

(b) The Borrower shall, at its own expense, procure (in form and content satisfactory to the Lender) as soon as possible any consents hereafter required, from time to time, to enable the relevant rights, assets and property of the Borrower to (i) remain or, as the case may be, be or become the subject of effective Security Interests pursuant to the Security Documents or (ii) put into force and exercise all the powers and remedies possessed by the Borrower and the Lender according to Applicable Law and under the Finance Documents.

(c) The Borrower shall, at its owns expense, procure (in form and content satisfactory to the Lender) insurance coverage for the Mining Equipment as is usual and customary for undertakings of this nature from financially sound and reputable insurers satisfactory to the Lender.

(d) If, at any time, the Borrower is required under any Applicable Law to notify or obtain approvals from any governmental, taxation or other regulatory authority in respect of the Collateral (or any portion thereof) or any changes thereto, then the Borrower shall promptly take the necessary action to fulfil such requirement.

(e) Except with the prior express written consent of the Lender, the Borrower shall not:

1. do, or permit to be done, anything which would prejudice the priority, ranking or legality, validity or enforceability of the Security Interest created under, or contemplated by, the Security Documents;

2. change the Allocated Mining Capacity, other than as contemplated hereunder;

3. grant any Encumbrance over the Collateral, other than the Security Interest created pursuant to the Security Documents;

4. assign, transfer, or otherwise dispose of all or any part of the Collateral or withdraw any asset related to the mining activities of the Borrower, subject to a release of any Collateral in accordance with the terms and conditions set forth in this Agreement and/or the Lender's prior written consent;

5. do, or permit to be done, anything to alter, dilute, devalue or diminish the Collateral or any rights thereto; or

take any other action with respect to the Collateral that would jeopardize any rights of the Lender under the Security Documents or would jeopardize the Enforcement or the value of the Collateral.

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10.3 Termination and Release of the Collateral

(a)   Upon request from the Borrower and at its sole expense, the Lender shall promptly release Collateral from the Security Interest created under the Security Documents provided that all of the Secured Obligations have been irrevocably and indefeasibly discharged in full.

(b)   Any release or discharge of the Security Interest created under the Security Documents shall be null and without effect and, therefore, the liability of the Borrower and the Security Interest created under the Security Documents shall be reinstated and continue, if any payment received by the Lender towards satisfaction of all or part of the Secured Obligations is (i) avoided, reduced or declared invalid by any person; (ii) becomes repayable by the Lender to a third party, or (iii) proves not to have been effectively received by the Lender.

(c)   Upon release of Collateral, the Lender shall not be deemed to have made any representation or warranty, whether express or implied, with respect to the Collateral so released, except that any such Collateral is free and clear of the Security Interest created under the Security Documents.

(d)   The release of any part of the Collateral from the Security Interest created under the Security Documents does not affect the Lender's rights on the rest of the Collateral which remains subject to such Security Interest. In the event that any Collateral is exchanged in accordance with the provisions of the Finance Documents, any new replacement items will be subject to the Security Interest created under the Security Documents and thus will automatically become part of the Collateral subject to such Security Interest without any further formalities.

11.   FORKS

11.1   No Immediate Termination of the Loan Due to Fork/Airdrop

In the event of a Fork or an Airdrop with regards to any Collateral which is Cryptocurrency, the Loan will not be immediately terminated strictly as a result of such Fork or Airdrop.

11.2   Redelivery of Borrowed Cryptocurrency

Provided, in each case, that no Default or Event of Default is continuing:

(a) the Borrower will receive the benefit and ownership of any incremental tokens generated as a result of a Fork for any Collateral which is Cryptocurrency in such Cryptocurrency protocol or an Airdrop (the "**New Tokens**"); and

(b) the Lender will have up to thirty (30) days from the occurrence of the Fork or the Airdrop to pay the Borrower the value of the New Tokens. The Lender, in its sole and absolute discretion, may reimburse the Borrower for the value of the New Tokens by doing any of the following (or any combination thereof): (i) a one-time Cryptocurrency

payment of the relevant Cryptocurrency reflecting the amount of the New Tokens due using the Spot Rate at the moment of payment; (ii) sending the New Tokens directly to the Borrower; or (iii) sending a cash payment at the Spot Rate equal to the value of the New Tokens at the time of such payment.

12. TAX

12.1 Tax gross-up

(a)   The Borrower shall make all payments to be made by it under the Finance Documents without any Tax Deduction, unless a Tax Deduction is required by Applicable Law.

(b)   If the Borrower is required by Applicable Law to withhold or deduct any Taxes from any amounts payable by the Borrower pursuant to or under any Finance Document, the Borrower shall promptly notify the Lender of such requirement and shall make such Tax Deductions and shall pay the Taxes directly to the relevant tax authorities within the time prescribed by Applicable Law and in the minimum amount required by Applicable Law and deliver to the Lender, as soon as reasonably practicable, a written receipt or other evidence of such payment.

(c)   If a Tax Deduction is required by the Borrower, the amount of the payment to the Lender from the Borrower under the Finance Documents to which such Tax Deduction relates shall be increased to an amount which (after making any such Tax Deduction, including any Tax Deduction applicable to additional sums payable under this clause 12.1) leaves the Lender with an amount equal to the amount that the Lender would have otherwise received if no such Tax Deduction had been required.

(d)   Notwithstanding anything to the contrary herein, a payment shall not be increased under limb (c) above by reason of a Tax Deduction on account of Excluded Taxes.

(e)   To the extent that any amounts payable by the Borrower under the Finance Documents becomes subject to any Tax Deductions, the Lender and the Borrower shall promptly co-operate in completing any procedural formalities (including submitting forms and documents required by any tax authority) to the extent possible and necessary for the Borrower to obtain authorization to make interest payments without such payments being subject to Tax Deductions.

(f)   For the avoidance of doubt, this clause 12.1 shall not apply to income tax assessed or imposed on the Lender under the law of the jurisdiction in which the Lender is incorporated or, if different, the jurisdiction (or jurisdictions) in which the Lender is treated as resident for tax purposes, if that income tax is imposed on or calculated by reference to the net income received (but not any sum deemed to be received or receivable) by the Lender.

(g)   In addition to the payments required to be made by the Borrower under clause 12.1(b), the Borrower shall pay any and all present or future stamp or documentary

Taxes or any other property Taxes, charges or similar levies arising from any payment made under the Finance Documents or from the execution, delivery (but not the transfer or assignment of the Finance Documents in accordance with clause 16.1) or enforcement of, or otherwise with respect to, the Finance Documents to the relevant tax authorities in accordance with Applicable Law.

12.2   Tax Credit

In the event that the Lender determines that it or any of its Affiliates has obtained a refund of Tax (including a credit in lieu of a refund of Tax) in respect of which the Borrower has paid additional sums to the Lender pursuant to clause 12.1 or has otherwise indemnified the Lender pursuant to clause 12.3, then the Lender or its Affiliates shall pay such refund to the Borrower which will leave the Lender (after the payment of the refund to the Borrower) in the same after-tax position as it would have been if the Tax Deduction had not been made by the Borrower, provided that the Borrower has fully complied with its obligations under this clause 12.

12.3   Tax Indemnity

(a)   The Borrower shall, within five (5) Business Days of demand by the Lender, indemnify the Lender against any Taxes (other than Excluded Taxes and any Taxes covered under clause 12.1) deducted, withheld, incurred or accounted for by the Lender in respect of any of the Finance Documents, irrespective of whether such Taxes were correctly assessed or demanded.

(b)   The Lender making, or intending to make, a claim pursuant to this clause 12 shall promptly notify the Borrower of the event which will give, or has given, rise to the claim. The Lender shall deliver a certificate to the Borrower, which specifies in reasonable detail the amount payable under this clause and the basis for the calculation of that amount.

(c)   The Borrower shall pay and, within five (5) Business Days of demand therefor, indemnify the Lender against any cost, loss or liability the Lender incurs in relation to all stamp duty, registration and other similar Taxes payable in respect of any Finance Document.

12.4   VAT

(a)   All consideration expressed to be payable under a Finance Document by the Borrower to the Lender shall be deemed to be exclusive of any applicable VAT. If VAT is chargeable on the Loan made by the Lender to the Borrower in connection with a Finance Document or on any interest thereunder, the Borrower shall pay to the Lender

(in addition to and at the same time as paying the consideration) an amount equal to the amount of the VAT.

(b) Where a Finance Document requires the Borrower to reimburse the Lender for any costs or expenses incurred by the Lender with respect to such Finance Document, the Borrower shall also at the same time pay and indemnify the Lender against all VAT incurred by the Lender in respect of those costs or expenses to the extent that the Lender reasonably determines that it is not entitled to a refund of the VAT by way of a credit, rebate, or repayment or similar mechanism under Applicable Law.

12.5   FATCA Information

(a) Subject to clause12.5(c), each Party shall, within ten (10) Business Days of a reasonable request by another Party:

1. confirm to that other Party whether it is (i) a FATCA Exempt Party; or (ii) not a FATCA Exempt Party;

2. supply to that other Party such forms, documentation and other information relating to its status under FATCA as that other Party reasonably requests for the purposes of that other Party's compliance with FATCA; and

3. supply to that other Party such forms, documentation and other information relating to its status as that other Party reasonably requests for the purposes of that other Party's compliance with any other law, regulation, or exchange of information regime.

(b) If a Party confirms to another Party pursuant to clause 12.5(a)(1 au-dessus that it is a FATCA Exempt Party and it subsequently becomes aware that it is not, or has ceased to be a FATCA Exempt Party, that Party shall notify that other Party reasonably promptly.

(c) clause 12.5 (a) shall not oblige any Party to do anything, and clause 12.5 (a)(3) above shall not oblige any other Party to do anything, which would be or might in its reasonable opinion constitute a breach of any law or regulation; any fiduciary duty; or any duty of confidentiality.

(d) If a Party fails to confirm whether or not it is a FATCA Exempt Party or to supply forms, documentation or other information requested in accordance with clause 12.5(a)(1) or (a)(2) above (including, for the avoidance of doubt, where clause 12.5 (c) above applies), then such Party shall be treated for the purposes of the Finance Documents (and payments under them) as if it is not a FATCA Exempt Party until such time as the Party in question provides the requested confirmation, forms, documentation or other information.

(e) FATCA Deduction. Each Party may make any FATCA Deduction it is required to make by FATCA, and any payment required in connection with that FATCA Deduction, and no Party shall be required to increase any payment in respect of which it makes

such a FATCA Deduction or otherwise compensate the recipient of the payment for that FATCA Deduction.

Each Party shall promptly, upon becoming aware that it must make a FATCA Deduction (or that there is any change in the rate or the basis of such FATCA Deduction) notify the Party to whom it is making the payment.

13. REPRESENTATIONS AND WARRANTIES

Unless otherwise specified, the Borrower makes the representations and warranties set out in this clause 13 to the Lender on the date of this Agreement, and repeats these representations and warranties (i) on the date of each Borrowing Notice, (ii) on the date on which a Security Interest created under the Security Documents is perfected/registered, (iii) on each day any new Collateral is added, and (iv) on each day on which the Borrower makes any payment to the Lender under this Agreement.

13.1 Organisations, Corporate Power and Authority

The Borrower represents and warrants that:

(a) it is a company duly organised or incorporated and validly existing and in good standing under the laws of the jurisdiction of its organisation or incorporation, and it has full corporate power and authority to execute the Finance Documents and to perform its obligations thereunder;

(b) it has the power to own its assets and carry on its business as it is being conducted;

(c) no proceedings are pending or threatened for the winding-up, dissolution or similar process against it; and

(d) all necessary governmental and other consents, approvals, licenses, authorisations and corporate resolutions to enable the Borrower to enter into and perform its obligations under the Finance Documents have been obtained or passed, as the case may be, and are, and will remain, in full force and effect to make the obligations assumed under the Finance Documents valid, binding and enforceable in accordance with the terms thereof.

13.2 Legal, Valid and Binding Obligations

The Borrower represents and warrants that:

(a) the obligations of the Borrower under the Finance Documents constitute legal, valid, binding and enforceable obligations;

(b) the choice of law as provided for in this Agreement as the governing law of this Agreement will be recognised and enforced in the Borrower's jurisdiction of incorporation or residence (as the case may be); and

(c) the execution and performance of the Finance Documents and compliance with the terms hereof do not, and will not:

1. contravene or violate any law, authorization or order applicable to the Borrower,

2. conflict with or result in a breach of the terms and conditions of, or constitute a default or require any consent under, the constitutional documents of the Borrower or any Material Agreement; or

3. result in the imposition of any Encumbrance under any agreement or instrument to which the Borrower is a party or by which it or any of its assets are bound.

13.3 Use of the Loan

The Borrower represents and warrants that it will use the proceeds of the Loan exclusively for the purpose set out in clause 4.3 (Purpose).

13.4 No Default

The Borrower represents and warrants that:

(a) no Default or Event of Default is continuing or is reasonably likely to result from the performance of any of its obligations under the Finance Documents;

(b) no other event or circumstance is outstanding which constitutes a default under any other agreement or instrument which is binding on the Borrower or to which its assets are subject which might have a Material Adverse Effect.

13.5 Information

All information supplied by or on behalf of the Borrower to the Lender in connection with the Finance Documents is true and accurate in all material respects as at the date it was provided or (if appropriate) as at the date (if any) at which it is stated to be given, and the Borrower has not omitted to supply any information which if disclosed might make the information supplied untrue or misleading in any material respect.

13.6 Encumbrances

All Collateral and the Security Interests granted to the Lender under the Security Documents are free of any material or legal deficiencies and in particular are not the subject of any lock-up agreement, sale restrictions or other restrictions and may be sold by the Borrower and/or the Lender at any time. Furthermore, the Borrower represents that, save for the Security Interest granted to the Lender pursuant to the Security Documents, no Encumbrance of any kind exists over the Collateral.

13.7   Ranking

The Borrower's payment obligations under the Finance Documents rank at least *pari passu* with the claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applying generally.

13.8   Litigation

No litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency which, if adversely determined, are reasonably likely to have a Material Adverse Effect have (to the best of their knowledge and belief) been started or threatened against the Borrower and/or the Collateral (or any portion thereof).

13.9   No Filings and Stamp Duty

Except for the registration of the Hypothec at the RPMRR, it is not necessary that this Agreement, any Security Document or any other Finance Document is filed, recorded or enrolled with any court or other authority, and no stamp, registration or similar Tax needs to be paid on or in relation to this Agreement or any other Finance Document.

13.10   Sanctions

The Borrower represents and warrants that neither it nor any of its Affiliates is, neither was it nor any of its Affiliates at any time in the past, subject to any sanctions, restrictions or embargoes administered from time to time by any Sanctions Authority.

13.11   Money laundering

All utilizations made by the Borrower under this Agreement will be made solely for its own account and the Borrower complies with all applicable anti-money laundering regulations or any equivalent regulations in any relevant jurisdiction.

13.12   Tax

The Borrower will comply with all Tax regulations including making any deduction or withholding for or on account of Tax from any payment it may make under this Agreement or any other Finance Document to the Lender. For the avoidance of doubt, this clause 13.12 shall not affect the Borrower's undertakings set forth in clause 12 (Tax) and any analogous undertakings of the Borrower under any Finance Document.

14.   GENERAL UNDERTAKINGS AND COVENANTS

Notwithstanding any undertaking under clause 10.2 and unless otherwise specified below, the Borrower agrees to be bound by the covenants set out in this clause 14.

14.1   Financial Statements and Information

The Borrower shall supply to the Lender such information relating to the assets, business, financial condition, operations, performance or prospects of its business, as the Lender may reasonably request from time to time in line with customary banking practice, including, but not limited to, shareholder structure, forward looking business plans, historical productivity data, etc.

The Borrower shall supply to the Lender:

(a)   Its audited financial statements for the financial year 2021;

(b)   as soon as the same become available, but in any event within ninety (90) days after the end of each of its financial years, its audited financial statements for that financial year; and

(c)   such other information relating to its assets, business, financial condition, operations, performance as the Lender may reasonably request in line with customary banking practice.

14.2   Notifications

The Borrower shall immediately notify the Lender of (i) the occurrence of any Default or any event listed in clause 8.2 (Mandatory prepayment) and 8.3 (Prepayment upon request), (ii) the details of any litigation, arbitration or administrative proceedings which are current, threatened or pending against the Borrower and/or the Collateral (or any portion thereof) and which would represent, if adversely determined, a Material Adverse Effect, (iii) any other circumstances or events which represent a Material Adverse Effect or is likely to have a detrimental effect on any Security Interest granted by the Borrower to the Lender.

14.3   Corporate Structure and Change of Control

The Borrower shall not (i) enter into any amalgamation, demerger, merger, liquidation, dissolution, winding-up, consolidation, reorganization, corporate reconstruction or any other analogous transaction or procedure (including but not limited to new subsidiaries and new material intercompany agreements etc.), or (ii) effect or allow to be effected any change of control of its share capital or business without the prior written consent of the Lender.

14.4 ESG

The Borrower shall undertake and commit, as of the date of this Agreement and thereafter during the Term of this Agreement, to operate the Mining Equipment allocated to the Lender only by using energy from renewable sources, including, but not limited to, hydropower or geothermic, solar or wind power. The share of energy from renewable sources, measured in megawatt hours (Mw/h), shall be at least 95 per cent of total energy consumption for mining operations directly or indirectly performed by the Borrower; in the event that the Borrower is unable to meet that percentage, the difference between 95 per cent of total energy consumption and the actual energy consumption from renewable sources can be offset by credits purchased from an accredited offset credit program approved by the Lender.

The Borrower shall submit to the Lender, at the Lender's first request, information regarding the providers of energy from renewable sources, the volume of energy from such providers and the total energy consumed for mining operations directly or indirectly performed by the Borrower. This information shall be supported, at the Lender's first request, by adequate documentary evidence, including relevant agreements and account statements.

14.5 Lender's Control Rights

In order for the Lender to verify compliance with the duties and obligations assumed by the Borrower under the terms of this Agreement, the Lender shall have the following rights, to be exercised by the Lender or any agent, representative, contractor, or employee appointed by the Lender:

(a) Direct access to Mining Pool's directories, enabling real-time audit from the Cryptocurrency mining activity. If a direct access is not permitted or possible, the Borrower shall provide other means to enable such real-time auditing, such as Borrower's Proprietary Portal/Directory that tracks the mining activity.

(b) Permission to enter, at the Lender's first request, the Borrower's premises (including the Leased Premises) at any time and from time to time during normal business hours for the purpose of conducting any audits, tests, inspections, and examinations, including, without limitation, inspection of Mining Equipment, as the Lender, in its sole discretion, deems necessary, convenient, or proper to determine the condition and use of the Mining Equipment.

14.6 Indebtedness

The Borrower shall not, without the express prior written consent of the Lender, create, incur, assume or permit to exist any indebtedness for borrowed money, except for:

(a) any indebtedness for borrowed money under the Finance Documents; and

(b) any indebtedness for borrowed money in connection with the purchase, leasing or acquisition of equipment in the ordinary course of business of the Borrower not to

exceed at any time an aggregate outstanding principal amount of USD500,000 (or its equivalent in any other currency or currencies); or

(c)   any other indebtedness for borrowed money not to exceed at any time an aggregate outstanding principal amount of USD500,000 (or its equivalent in any other currency or currencies).

15.   EVENTS OF DEFAULT

Each of the events or circumstances set out in this clause 15 is an Event of Default (save for clause 15.12 (Acceleration)).

15.1   Non-payment

The Borrower does not pay on the due date any amount payable pursuant to a Finance Document (including, without limitation, any principal, interest or fees) at the place and in the currency in which it is expressed to be payable, unless:

(a)   its failure to pay is caused by administrative or technical error as determined by the Lender in its absolute discretion and payment is made within 3 Business Days of its due date; or

(b)   there are Cryptocurrencies and/or Cash on deposit in the Payment Wallet in an amount or value sufficient to cover the then relevant amount payable pursuant to a Finance Document on the relevant due date, it being understood and agreed by the Parties that this exception will not be applicable to the extent that the Lender is unable to liquidate Cryptocurrencies (or any portion thereof) for any reason whatsoever outside of its control.

15.2   Material Undertakings and Covenants

The Borrower fails to observe or perform any undertaking, covenant, condition or agreement contained in clauses 4.3(a) (Purpose), 7 (Repayment) (other than a failure described in clause 15.1 above), 8.2 (Mandatory Prepayment), 8.3 (Prepayment upon Request), 10 (Security Interests), 14.1 (Financial Statements and Information), 14.3 (Corporate Structure and Change of Control) or 14.6 (Indebtedness).

15.3   Other Obligations

The Borrower fails to observe or perform any undertaking, covenant, condition or agreement contained in this Agreement or any of the other Finance Documents (other than a failure described in clauses 15.1 or 15.2 above) and such default continues unremedied for a period

of 15 days from the earlier of (i) the date the Borrower becomes aware of such default, and (ii) the date the Lender delivers a notice of such default to the Borrower.

15.4 Misrepresentation

Any representation or statement made or deemed to be made by the Borrower in the Finance Documents or in any other document delivered by or on behalf of the Borrower under or in connection with any Finance Document is or proves to have been incorrect or misleading in any material respect when made or deemed to have been made.

15.5 Cross default

Any of the following events occurs:

(a) Any Indebtedness of the Borrower is not paid when due or within any originally applicable grace period.

(b) Any Indebtedness of the Borrower is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default thereunder (however described).

(c) Any commitment for any Indebtedness of the Borrower is cancelled or suspended by a creditor of the Borrower as a result of an event of default thereunder (however described).

(d) No Event of Default will occur under this clause 15.5 if the aggregate amount of Indebtedness or commitment for Indebtedness falling within paragraphs (a) to (c) above is less than USD500,000 (or its equivalent in any other currency or currencies).

15.6 Insolvency Proceedings

(A) The Borrower:

(i) admits in writing that it is insolvent;

(ii) commits an act of bankruptcy under the BIA, files a voluntary assignment in bankruptcy under the BIA, makes a proposal (or files a notice of its intention to do so) under the BIA or seeks any other relief in respect of itself under the BIA;

(iii) institutes any proceedings seeking relief in respect of itself under the CCAA;

(iv) institutes any proceeding seeking relief in respect of itself under the WURA;

(v) in addition to the foregoing, institutes any other proceeding seeking: (a) to adjudicate itself an insolvent person or a bankrupt; (b) to liquidate, dissolve or wind-up its business or assets; (c) to compromise, arrange, adjust or declare a moratorium in respect of the payment of, its debts; (d) to stay the rights of creditors generally (or any

class of creditors); (e) any other relief in respect of itself under any federal, provincial or foreign Applicable Law now or hereafter in effect relating to bankruptcy, winding-up, insolvency, receivership, restructuring of business, assets or debt, reorganization of business, assets or debt or protection of debtors from their creditors (such Applicable Law includes any applicable corporations legislation to the extent the relief sought under such corporations legislation relates to or involves the compromise, settlement, adjustment or arrangement of debt); or (f) any other relief which provides for plans or schemes of reorganization, plans or schemes of arrangement or plans or schemes of compromise, in respect of itself, to be submitted or presented to creditors (or any class of creditors);

(vi) applies for the appointment of, or has a receiver (either court or privately appointed), interim receiver, receiver/manager (either court or privately appointed), sequestrator, conservator, custodian, administrator, trustee, monitor, liquidator or other similar official appointed in respect of it, or any substantial part of its property; or

(vii) threatens to do any of the foregoing, or takes any action, corporate or otherwise, to approve, effect, consent to or authorize any of the actions described in this clause 15.6 (A).

(B) Any petition is filed, application made or other proceeding instituted against or in respect of the Borrower:

(i) seeking to adjudicate it an insolvent person;

(ii) seeking a bankruptcy order against it under the BIA;

(iii) seeking to institute proceedings against it under the CCAA;

(iv) seeking to institute proceedings against it under the WURA;

(v) seeking, in addition to the foregoing: (a) to adjudicate it an insolvent person or a bankrupt; (b) to liquidate, dissolve or wind-up its business or assets; (c) to compromise, arrange, adjust or declare a moratorium in respect of the payment of, its debts; (d) to stay the rights of creditors generally (or any class of creditors); (e) any other relief in respect of it under any federal, provincial or foreign Applicable Law now or hereafter in effect relating to bankruptcy, winding-up, insolvency, receivership, restructuring of business, assets or debt, reorganization of business, assets or debt, or protection of debtors from their creditors (such Applicable Law includes any applicable corporations legislation to the extent the relief sought under such corporations legislation relates to or involves the compromise, settlement, adjustment or arrangement of debt); or (f) any other relief which provides plans or schemes of reorganization, plans or schemes of arrangement or plans or schemes of compromise in respect of it, to be submitted or presented to creditors (or any class of creditors); or

(vi) seeking the issuance of an order for the appointment of a receiver, interim receiver, receiver/manager, sequestrator, conservator, custodian, administrator, trustee,

monitor, liquidator or other similar official in respect of it or any substantial part of its property,

and such petition, application or proceeding continues undismissed, or unstayed and in effect, for a period of 30 days after the institution thereof, provided that: (a) if the Borrower fails to contest such petition, application or proceeding the 30 day grace period shall cease to apply; (b) if an order, decree or judgment is issued (whether or not entered or subject to appeal) against the Borrower thereunder within the 30 day period, such grace period will cease to apply, and (c) if the Borrower files an answer or other responding materials admitting the material allegations of a petition, application or other proceeding filed against it, such grace period will cease to apply.

(C) Any other event occurs which, under the Applicable Laws of any applicable jurisdiction, has an effect equivalent to any of the events referred to in either of limbs (A) or (B) of this clause 15.6.

15.7   Creditors' process and Judgments

(A) Any expropriation, attachment, sequestration, distress or execution or any analogous event affects any asset or assets of the Borrower having an aggregate value of in excess of USD100,000 (or its equivalent in any other currency or currencies).

(B) If a final judgment or award is rendered against the Borrower for an amount in excess of USD100,000 (or its equivalent in any other currency or currencies) and such judgment or award remains unsatisfied 30 days after having become enforceable.

15.8   Unlawfulness

It is or becomes unlawful for the Borrower to perform any of its obligations under the Finance Document.

15.9   Repudiation

The Borrower repudiates a Finance Document or evidences an intention to repudiate a Finance Document or, in the opinion of the Lender, the validity, ranking, liquidity or effectiveness (directly or indirectly) of any of the Security Interests granted for the benefit of the Lender are challenged or decrease or any Security Interest granted for the benefit of the Lender becomes unrealisable or any circumstance has a negative impact on any such Security Interest.

15.10   Material Adverse Change

Any event, change or circumstance occurs which in the opinion of the Lender, has or is reasonably likely to have a Material Adverse Effect.

15.11   Sanctions

The Borrower breaches or fails to comply with clause 4.4 (Restrictions) or the Borrower becomes a Restricted Party.

15.12   Acceleration

On and at any time after the occurrence of an Event of Default, the Lender may by written notice to the Borrower:

(a) declare that all or part of the Loan, together with accrued interest thereon, and all other amounts accrued or outstanding under the Finance Documents be immediately due and payable, whereupon they shall become immediately due and payable, without presentment, demand, protest or other notice of any kind except as set out earlier in this clause, all of which are hereby waived by the Borrower, and, in the case of any event described in clause 15.6, the principal of the Loan, together with accrued interest thereon, and all other amounts accrued or outstanding under the Finance Documents shall automatically become due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower; and/or

(b) declare that all or part of the Loans be payable on demand, whereupon they shall immediately become payable on demand by the Lender; and/or

(c) to the extent any amounts immediately due and payable according to this clause 15.12 are not paid immediately, take any measures to enforce or to realize any Security Interest created under the Security Documents.

16.   CHANGES TO PARTIES

16.1   Assignments and transfers by the Lender

Subject to this clause 16, the Lender (the "**Existing Lender**") may:

(a)   assign any of its rights and ancillary rights under the Finance Documents; or

(b)   transfer by novation or otherwise any of its rights and obligations under the Finance Documents,

to another bank or financial institution or to a trust, fund or other investors which is regularly engaged in, or established for, the purpose of making, purchasing or investing in loans, securities or other financial assets (the "**New Lender**").

An assignment or transfer may be conducted on such terms and conditions as agreed between the Existing Lender and the New Lender.

16.2   Assignments and transfers by the Borrower

The Borrower may not assign any of its rights or transfer any of its rights or obligations under the Finance Documents, except by way of granting a Security Interest to the Lender under the Security Documents.

17.   PAYMENTS

17.1   Time and Account

(a)   On each date on which the Borrower or the Lender is required to make a payment under a Finance Document, the Borrower or the Lender shall make the same available (unless a contrary indication appears in a Finance Document) for value on the due date at the time and in such funds specified by the Lender as being customary at the time for settlement of transactions in the relevant currency in the place of payment.

(b)   The Lender may charge any and all payments to be made to the Lender under this Agreement to the following account of the Borrower: ███████████████ █████

(c)   The Borrower shall procure that sufficient funds are credited to such account to meet its payment obligations when they become due under the Finance Documents.

17.2   No set-off by the Borrower

All payments to be made by the Borrower under the Finance Documents shall be calculated and be made without (and free and clear of any deduction for) compensation, set-off or counterclaim.

17.3   Business Days

Any payment which is due to be made on a day that is not a Business Day shall be made on the next Business Day.

17.4   Currency of account

Unless the Borrower and the Lender otherwise agree in writing, each payment shall be made in CHF, which is the currency of account and any payment under the Finance Documents.

18. CURRENCY INDEMNITY

If, for the purposes of obtaining judgment in any court in any jurisdiction with respect to this Agreement or any other Finance Document, it becomes necessary to convert into a particular currency (the "**Judgment Currency**") any amount due under this Agreement or under any other Finance Document in any currency other than the Judgment Currency (the "**Currency Due**"), then conversion shall be made at the rate of exchange prevailing on the Business Day before the day on which judgment is given. For this purpose "rate of exchange" means the rate at which the Lender is able, on the relevant date, to purchase the Currency Due with the Judgment Currency in accordance with its normal practice. In the event that there is a change in the rate of exchange prevailing between the Business Day immediately preceding the day on which the judgment is given and the date of receipt by the Lender of the amount due, the Borrower shall, on the date of receipt by the Lender, pay such additional amounts, if any, or be entitled to receive reimbursement of such amount, if any, as may be necessary to ensure that the amount received by the Lender on such date is the amount in the Judgment Currency which when converted at the rate of exchange prevailing on the date of receipt by the Lender is the amount then due under this Agreement or such other Finance Document in the Currency Due. If the amount of the Currency Due which the Lender is so able to purchase is less than the amount of the Currency Due originally due to it, the Borrower shall indemnify and save the Lender harmless from and against all loss or damage arising as a result of such deficiency. This indemnity shall constitute an obligation separate and independent from the other obligations contained in this Agreement and the other Finance Documents, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by the Lender from time to time and shall continue in full force and effect notwithstanding any judgment or order for a liquidated sum in respect of an amount due under this Agreement or any other Finance Document or under any judgment or order.

19. SET-OFF AND COMPENSATION

At any time that Borrower has failed (beyond any grace period permitted by Lender) to perform or observe any of its undertakings, covenants or obligations under the Finance Documents, the Lender is authorized at any time to set-off or operate compensation and apply any funds held by it and for the credit of the Borrower against any amount due and payable by the Borrower under the Finance Documents.

20. FEES, COSTS, INDEMNITIES, TAXES AND CHARGES

20.1 General

All Taxes, fees, legal costs and/or other costs arising in connection with the Finance Documents, compensations, disbursements accounting fees and valuation fees (whether initiated by the Borrower or the Lender), if any (as determined by the Lender), shall be paid by the Borrower.

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20.2   Other Fees

The Lender may charge fees for the verification, modification, monitoring, and administration of Loans as well as for extra-ordinary expenses. The fees shall be indicated in writing prior to the appropriate action being taken. The Borrower may view a list of the currently applicable fees at Lender's site at any time. The Lender reserves the right to introduce and modify fees at any time. These will be notified to the Borrower in an appropriate fashion.

20.3   Transaction expenses

The Borrower shall promptly on demand pay the Lender the amount of all costs and expenses (including legal fees) reasonably incurred by it in connection with the negotiation, preparation, printing, execution of:

(a)   the Finance Documents (including this Agreement and any other documents referred to in this Agreement); and

(b)   any other Finance Documents executed after the date of this Agreement.

20.4   Amendment Costs

If the Borrower requests an amendment, waiver or consent the Borrower shall, within three (3) Business Days of demand, reimburse the Lender for the amount of all costs and expenses (including legal fees) reasonably incurred by the Lender in responding to, evaluating, negotiating or complying with that request or requirement.

20.5   Enforcement Costs

The Borrower shall, within three (3) Business Days of demand, pay to the Lender the amount of all costs and expenses (including legal fees) incurred by the Lender in connection with the enforcement of, or the preservation of any rights under, any Finance Document.

20.6   Indemnification

The Borrower shall, within three (3) Business Days of demand, indemnify the Lender against any damages, cost, losses, expenses, claims or liabilities incurred by the Lender as a result of:

(a)   the occurrence of any Event of Default;

(b)   a Loan (or part of a Loan) not being prepaid in accordance with a notice of prepayment given by the Borrower.

21.   Swiss Banking Secrecy

The Borrower grants to the Lender an unconditional waiver regarding Swiss banking secrecy law as follows: the Lender shall be authorised to hold, process and exchange all necessary information in connection with the implementation and execution of the Finance Documents, including, but not limited to, the Borrower's name, domicile and address, all terms and conditions of the Finance Documents and other data within its own offices in Switzerland and abroad as well as within its other members of the Lender's group and to its external professional advisors (including, for the avoidance of doubt, its external Swiss and/or foreign legal counsels). This waiver also comprises data stored on electronic media. The Lender will continue to take all necessary internal security measures to protect and safeguard the confidentiality of customer data. The customer data is subject to the laws of those jurisdictions where access to the data is possible. The Borrower recognises that any information disclosed in connection with this transaction worldwide will be subject to foreign laws and will not be covered by Swiss law including Swiss bank-client confidentiality rules. Foreign laws and regulations may not necessarily offer the same level of confidentiality, bank-client confidentiality or data protection as Swiss law do, and may require the Lender and/or external professional advisors to disclose all or any part of the information to the authorities of other third parties.

In addition to the above, the Lender may disclose to any person (and to that extent the Borrower hereby releases the Lender from all banking secrecy and further domestic and international confidentiality obligations, including with respect to any data transfer to and from abroad):

(a)   to (or through) whom it assigns or transfers (or may potentially assign or transfer) all or any of its rights and/or obligations under one or more Finance Documents and to any of that person's Affiliates, representatives and professional advisers;

(b)   with (or through) whom it enters into (or may potentially enter into), whether directly or indirectly, any sub-participation in relation to, or any other transaction under which payments are to be made or may be made by reference to, one or more Finance Documents and to any of that person's Affiliates, representatives and professional advisers;

(c)   who invests in or otherwise finances (or may potentially invest in or otherwise finance), directly or indirectly, any transaction referred to in paragraph (a) or (b) above;

(d)   who it contacts for the purpose of confirming that any transfer of the shares or dividend payments or other distributions, entry into or exercise of a derivative transaction relating to any securities forming part of the Collateral does not violate any securities laws applicable to the issuer of such securities;

(e)   to whom information is, in the view of the Lender, required or requested to be disclosed (including, without limitation, as a result of, or to permit, any enforcement of a Security Interest under any Security Document and any disclosure required in connection with that enforcement or to get guidance or a license for a particular

wind-down) by any court of competent jurisdiction or any governmental, taxation or other regulatory authority or any Sanctions Authority or the rules of any relevant stock exchange or pursuant to any applicable law or regulation;

in each case, such confidential information as the Lender shall consider appropriate and, in case of a), b), c) and d) above, if the person to whom the confidential information is to be given has entered into a confidentiality undertaking or is subject to professional obligations to maintain the confidentiality of the information or is otherwise bound by requirements of confidentiality in relation to the confidential information.

22. RISK CONSIDERATIONS

The Borrower confirms that it was expressly informed by the Lender that the transactions contemplated by the Finance Documents may be subject to price fluctuations, interest rate and currency risks.

The Borrower acknowledges and agrees that:

(a)   the Lender is not acting as an adviser to, or asset manager for the Borrower in respect of the transactions contemplated by the Finance Documents;

(b)   it has such sophistication, knowledge and experience in financial and business matters that it is capable of evaluating the merits, risks and suitability of entering into the transactions contemplated by the Finance Documents (the "Transaction");

(c)   it has discussed the Transaction and the accounting and tax treatment that it intends to accord to the Transaction with its respective independent external auditors, its tax advisors and independent counsels;

(d)   the Lender shall not be liable to any third party for any damages, cost, losses, expenses, claims or liabilities incurred by any such third party in connection with the Finance Documents and/or the transactions or activities contemplated hereby or thereby.

23. FURTHER ASSURANCE

The Borrower shall perform (or procure the performance of) all further acts and things and execute and deliver (or procure the execution and delivery of) such further documents as may be required by law or as may be necessary or reasonably required by the Lender to implement and give effect to the Financing Documents and the transactions contemplated therein.

24. NOTICE

(a) All notices or other communications to be given under or in connection with this Agreement shall be in writing and (unless otherwise required by statutory law) in English and shall be delivered by hand, by registered mail (return receipt requested),

by email, by an internationally recognized courier or, unless the Lender determines otherwise for notices addressed to the Lender, by telefax.

If to the Lender:

Head of Credit & Lending
Uetlibergstrasse 134a, 8045 Zürich, Switzerland
Francisco.arruda@sygnum.com and credit@sygnum.com
+41-58-508-2000

If to the Borrower:

Canada Computational Unlimited Inc.
289 Dugas Street
Joliette, Québec, J6E 4H1
Canada

Email: accounting@bysato.com
Fax: +1 514-858-7879

or any substitute address, email or fax number as a Party may notify to the other in accordance with the above by giving not less than 5 calendar days' notice unless otherwise specified in this Agreement.

(b) Any notice to be given hereunder shall be given prior to the expiry of a term or deadline set forth in the Finance Documents or by applicable law. All notices, communications, documents or other information shall be effective irrespective of whether received prior to or after the expiry of such term or deadline (provided that the notice was timely and duly given in accordance with this Agreement).

25. ENTIRE AGREEMENT

Subject to this Agreement, including the Annexes and any other documents referred to herein, this Agreement constitutes the entire agreement and understanding among the Parties with respect to the subject matter hereof, and shall supersede all prior oral and written agreements or understandings of the Parties relating hereto. All references to this Agreement shall be deemed to include, as the context requires, the Annexes attached hereto.

The "General Terms and Conditions" and the " Custody Regulations" of the Lender form an integral part of this Agreement, provided that in the event of any inconsistency with any term of this Agreement, this Agreement shall prevail.

26. SEVERABILITY

If, at any time, any provision of the Finance Documents is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of any such provision under the law of any other jurisdiction will in any way be affected or impaired.

The illegal, invalid or unenforceable provision shall be replaced by a provision which best meets the intent of the replaced provision.

27. REMEDIES AND WAIVERS

No failure to exercise, nor any delay in exercising, on the part of the Lender, any right or remedy under the Finance Documents shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in the Finance Documents are cumulative and not exclusive of any rights or remedies provided by law.

28. AMENDMENTS AND WAIVERS

Save as otherwise expressly permitted in this Agreement, any term of the Finance Documents may be amended or waived only with the written consent signed by the Lender and the Borrower, and any such amendment or waiver will be binding on all Parties.

29. PASSWORDS AND SECURITY

Each Party is responsible for maintaining adequate security and control of any and all passwords, private keys, and any other codes that it uses to transfer or receive Cryptocurrencies hereunder. Each Party will be solely responsible for the private keys that it uses to make transfers of Cryptocurrencies and maintaining secure back-ups. Each Party will promptly notify the other Party of any security breach of its accounts, systems or networks as soon as possible. To the extent permitted under Applicable Law, each Party will cooperate with the other Party in the investigation of any suspected unauthorized transfers or attempted transfers of Cryptocurrencies using a Party's account credentials or private keys, and any security breach of a Party's accounts, systems, or networks, and provide the other Party with the results of any third-party forensic investigation that it may undertake. Each Party will be responsible for any unauthorized transfers of Cryptocurrencies made utilizing its passwords, private keys, and any other codes it uses to make or receive transfers.

30.   COUNTERPARTS

Each Finance Document may be executed in any number of counterparts, and this shall have the same effect as if the signatures on the counterparts were on a single copy of the Finance Documents. Delivery of an executed counterpart of a signature page to a Finance Document by telecopy or electronic mail will be as effective as physical delivery of a manually executed counterpart of that Finance Document.

31.   PLACE OF PERFORMANCE, GOVERNING LAW AND JURISDICTION

31.1   Place of Performance

The place of performance is the Zurich office of the Lender in the City of Zurich. In case of a Borrower which, now or in the future, has its place of residence or domicile abroad, such place of performance shall also be the place of enforcement (special domicile within the meaning of Article 50 paragraph 2 of the Swiss Federal Law on Debt Enforcement and Bankruptcy).

31.2   Governing law

This Agreement is governed by, and shall be construed in accordance, with the laws of Switzerland (excluding any conflict of laws rules).

31.3   Jurisdiction

(a)   Any dispute, controversy, or claim arising out of, or in relation to, this Agreement or any of the other Finance Documents, including regarding the validity, invalidity, breach, or termination thereof, shall be resolved by the Commercial Court of the Canton of Zurich (Handelsgericht des Kantons Zürich), Zurich, Switzerland.

(b)   The Lender shall, in addition, have the right to institute legal proceedings against the Borrower at any other competent court, in which case Swiss law shall nevertheless be applicable as provided in this clause 31.

31.4   Language

The parties hereto confirm that they have requested that this Agreement and all related documents be drafted in English. *Les parties aux présentes ont exigé que la présente convention et tous les documents connexes soient rédigés en anglais.*

[signature page follows]

Place + Date: July 15, 2022

CANADA COMPUTATIONAL UNLIMITED INC.

(s) Romain Nouzareth

_____
Name: Romain Nouzareth
Position: Chief Executive Officer

(s) Fanny Philip

_____
Name: Fanny Philip
Position: Chief Operating Officer

Place + Date: July 15, 2022

SYGNUM BANK AG

(s) Francisco Arruda

_____
Name: Francisco Arruda
Position: Head of Credit and Lending

(s) Thomas Eichenberger

_____
Name: Thomas Eichenberger
Position: Head of Business Units

ANNEX I: DEFINITIONS

"Affiliate" means, with respect to any person, another person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with, such person.

"Airdrop" means a distribution of a new token or tokens resulting from the ownership of a separate token, where the distribution of new tokens can be definitively calculated according to its distribution method, such as a *pro rata* distribution based on the amount of the relevant Cryptocurrency held at a specified time.

"Allocated Mining Capacity" shall have the meaning assigned in clause 7.2(b).

"Agreement" means this master loan agreement, as the same may be amended, restated, extended or otherwise modified from time to time.

"Applicable Law" means any applicable national, federal, supranational, state, regional, provincial, territorial, municipal, local or other statute, law, ordinance, regulation, rule, code, guidance, order, published practice or concession, regulatory requirement, judgment or decision of an authority.

"BIA" means the *Bankruptcy and Insolvency Act* (Canada).

"Bitcoin" (also known as "BTC") means digital currency and payment system using peer-to-peer transactions verified by the network nodes and registering in a public distributed ledger called blockchain.

"Borrowing Notice" means a notice substantially in the form in Annex III.

"Business Day" means any day on which banks and foreign exchange markets are open for business in Zurich, Switzerland.

"Cash" shall mean money, currency or a credit balance in any payment or deposit account.

"CCAA" means the *Companies' Creditors Arrangement Act* (Canada).

"CHF" means the lawful currency of Switzerland.

"Closing Date" means July 15, 2022, being the date on which all of the conditions set out in clause 9 are met or waived pursuant to that clause.

"Collateral" means, collectively, the property described in, and subject to, the Security Interests purported to be created under the Security Documents in favour of the Lender, including, without limitation, the Mining Equipment.

"Control" means, in respect of a particular person, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such person, whether through the ability to exercise voting power, by contract or otherwise. "Controlling" and "Controlled" have meanings correlative thereto.

"Cryptocurrency" shall mean Bitcoin or any other digital assets that qualify as a virtual payment instrument as defined in subsection 123(1) of the Excise Tax Act (Canada) and which are, from time to time, acceptable to the Lender in its sole and absolute discretion. Notwithstanding anything whatsoever to the contrary set out in the Finance Documents, the Parties hereby acknowledge, confirm and agree that the Borrower will at all times only be permitted to use the Mining Equipment strictly to mine Bitcoin.

"Custody Regulations" means the custody regulations of the Lender, which have been acknowledged and agreed to in writing by the Borrower prior to the date hereof.

"Default" means an Event of Default or any event or circumstance specified in clause 15 (Events of Default) which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Default.

"Direction of Payment" means written instructions addressed to the Lender by the Borrower pursuant to which the Borrower directs the Lender to transfer, *inter alia*, the relevant portion of the proceeds of the Loan directly to the supplier, vendor or manufacturer (as the case may be) of the Mining Equipment in payment of the purchase price thereof. A Direction of Payment may be included within the Borrowing Notice or be a standalone document.

"Dollar" or "USD" means the lawful currency of the United States of America.

"Encumbrance" means a Security Interest in favour of a third party.

"Enforcement" means the foreclosure, the exercise of hypothecary recourses or any other kind of realization (or the like) in any relevant jurisdiction of, or enforcement of rights or remedies under a Security Interest or the Security Documents over, the Collateral (or any portion thereof).

"Event of Default" means any event or circumstance specified as such in clause 15 (Events of Default).

"Excess Cryptocurrencies" shall have the meaning assigned in clause 7.2(f).

"Excluded Taxes" means, with respect to the Lender or any other recipient of any payment to be made by or on account of any obligation of the Borrower hereunder, (a) Taxes imposed on or measured by its net income, and franchise Taxes imposed on it (in lieu of net income Taxes), by the jurisdiction in which it is treated a resident for Tax purposes, or by the jurisdiction (or any political subdivision thereof) under the laws of which such Lender or recipient is organized or in which its principal office is located or, in the case of the Lender, in which its applicable lending office is located, (b) any branch profits Taxes or any similar Tax imposed by any jurisdiction in which the Lender is located, (c) any Taxes that are attributable to the Lender's failure or inability to comply with clause 12.1(e), and (d) any Taxes that are required to be deducted or withheld under the ITA or in respect of any payment or deemed payment under the ITA, to or for the benefit of the Lender by virtue of (i) the Lender not dealing at arm's length for purposes of the ITA with the Borrower at the time of the making of the payment or deemed payment, or (ii) the application of subsection 214(16) ITA, other than where the non-arms'

length relationship or the application of subsection 214(16) ITA arises in connection with or as a result of the recipient having become a party to, received or perfected a security interest under, or received or enforced any rights under the Finance Documents.

"FATCA" means (i) sections 1471 to 1474 of the US Internal Revenue Code of 1986 and any associated regulations; (ii) any treaty, law or regulation of any other jurisdiction, or relating to an intergovernmental agreement between the U.S. and any other jurisdiction, which (in either case) facilitates the implementation of any law or regulation referred to in paragraph (i) above; and (iii) any agreement pursuant to the implementation of any treaty, law or regulation referred to in paragraph (i) or (ii) above with the U.S. Internal Revenue Service, the U.S. government or any governmental or taxation authority in any other jurisdiction.

"FATCA Deduction" means a deduction or withholding from a payment under a Finance Document required by FATCA.

"FATCA Exempt Party" means a party that is entitled to receive payments free from any FATCA Deduction.

"Finance Documents" means collectively: (i) this Agreement; (ii) the Security Documents; (iii) the General Terms and Conditions; (iv) the Custody Regulations; (iv) the Landlord Waiver; and (v) any other agreement, declaration, schedule or other document explicitly referred to in this Agreement or in any other Finance Document, or each other document designated as such by the Lender and the Borrower.

"Fork" means a change in operating rules of the underlying protocol of a blockchain network that results in more than one version of the network.

"General Terms and Conditions" means the general terms and conditions of the Lender, which have been acknowledged and agreed to in writing by the Borrower prior to the date hereof.

"Hypothec" means that certain deed of hypothec entered into between the Lender and the Borrower on July 14, 2022, pursuant to which the Borrower grants a hypothec to the Lender over the Collateral, and all amendments, replacements, restatements, supplements and substitutions thereto.

"Interest Rate" shall have the meaning designated in clause 6.1.

"Landlord Waiver" shall have the meaning designated in clause 9(j).

"ITA" means the *Income Tax Act*, R.S.C. 1985, c. (5th Supplement).

"Leased Premises" shall have the meaning designated in clause 9(j).

"Liquidity Providers" means market-making entities, such as exchanges and institutional investors, that are, in each case, properly registered with the Lender with the objective of negotiating Cryptocurrencies.

"Loan" means the fixed term loan made or to be made in accordance with the provisions of this Agreement.

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"Material Adverse Effect" means an effect which the Lender in its discretion considers materially adverse on (i) the business or financial condition of the Borrower; (ii) the ability of the Borrower to perform its obligations under the Finance Documents; (iii) the validity or enforceability of, or the priority and ranking of any Security Interest granted or purported to be granted pursuant to the Security Documents or any right or remedy of the Lender in respect of the Finance Documents; or (iv) the business, assets, liability (actual or contingent), capitalization, operations or prospects of the Borrower such that the Borrower would be reasonably likely to be unable to perform its payments obligations under any of the Finance Documents.

"Material Agreement" means any contract, licence or agreement (i) to which the Borrower is a party or bound, (ii) which is material to, or necessary in, the operation of the business of the Borrower, and (iii) which the Borrower cannot promptly replace by an alternative and comparable contract with comparable commercial terms.

"Mining Equipment" means, collectively, the servers and power supplies owned and operated by the Borrower to produce the mining power required under this Agreement, the whole as more fully described in Annex IV.

"Mining Pool" means a joint group of cryptocurrency miners who combine their computational resources over a network to strengthen the probability of finding a block or otherwise successfully mining for Cryptocurrency.

"Monthly Instalment" shall have the meaning designated in clause 7.1.

"Net Liquidation Proceeds" shall have the meaning designated in clause 7.2(e).

"New Tokens" shall have the meaning designated in clause 11.2(a).

"Outstanding Principal Amount" means the amount equivalent to the aggregate outstanding principal amount of the Loan at a given point of time.

"Party/Parties" means a party/the parties to this Agreement.

"Payment Wallet" shall have the meaning designated in clause 7.2(a).

"Pledge Agreement" means that certain pledge agreement (governed by the laws of Switzerland) entered into between the Lender and the Borrower on July 15, 2022, pursuant to which the Borrower grants a pledge to the Lender over, *inter alia*, the Payment Wallet and the Cryptocurrencies and/or Cash deposited therein from time to time.

"Proprietary Portal/Directory" is any online solution managed by the Borrower that allows the Lender to check the mining productivity and rewards related to this Agreement.

"Principal Amount" shall have the meaning designated in clause 4.1.

"Restricted Country" means Iran, North Korea, Sudan, Cuba, Syria, the Russian Federation, Belarus and/or any other country or region that is the subject of economic and/or trade sanctions as notified in writing by the Lender to the Borrower from time to time.

"Restricted Party" means any person, entity or other party that is: (i) a government of a Restricted Country; (ii) subject to any sanctions or named on any sanction lists administered by a Sanctions Authority; or (iii) owned or controlled by a person, entity or other party referred to in paragraphs (i) to (ii) above.

"RPMRR" means the Register of Personal and Movable Real Rights of Quebec.

"Sanctions Authority" means any of (i) the Swiss State Secretariat for Economic Affairs (SECO); (ii) the Swiss directorate of International Law (DIL); (iii) the United Nations (UN); (iv) the European Union (EU); (v) Her Majesty's Treasury of the United Kingdom (HMT) (vi) the Hong Kong Monetary Authority (HKMA); (vii) the Monetary Authority of Singapore (MAS); (viii) the United States Treasury Department's Office of Foreign Assets Control (OFAC); (ix) the Government of Canada (or any instrumentality, agency or subdivision thereof) and/or (x) any other body of any other jurisdiction as notified in writing by the Lender to the Borrower from time to time.

"Secured Obligations" shall have the meaning assigned in clause 10.1(a).

"Security Documents" means collectively: (i) the Hypothec; (ii) the Pledge Agreement; and (iii) any other document designated as a 'Security Document' by the Lender and the Borrower, which, in each case, grants a Security Interest to the Lender to secure the Secured Obligations.

"Security Interest" means a hypothec, mortgage, charge, pledge, lien or other security interest securing any obligation of the Borrower, or any other agreement or arrangement (including a guarantee or a surety) having a similar effect.

"Spot Rate" means the best available price for selling the Cryptocurrencies within the Lender's network of Liquidity Providers.

"Tax" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any related penalty or interest).

"Tax Deduction" means a deduction or withholding for or on account of Tax from a payment under a Finance Document other than a FATCA Deduction.

"Term" or "Term of the Loan" means the total length of this Agreement as contemplated in clause 4.2.

"Termination Date" means July 15, 2025 or such other date thereafter resulting from a reset under clause 4.2, which, in either case, shall be the date on which the Secured Obligations are indefeasibly paid in full by the Borrower to the Lender.

"Utilization Date" means the date on which the Loan is to be made in accordance with a Borrowing Notice.

"VAT" means value added tax, and sales tax, including any similar tax, which may be imposed in place thereof from time to time.

"WURA" means *Winding Up and Restructuring Act* (Canada).

ANNEX II: MINING POOLS

Mining Pool: Foundry USA Pool

Allocation of mining power to the Mining Pool: 40 PH/s

ANNEX III: FORM OF BORROWING NOTICE

BORROWING NOTICE

Date: _____

TO: SYGNUM BANK AG

Uetlibergstrasse 134a, 8045 Zürich Switzerland

Attention: Head of Credit & Lending

To whom this may concern:

We refer you to the master loan agreement dated as of [●], 2022 entered into between Canada Computational Unlimited Inc., as Borrower, and Sygnum Bank AG, as Lender (which agreement, as same may be amended, supplemented, restated or otherwise modified at any time and from time to time, is hereinafter referred to as the "Loan Agreement").

Unless otherwise defined herein or unless there is something in the subject or the context inconsistent therewith, all capitalized terms and expressions used herein shall have the same meaning as that ascribed to them from time to time in the Loan Agreement.

Pursuant to clause 5.1 of the Loan Agreement, we hereby: (a) request a drawdown under the Loan in the amount of CHF[●]; and (b) direct you to pay all of the proceeds of such drawdown to the following bank account of the supplier, vendor and/or manufacturer of the Mining Equipment in full payment of the purchase price thereof: [*insert bank account details*].

For that purpose we represent and warrant that, as at the date hereof: (a) no Default and/or prepayment upon request event as set forth in clause 8.3 of the Loan Agreement is continuing or would result from the making of the Loan; and (b) the representations and warranties of the Borrower set out in the Loan Agreement are true in all material respects.

Yours truly,

CANADA COMPUTATIONAL UNLIMITED INC.

_____

Name:

Position:

ANNEX IV: DESCRIPTION OF MINING EQUIPMENT

Type	ID
Antminer_S19	YNAHDXDBBJDJA0RMJ
Antminer_S19	YNAHDXDBBJDJA0RLB
Antminer_S19	YNAHDXDBBJDJA0RRE
Antminer_S19	YNAHDXDBBJDJA0RMZ
Antminer_S19	YNAHDXDBBJDJA0RK4
Antminer_S19	YNAHDXBBBJDBG0J3M
Antminer_S19	YNAHDXBBBJDBG0J3W
Antminer_S19	YNAHDXDBBJDJA0RPP
Antminer_S19	YNAHDXDBBJCBH029S
Antminer_S19	YNAHDXABBJDBG0HMG
Antminer_S19	YNAHDXCBBJDBG0KRL
Antminer_S19	YNAHDXBBBJDBG0J4K
Antminer_S19	YNAHDXDBBJDJA0RJN
Antminer_S19	YNAHDXDBBJDJA0RML
Antminer_S19	YNAHDXDBBJDJA0RN3
Antminer_S19	YNAHDXDBBJDJA0RN1
Antminer_S19	YNAHDXDBBJCBH03XY
Antminer_S19	YNAHDXDBBJCBH02SG
Antminer_S19	YNAHDXABBJDBG0HKJ
Antminer_S19	YNAHDXBBBJDBG0G88
Antminer_S19	YNAHDXDBBJDJA0RPT
Antminer_S19	YNAHDXABBJDBG0HMD
Antminer_S19	YNAHDXBBBJDBG0G4E
Antminer_S19	YNAHDXABBJDBG0HKL
Antminer_S19	YNAHDXDBBJDJA0RMY
Antminer_S19	YNAHDXDBBJDJA0NL3
Antminer_S19	YNAHDXDBBJDJA0RKM
Antminer_S19	YNAHDXDBBJCBH0251
Antminer_S19	YNAHDXCBBJDBG0C92
Antminer_S19	YNAHDXCBBJDBG0ATX
Antminer_S19	YNAHDXCBBJDBG0CL7
Antminer_S19	YNAHDXCBBJDBG0JG5

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Antminer_S19	YNAHDXCBBJDBG0K00
Antminer_S19	YNAHDXCBBJDBG0FS6
Antminer_S19	YNAHDXCBBJDBG0JZL
Antminer_S19	YNAHDXCBBJDBG0JZX
MicroBT_M30	SVM1ES2138211124090501233733A05765
MicroBT_M30	SVM1ES2138211124090501233733A05762
MicroBT_M30	SVM1ES2138211124090501233733A05537
MicroBT_M30	SVM1ES2138211124090501233733A05756
MicroBT_M30	SVM1ES2138211124090501233733A05775
MicroBT_M30	SVM1ES2138211124090501233733A05794
MicroBT_M30	SVM1ES2138211124090501233733A05642
MicroBT_M30	SVM1ES2138211124090501233733A05773
MicroBT_M30	SVM1ES2138211124090501233733A05790
MicroBT_M30	SVM1ES2138211124090501233733A05797
MicroBT_M30	SVM1ES2138211124090501233733A05766
MicroBT_M30	SVM1ES2138211124090501233733A05781
MicroBT_M30	SVM1ES2138211124090501233733A05780
MicroBT_M30	SVM1ES2138211124090501233733A05772
MicroBT_M30	SVM1ES2138211124090501233733A05819
MicroBT_M30	SVM1ES2138211124090501233733A05770
MicroBT_M30	SVM1ES2138211124090501233733A05727
MicroBT_M30	SVM1ES2138211124090501233733A05809
MicroBT_M30	SVM1ES2138211124090501233733A05635
MicroBT_M30	SVM1ES2138211123090501233733A05453
MicroBT_M30	SVM1ES2138211124090501233733A05791
MicroBT_M30	SVM1ES2138211123090501233733A05525
MicroBT_M30	SVM1ES2138211124090501233733A05639
MicroBT_M30	SVM1ES2138211123090501233733A05462
MicroBT_M30	SVM1ES2138211124090501233733A05774
MicroBT_M30	SVM1ES2138211124090501233733A05795
MicroBT_M30	SVM1ES2138211124090501233733A05842
MicroBT_M30	SVM1ES2138211124090501233733A05778
MicroBT_M30	SVM1ES2138211124090501233733A05764
MicroBT_M30	SVM1ES2138211123090501233733A05471

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MicroBT_M30	SVM1ES21382111240905 0123733A05771
MicroBT_M30	SVM1ES21382111240905 0123733A05839
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