

AMENDMENT AGREEMENT NO.1
TO MASTER SERVICE AGREEMENT

This amendment agreement No. 1 (the “**Amendment**”) is entered into on this 22nd day of August 2018 by and between the following parties:

- (1) **BITFURY HOLDINGS B.V.**, a corporation incorporated and existing under the laws of the Netherlands, with its principal place of business at Herengracht 168, 1016 BP Amsterdam, the Netherlands (“**Bitfury**”); and
- (2) **HUT 8 MINING CORP.**, a corporation amalgamated and existing under the laws of the Province of British Columbia, with its principal place of business at 666 Burrard Street, Suite 1710, Vancouver, British Columbia, Canada, V6C 2X8 (the “**Corporation**”).

Hereinafter collectively referred to as the “**Parties**” and individually referred to as a “**Party**”.

WHEREAS:

- (A) On 29 November 2017, Bitfury and the Corporation entered into a certain Master Services Agreement (the “**Services Agreement**”); and
- (B) The Parties have hereby agreed to amend the Services Agreement subject to the terms and conditions of this Amendment.

1. DEFINITIONS AND INTERPRETATION

- 1.1 The terms defined in the Services Agreement shall have the same meaning when used in this Amendment, unless otherwise defined in this Amendment.
- 1.2 Unless the context otherwise requires, references in the Services Agreement to “**this Agreement**” shall be to the Services Agreement as amended by this Amendment.

2. AMENDMENTS TO THE PURCHASE AGREEMENT

- 2.1 The Services Agreement shall be amended with effect on and from the date of this Amendment set out above.
- 2.2 Section 4(3) of the Services Agreement shall be deleted in its entirety and replaced with the following section:

Power. Solely with respect to the Data Centers and Ancillary Assets purchased under the Initial Purchase Orders, Provider shall ensure adequate power is delivered to the Customer Space for the operation of such Data Centers and Ancillary Assets. Notwithstanding the foregoing:

- (a) in respect of the Physical Location located in the City of Medicine Hat (“**CMH**”), the Parties acknowledge that the Customer has entered into an electricity supply agreement with CMH (the “**ESA**”) and is thus directly responsible for all rights, entitlements, obligations and liabilities as to adequate power supply relating thereto; and
- (b) in respect of the Physical Location located in the Town of Drumheller (“**Drumheller**”), the Parties acknowledge that the Customer will pay, for and on behalf of the Provider (or its affiliates), the power costs incurred by Provider in respect of the Data Centers owned by the Customer which are situated in Drumheller. For greater certainty, such power costs shall not be included by the Provider as part of the Service Fees.

- 2.3 Section 5(1) of the Services Agreement shall be deleted in its entirety and replaced with the following section:

Fees. The fees to be paid by Customer to Provider or its Affiliate(s) for the Services shall be as set out in the applicable Service Order and, unless otherwise specified in a Service Order, shall be equal to

100% of the costs incurred by Provider or its Affiliate(s) in connection with the Services and the agreed fee per BBAC as set out in Schedule 1 (the “**Service Fee**”). Unless otherwise specified in a Service Order, up to ten (10) days prior to the first day of each month, Provider or any of its Affiliates shall invoice Customer on a monthly basis an amount representing the estimated Service Fee to be incurred for the following month (the “**Estimated Fee**”), and such Estimated Fee shall be payable in advance. Within ten (10) days following the end of each three (3) month period (a “**Quarter**”), Provider shall determine and notify Customer of the difference between the Estimated Fee for each month during such Quarter and the actual incurred Service Fee (the “**Actual Fee**”) for each month during such Quarter. If the aggregate Actual Fees for each month in such Quarter exceeds the aggregate Estimated Fees for each month in such Quarter, Provider or any of its Affiliates shall invoice Customer for this excess amount, and such amount shall be payable in arrears. If the aggregate Estimated Fees for each month in such Quarter exceeds the aggregate Actual Fees for each month in such Quarter, Provider shall pay this excess amount to Customer within ten (10) days following the date of determination and notice, or at Customer’s option, credit such excess fees against future Service Fees. Undisputed invoices shall be paid by Customer or its Affiliates (as applicable) within ten (10) days of receipt by Customer. Unless otherwise expressly stated, all prices are stated exclusive of sales taxes, which shall be paid by Customer or reimbursed by Customer to Provider, at the rate and in the manner prescribed by law. For greater certainty, the Services Fees shall not include payments related to power costs, staff costs, spare parts and repairs and other overhead, which payments shall be invoiced directly to Hut 8 at cost, subject to prior agreement between the parties, acting reasonably.

2.4 Section 5(1A) of the Services Agreement shall be added as follows:

For the avoidance of doubt, certain capital costs (including, but not limited to, third-party services, third party software, third party consultancy costs, etc.) (the “**Capital Costs**”) incurred and paid by the Provider, as part of construction of any Physical Location for the Customer, shall be paid by Customer and included in the Service Fee invoices. Capital Costs which are in excess of \$5,000 must be approved by the Customer, acting reasonably.

2.5 Section 5(6) of the Services Agreement shall be deleted in its entirety and replaced with the following section:

Improvements. If Provider or any of its Affiliates has implemented or is implementing an Improvement (as defined below) for another customer or itself, Provider will identify the Improvement and offer Customer and its Affiliates the opportunity to implement it. “**Improvements**” shall mean any improvements to the Services, Provider Materials, service levels, business processes or other operations, or any other aspect of Provider’s operations relating to the Services (excluding, for greater certainty, any upgrades, improvements or modifications to the Data Centers or Ancillary Assets), that will enable Customer and its Affiliates to maintain or enhance the running of diverse cryptographic hash functions in connection with the mining of cryptocurrency. Any offer of Improvements to Hut 8 will be accompanied by a schedule which lists the proposed fees for implementation of the subject Improvements.

2.6 Section 5(7) of the Services Agreement shall be deleted in its entirety and replaced with the following section:

Taxes. Customer shall be responsible for the payment of all sales, retail, use, goods and services, harmonized sales, value added, excise and similar taxes (collectively, “**Sales Taxes**”) imposed by any governmental or regulatory authority in connection with Customer’s receipt of the Services. To the extent permitted by law, if Customer has provided Provider with a certificate of exemption with respect to any Sales Taxes otherwise payable hereunder by Customer, Customer shall not be required to pay such Sales Taxes. Customer shall not be subject to any taxes arising from this Agreement or any Service Order other than Sales Taxes including any indirect taxes and any other taxes, duties, royalties, or levies, all of which will be borne by Provider. In addition, the Customer shall pay directly for all property taxes covering the Physical Locations, including CMH, which are leased or owned in the name of the Customer.

2.7 Sections 18 of the Services Agreement shall be amended and shall be deleted in its entirety and replaced with the following section:

Within ten (10) days of the Effective Date, Provider and Customer will each designate an employee as its project manager (the “**Project Manager**”) who will act as the primary contact for each party with respect to all matters relating to this Agreement and the Service Orders, along with such other employees to fulfil functions agreed by the Parties as useful in order to effectively manage the Services. The Project Manager will be responsible for the day-to-day management of the ongoing tasks and activities involved in the performance of the Services. Provider shall also identify the designated personnel of Provider (or its Affiliates) (together with the Project Manager, the “**Key Personnel**”) who will be assigned to perform Provider’s obligations under this Agreement and the Service Orders. Provider will not permit any Key Personnel to cease to perform those obligations that he or she has been assigned to perform, except for reasons of illness, resignation, termination for cause or other causes outside the reasonable control of Provider, or, at Customer’s request. If Provider removes any Key Personnel, Provider promptly will propose for approval by Customer a replacement employee who has the qualifications, expertise and knowledge required to carry out the obligations under this Agreement and the Service Orders. Provider will be responsible for costs and expenses for the period required to equip such replacement personnel with knowledge necessary to perform at the same level as the replaced personnel. The Project Manager will meet regularly to discuss progress and compliance with this Agreement and the Service Orders (including (but not limited to) compliance with service levels), and to identify and resolve issues.

3. CONTINUITY

The provisions of the Service Agreement shall, save as amended in this Amendment, continue in full force and effect, and shall be read and construed as one document with this Amendment.

4. MISCELLANEOUS

- 4.1 This Amendment shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, but without regard to the conflict of laws’ provisions.
- 4.2 Any dispute, claim, question or difference arising out of or in connection with this Amendment shall be governed by Section 16 and Section 19 of the Service Agreement.
- 4.3 This Amendment is made in two copies. Each Party shall be provided with a copy of the Amendment.

[Signature page follows.]

EXECUTION PAGE

Signed by Daniel George McGrath, for and on behalf of **BITFURY HOLDINGS B.V.**

(Signed) Daniel George McGrath

Director

Signed by Andrew Kiguel, for and on behalf of **HUT 8 MINING CORP.**

(Signed) Andrew Kiguel

Director

**SCHEDULE 1
MONTHLY FEES PER BBAC**

The fee table below applies to all BBAC charged at the same price with a monthly minimum for each applicable section.

Boxes	Rate CAD+VAT	Monthly Minimum CAD+VAT	
1-25	3500		
26-50	3000	87,500	
51-100	2500	150,000	
101-250	2000	250,000	
251-500	1500	500,000	
501-+	1000	750,000	

If Customer operates 27 boxes, the Monthly Minimum of CAD87,500+VAT shall apply rather than 27 boxes at CAD 3,000.

If Customer operates 49 boxes, all 49 boxes will be invoiced at CAD3000+VAT.