

## EQUIPMENT PURCHASE AGREEMENT

This Equipment Purchase Agreement (the “**Agreement**”) is made and entered into by and between New Margin North American Enterprises Ltd., a British Columbia incorporated company with its principal place of business at \_\_\_\_\_ (“**Seller**”) and SkyLedger Tech Corp., a British Columbia incorporated company with its principal place of business at \_\_\_\_\_ (“**Purchaser**”), effective as of January 2, 2018 (“**Effective Date**”).

### RECITALS

- A. The Seller owns twenty (20) Antminer S9’s manufactured by Bitmain (the “**Equipment**”).
- B. Purchaser and Seller desire to establish the terms and conditions under which Seller will sell to Purchaser, and Purchaser will purchase, the Equipment.

**NOW THEREFORE**, in consideration of the premises and the respective covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties agree as follows:

### TERMS AND CONDITIONS

#### 1. DEFINITIONS

As used in this Agreement, the following terms, when capitalized, shall have the following meanings:

“**Confidential Information**” has the meaning ascribed to it in Section 6.1;

“**Delivery**” has the meaning ascribed to it in Section 3.1;

“**Documentation**” means all documentation related to the use, installation, operation and support of the Equipment, including the Specifications;

“**Equipment**” has the meaning set forth in Recital A;

“**Facility**” means the physical facility where the Equipment will be installed, being 1898 Ranch Road, Roberts, Creek, British Columbia V0N 2W5;

“**Parties**” means the Purchaser and the Seller; “**Party**” means either of them;

“**Specifications**” means the published technical and other specifications for the Equipment supplied by the manufacturer, and all other specifications for the Equipment as the Parties may agree;

#### 2. PURCHASE AND SALE OF EQUIPMENT

- 2.1. **Purchase.** The Purchaser will purchase the Equipment from the Seller on the Effective Date.

2.2. **Consideration** In consideration of the Equipment, the Purchaser will pay to the Seller \$165,000 on the Effective Date.

### 3. DELIVERY AND RISK OF LOSS

3.1 **Delivery.** Seller shall be solely responsible for the delivery of the Equipment to the Facility, and will be deemed to have fulfilled its obligation to deliver the Equipment when it has been Accepted in accordance with Section 4.2 ("**Delivery**"). For greater certainty, title and risk of loss or damage to the Equipment will pass upon Acceptance.

3.2 **Delivery Schedule.** The Seller will deliver the Equipment no later than January 15, 2018. Seller shall not be responsible for delays in Delivery resulting from causes beyond Seller's reasonable control including, but not limited to, those resulting from acts or omissions of third party carriers or import brokers, or any unforeseeable customs or import restrictions.

3.3 **Time is of the Essence.** Time is of the essence with respect to the performance by Seller of its obligations under this Agreement.

### 4. INSTALLATION AND ACCEPTANCE OF EQUIPMENT

4.1 **Installation.** Purchaser shall be responsible for the installation and configuration of the Equipment at the Facility.

4.2 **Acceptance.** If Purchaser provides Seller with written notice that the Equipment has been accepted, or if it fails to provide the Seller with notice within five (5) calendar days of receipt of the Equipment that the Equipment has been rejected, the Equipment will be deemed to be "**Accepted.**"

4.3 **Warranties not Affected.** Purchaser's Acceptance of the Equipment will not limit or modify any of the warranties set forth in Section 5, or Purchaser's remedies thereunder.

### 5. WARRANTIES

5.1 **Mutual Warranties.** Each Party represents and warrants that: (i) it is a corporate entity in good standing in its jurisdiction of incorporation; (ii) it has obtained all necessary approvals, rights, licenses, consents and authorizations to enter into, and to perform its obligations under, this Agreement; (iii) the person executing this Agreement on its behalf has express authority to do so and to bind the Party; (iv) it is not under any current obligation or restriction, nor will it assume any such obligation or restriction, that does or could interfere with the performance of its obligations under this Agreement; and (v) the execution, delivery, and performance of this Agreement does not violate any provision of any bylaw, charter, regulation, or any other governing authority of the Party, or any other agreement to which it is a party, and its obligations under this Agreement are valid and binding obligations of that Party.

5.2 **Equipment Warranties.** Seller represents and warrants the following to Purchaser as follows:

(i) **Title.** It possesses all necessary rights and licenses to perform its obligations under this Agreement, including the right to deliver and pass title to the Equipment.

(ii) **Manufacturer Warranties.** Seller shall pass through to Purchaser manufacturer

warranties relating to the Equipment, if any.

## 6. CONFIDENTIAL INFORMATION

- 6.1 **Confidential Information.** Each Party (“**Recipient**”) agrees that all non-public information furnished to it by the other Party (“**Discloser**”), pricing, financial information, business strategies, design information, methodologies, specifications, and other commercial and technical information to which it has access under this Agreement, are deemed confidential and proprietary information or trade secrets (collectively, “**Confidential Information**”) of the Discloser and shall remain the sole and exclusive property of the Discloser. Recipient shall treat the Confidential Information in a confidential manner using the same degree of care as it uses to protect its own confidential information of a like nature, but no less than a reasonable degree of care given the sensitivity of the information and the circumstances of its disclosure. Recipient may use and copy the Discloser’s Confidential Information only in direct furtherance of the purposes of this Agreement. Except to the extent necessary in connection with the exercise of its rights or the performance of its obligations under this Agreement, neither Party may directly or indirectly disclose the Discloser’s Confidential Information other than to its employees, advisors, and lenders on a “need to know” basis, but only after they have been advised of the information’s confidential and proprietary nature, and have agreed to protect same on terms no less onerous than the terms of this Section 6.
- 6.2 **Exceptions.** Notwithstanding anything to the contrary contained herein, a Recipient has no obligation to preserve the confidentiality of any information that is: (i) previously known, or received rightfully by Recipient without any obligation to keep it confidential; (ii) distributed to third parties by Discloser without restriction; (iii) publicly available other than by unauthorized disclosure by Recipient; (iv) independently developed by Recipient as evidenced by its records; or (v) disclosed to a governmental authority lawfully demanding disclosure of the Confidential Information, provided that (unless prohibited) Recipient provides sufficient prior written notice of the demand to allow Discloser a reasonable opportunity to object to the scope or terms of the governmental demand or obtain a protective order, and if disclosure ultimately is required, Recipient discloses only the Confidential Information specifically required to be disclosed and only to the extent it is compelled to do so, and Recipient otherwise continues to maintain the confidentiality of Discloser’s other Confidential Information after the required disclosure.
- 6.3 **Survival.** The foregoing obligations regarding Confidential Information shall remain in full force and effect, notwithstanding any termination of this Agreement for any reason.

## 7. GENERAL PROVISIONS

- 7.1 **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia, and the federal laws of Canada applicable therein, but without regard to conflict of laws provisions.
- 7.2 **Amendments.** This Agreement may not be amended or modified except in writing signed by the authorized representatives of both Parties. No course of dealing or usage of trade by or between the Parties shall be deemed to effect any such amendment or modification.
- 7.3 **Relationship.** The Parties are independent contractors, and nothing in the Agreement will be construed as to be inconsistent with that relationship.
- 7.4 **Severability.** If one or more provisions of this Agreement is held to be unenforceable under

- 7.4 **Severability.** If one or more provisions of this Agreement is held to be unenforceable under applicable law: (i) the unenforceable portion will not affect any other provision of this Agreement; (ii) the Agreement will be construed as if the unenforceable provision was not present; and (iii) the Parties will negotiate in good faith to replace the unenforceable provision with an enforceable provision with effect nearest to that of the provision being replaced.
- 7.5 **No Waiver.** Failure by either Party to insist upon the performance of any term, covenant, or condition in this Agreement, or to exercise any rights under this Agreement, will not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition, or the future exercise of any such right, and the obligation of each Party with respect to such future performance will continue in full force and effect.
- 7.6 **Notices.** Any notice required to be sent or given to Seller or Purchaser will be sent by personal delivery, confirmed facsimile or email, or reputable international courier service, return receipt requested, addressed to the Party at the address set out at the head of this Agreement, or such other address as a Party may notify the other from time to time in accordance with this Section. Notice will be deemed to have been received upon physical receipt by the recipient, as evidenced by the fax confirmation or return receipt. Notices received after 5:00 p.m. local time, or on a Saturday, Sunday or public holiday in the place of receipt, will be deemed to have been received at 9:00 a.m. on the next business day.
- 7.7 **Further Assurances.** In furtherance of the provisions hereof, the Parties agree to take or cause to be taken such further actions and to execute, deliver and file, or cause to be executed, delivered and filed, such further documents and instruments as may be reasonably necessary in order to fully effectuate the purposes, terms and conditions.
- 7.8 **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties with respect to the purchase of the Equipment, and supersedes all prior communications, representations and agreements between the Parties.
- 7.9 **Signed Counterparts.** This Agreement may be executed in any number of counterparts, which may include counterparts executed and delivered by emailed scan or facsimile, each of which so executed shall be deemed to be an original, and all of which when read together shall constitute one and the same document.

**IN WITNESS WHEREOF** the Parties have caused this Agreement to be executed by their duly authorized representatives as of the dates set out below, but with the intention that it be effective as of the Effective Date.

**New Margin North American Enterprises Ltd.**

Per:   
 \_\_\_\_\_  
 Authorized Signatory

Date:

**SkyLedger Tech Corp.**

Per:   
 \_\_\_\_\_  
 Authorized Signatory

Date: Jan. 12<sup>th</sup> 2018