**MASTER PURCHASE AGREEMENT**

This Master Purchase Agreement (“Agreement”) is entered into on October 1, 2014 (the “Effective Date”) by and among GAW Miners, LLC, a Delaware limited liability company with its principal place of business at 34 E. Dudley Town Rd., Bloomfield, CT 06002 (“GAW”), Mining Asics Technologies BV, a company incorporated under the laws of the Netherlands, registered with the Commercial Register under number 60004487, with a principal place of business at Stationsplein 8-K, 6221 BT Maastricht, Netherlands (“MAT”).

RECITALS

WHEREAS, GAW wishes to purchase from MAT and MAT wishes to sell to GAW the mining hardware hereinafter described, all on the terms and conditions hereinafter set forth;

NOW, THEREFORE, GAW and MAT agree as follows:

1. **Sale of Hardware.** From time to time during the term of this Agreement, GAW may offer to purchase mining hardware from MAT (the “Hardware”). GAW’s offer shall be submitted to MAT in the form of a purchase order attached hereto as Exhibit A (a “Purchase Order”). GAW’s offer to purchase Hardware shall not be accepted, and MAT has no obligation to provide such Hardware, until a Purchase Order is fully executed by both parties.

**2.** **Specifications.**

(a) Specifications. The Hardware will conform to the specifications set forth in Exhibit A (the “Specifications”) and will be without defect in material or workmanship.

(b) Inspection; Testing. Upon receipt of the Hardware at the Destination, GAW shall have a period of ten (10) business days to inspect and test the Hardware (the “Acceptance Period”). Upon completion of inspection and testing, and upon acceptance of the Hardware, GAW or its agent shall send to MAT written confirmation of acceptance. If inspection and testing reveals any nonconformity of the Hardware to the Specifications, GAW shall notify MAT of the nonconformity in writing, specifying the nature of the nonconformity within three (3) business days after Company discovers the nonconformity. Where GAW has given due notice of nonconformity to MAT, GAW may at its option:

(i) require MAT to timely deliver any missing quantity of the Hardware, without any additional expense to GAW;

(ii) require MAT to timely replace the nonconforming Hardware with conforming Hardware, without any additional expense to GAW; or

(iii) require MAT to timely refund payment to GAW in the same proportion as the value that the nonconforming Hardware actually delivered had at the time of delivery bears to the value that conforming Hardware would have had at the time of delivery. GAW may not require a refund if MAT timely replaces the nonconforming Hardware with conforming Hardware in accordance with paragraph 2(b)(i) and (ii).

1. **Quality; Limited Warranty.**

(a) Quality. MAT warrants that the Hardware purchased under this Agreement is of satisfactory quality and reasonably fit for the purposes for which hardware of this kind is commonly supplied. If any part of the Hardware has a defect in material or workmanship, and GAW notifies MAT in writing of such defect(s) within twelve (12) months after delivery, MAT will, at MAT’s election and at MAT’s expense, either (i) timely repair or correct the defect, or (ii) timely replace the defective hardware, at no cost to GAW. MAT shall pay the cost of transporting defective or non-conforming parts to it and returning repaired or replacement hardware to GAW by air freight.

(b) Intellectual Property Rights. MAT warrants to GAW that the sale and use of the Hardware will not violate or infringe any patent, copyright, trademark, service mark or other right of a third party.

(c) Limitations. Defects which occur due to, or as a result of, normal wear and tear, GAW’s failure to observe the license conditions or instructions in the manual, improper or careless use, viruses, short circuits or other external influences, or repair or other work by third parties or by GAW without the prior written consent of MAT are not subject to the warranty set forth in Section 3(a).

(d) Use of Hardware. Hardware being purchased under this Agreement is intended for use in the United States. GAW shall be solely responsible for ensuring that use of the Hardware complies with all U.S. state and federal laws and regulations.

**4. Price and Payment.**

(a) Price. The price for the Hardware purchased under this Agreement shall be as set forth in the Purchase Order.

(b) Payment. GAW shall make the payments as set forth in the Purchase Order.

(c) Adjustment to Prices. MAT is entitled to adjust the prices for their hardware. MAT shall provide GAW with prior written notice of a price change. In the event of a price change, the revised pricelist shall only be effective with respect to any Purchase Orders placed by GAW after receiving notice from MAT. For orders already transmitted and accepted before notice was provided, MAT shall honor the price at which the Purchase Order was made and accepted.

**5. Taxes and Other Charges**. MAT will pay any taxes, duties and other charges imposed in the Netherlands with respect to the Hardware and the sale and shipment of the Hardware to the Destination. GAW will pay any taxes, duties and other charges imposed in the United States with respect to the Hardware and the sale, purchase and delivery of the Hardware.

**6. Term and Termination**.

(a) Term. Purchase Orders accepted by MAT on or after the Effective Date shall be governed by this Agreement. This Agreement and will remain in effect until terminated pursuant to paragraph 6(b) below.

(b) Termination. Either party may terminate this Agreement without cause by prior written notice to the other party. Both parties shall be obligated to fulfill their respective obligations on Purchase Orders accepted by MAT prior to the date of termination.

**7.** **Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT (INCLUDING LOSS OF PROFIT AND BUSINESS OPPORTUNITIES), INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES ARISING HEREFROM OR RELATED HERETO IN ANY CAUSES OF ACTION OF ANY KIND, EVEN IF ADVISED OF, OR IS AWARE OF, THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY’S TOTAL LIABILITY TO THE OTHER PARTY FOR EVERY REASON SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF FEES ACTUALLY PAID BY GAW TO MAT PURSUANT HERETO OR RECEIVED BY EITHER PARTY UNDER ANY INSURANCE POLICY REQUIRED TO BE MAINTAINED PURSUANT TO SECTION 9.

**8. Indemnification**. Each party shall defend, indemnify and hold harmless the other, its affiliates, successors, assigns, officers, directors, and employees from and against any and all claims, costs, damages, losses, liabilities, actions, recoveries, judgments and expenses (including actual attorneys’ fees and expenses regardless of whether litigation was commenced) arising out of or in connection with its breach of any express representation and warranty made in this Agreement (a "Claim"), provided that: (i) the indemnified party promptly notifies the indemnifying party in writing of the claim promptly upon the indemnified party becoming aware of such Claim; (ii) the indemnifying party shall have exclusive control of the settlement or defense of any action to which the Claim relates; and (iii) the indemnified party cooperates with the indemnifying party in every reasonable way to facilitate such defense or settlement. Once given notice of such Claim, if the indemnifying party does not defend any such Claim, the indemnified party may take any of the above actions and shall be fully indemnified by the indemnifying party.

**9. Insurance**. Prior to delivery at the Destination, MAT shall be responsible (via the Carrier) for purchasing and maintaining adequate insurance on the Hardware during transit.

**10. Force Majeure**. Except with respect to payment obligations, neither party shall be responsible for failure or delay in performing its obligation under this Agreement if the failure or delay is due, directly or indirectly, to any law or any governmental rule, order or regulation, or to any embargo, strike or other labor trouble, or to war or riot, or to fire, storm or weather condition, or to the failure or delay of carriers in transporting any item or of suppliers in furnishing any item, or to any other cause beyond the control of MAT, then the date for the shipment of the Hardware, MAT is entitled to suspend performance under this Agreement, in whole or in part. Where the force majeure does arise and continues for more than sixty (60 days, either party shall be entitled to terminate the agreement in whole or in part by a providing written notice to the other party, with a full refund of all related payments.

MAT will promptly notify GAW (i) of any delay under this Section 10, and (ii) of the termination of the delay and the expected shipment date.

**11. Severability**. If any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, such finding shall not invalidate the remainder of this Agreement which shall remain in full force and effect as if the provision(s) determined to be invalid or unenforceable had not been a part of this Agreement. In the event of such finding of invalidity or unenforceability, the Parties will substitute the invalid or unenforceable provision(s) with such provision that most closely corresponds with the original intent of the provision so voided.

**12. Entire Agreement**. This Agreement, together with all Schedules and Exhibits, contains the entire agreement and understanding between the parties relating to the purchase and sale of the Hardware and the subject matter hereof, and shall supersede all prior agreements, negotiations, commitments, communications and discussions between the parties related to the subject matter hereof.

**13. No Waiver**. No forbearance, delay or indulgence by either party in enforcing the provisions of this Agreement shall prejudice or restrict its rights, nor shall any waiver by either party of a breach hereof by the other party operate as a waiver of any subsequent breach of the same or any other provision hereof. No right, power or remedy herein conferred upon or reserved for either party is exclusive of any other right, power or remedy available to it and each such right, power or remedy shall be cumulative.

**14. Governing Law; Arbitration**. This Agreement and the rights and obligations of the parties under this Agreement shall be governed by the laws of the state of New York.

Any dispute or claim arising under or with respect to this Agreement shall be resolved by confidential, binding arbitration in New York, New York, in accordance with the Rules of Arbitration of the International Chamber of Commerce (ICC) before a panel of three (3) arbitrators, one appointed by MAT, one appointed by GAW, and the third appointed by the ICC. The arbitration proceedings shall be conducted in the English language. Any arbitral award may be entered as a judgment or order in any court of competent jurisdiction.

**15. Notices**. All notices and other communications required or permitted hereunder shall be effective upon receipt and shall be in writing and may be delivered in person, by telecopy, electronic mail, overnight delivery service or government mail service, addressed to the respective parties address listed above, or at such other address as either party shall have furnished to the other party in writing from time to time.

**16. Counterparts**. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.  Counterparts may be delivered by facsimile, electronic mail (including any electronic signature complying with the US. Federal ESIGN Act or 2000, or by PDF) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

**17. Survival**. The representations and warranties contained herein shall survive the execution and delivery of this Agreement and the shipping of the Hardware.

**18.** **Successors and Assigns**.  Except as otherwise expressly provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date hereof.

**GAW MINERS, LLC** **MINING ASICS TECHNOLOGY BV**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Name: Josh Garza Name: Marc Coumans  
Title: CEO Title: CEO

**EXHIBIT A  
PURCHASE ORDER**

# Dated: October \_\_\_, 2014

**1. MASTER PURCHASE AGREEMENT**:

This “Purchase Order” is entered under and governed by that certain Master Purchase Agreement between the parties hereto, dated as of October \_\_, 2014 (the “Agreement”). Unless otherwise defined herein, capitalized terms used in this Purchase Order shall have the meanings ascribed to them in the Agreement.

**2. OBLIGATIONS OF MAT**:

Each time MAT is presented with a Purchase Order from GAW, MAT shall provide confirmation of acceptance, rejection or requested modification within five (5) business days after receipt. Silence shall be construed as a rejection of the Purchase Order.

**3. specifications of hardware**

Hardware: Excalibur GAW MINERS – 250 MH/s ASIC Scrypt Miner

Units: Fifty (50)

Hashrate: 250 MH/s

Price/Unit: USD$2,250.00

Total Cost: USD$115,500.00

**4. PRICE AND PAYMENT**:

GAW shall make one lump sum payment equal to USD$115,500.00 (the “Payment”). Payment shall be made within three (3) days of receipt of a fully executed Purchase Order from MAT. Payment shall be made to and held by a third party escrow service until (i) the Hardware has been delivered to the Destination, and (ii) GAW has sent MAT written notification of acceptance.

**5. SHIPPING; DELIVERY**:

(a) Within ten (10) days after the Payment has been received by MAT, MAT will ship the Hardware by [UPS] air freight to GAW at 22 Millbranch Road, Suite 800, Hattiesburg, MS 39402 (the “Destination”). At least seventy two (72) hours prior to shipment, MAT will confirm, via email, the shipment date and anticipated delivery date with GAW.

(b) MAT shall arrange the shipping of the Hardware to the Destination at its expense. MAT shall bear the risks of damage to and loss or destruction of the Hardware prior to delivery at the Destination, and those risks of damage, loss and destruction shall pass to GAW when the Hardware has been delivered to the Destination. Title to the Hardware shall remain with MAT until delivery of the Hardware to the Destination. All shipments must be accompanied by an itemization of all Hardware. Upon the shipment of the Hardware, MAT shall promptly provide GAW with a verified tracking number.

(c) For purposes of this Purchase Order, the parties mutually agree that time is of the essence.

GAW MINERS, LLC

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Josh Garza

Title: CEO

**AGREED TO AND ACCEPTED BY:**

MINING ASICS TECHNOLOGIES BV

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Marc Coumans

Title: CEO

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT B  
PURCHASE ORDER**

# Dated: October \_\_\_, 2014

**1. MASTER PURCHASE AGREEMENT**:

This “Purchase Order” is entered under and governed by that certain Master Purchase Agreement between the parties hereto, dated as of October \_\_, 2014 (the “Agreement”). Unless otherwise defined herein, capitalized terms used in this Purchase Order shall have the meanings ascribed to them in the Agreement.

**2. CONDITIONS; OBLIGATIONS**:

(a) Condition to Offer. This offer to purchase Hardware shall be conditional upon the delivery and acceptance by GAW, pursuant to Section 2(b) of the Agreement, of the Hardware, and any replacement hardware, purchased pursuant to the initial Purchase Order for 50 units dated October \_\_, 2014, by October 31, 2014 (the “Condition”).

(b) Obligation of MAT. MAT shall provide confirmation of acceptance, rejection or requested modification of this Purchase Order within five (5) business days after satisfaction of the Condition. Silence shall be construed as a rejection of the Purchase Order.

**3. specifications of hardware**

Hardware: Excalibur GAW MINERS – 250 MH/s ASIC Scrypt Miner

Units: One Thousand (1,000)

Hashrate: 250 MH/s

Price/Unit: USD$2,250.00

Total Cost: USD$2,250,000.00

**4. PRICE AND PAYMENT**:

(a) Within five (5) business days after acceptance of this Purchase Order by MAT, GAW shall make an initial payment to MAT equal to One Million Three Hundred Fifty Thousand Dollars (USD$1,350,000.00) (the “Initial Payment”).

(b) Upon GAW’s receipt of the verified tracking number for the final Batch (as defined below) of Hardware, and the delivery and acceptance, pursuant to Section 2(b) of the Agreement, of all prior Batches, GAW shall make a payment to MAT equal to Six Hundred Seventy Five Thousand Dollars (USD$675,000.00).

(c) Upon delivery and acceptance, pursuant to Section 2(b) of the Agreement, of all Batches, GAW shall make a final payment to MAT equal to Two Hundred Twenty Five Thousand Dollars (USD$225,000.00).

(d) All payments made by GAW pursuant to this Section 4 shall be made via wire transfer to the MAT account set forth in Schedule 1, attached hereto.

**5. SHIPPING; DELIVERY**:

(a) For purposes of this Purchase Order, the Hardware shall be delivered to GAW in multiple shipments (each shipment, a “Batch”).

(b) Within sixty (60) days after the Initial Payment has been received by MAT, MAT shall have shipped all Batches by [UPS] air freight to GAW at 22 Millbranch Road, Suite 800, Hattiesburg, MS 39402 (the “Destination”). At least seventy two (72) hours prior to the shipment of each Batch, MAT will confirm, via email, the shipment date and anticipated delivery date with GAW. Upon the shipment of a Batch, MAT shall promptly provide GAW with a verified tracking number.

(c) MAT shall arrange the shipping of the Hardware to the Destination at its expense. MAT shall bear the risks of damage to and loss or destruction of the Hardware prior to delivery at the Destination, and those risks of damage, loss and destruction shall pass to GAW when the Hardware has been delivered to the Destination. Title to the Hardware shall remain with MAT until delivery of the Hardware to the Destination. All shipments must be accompanied by an itemization of all Hardware.

(d) For purposes of this Purchase Order, the parties mutually agree that time is of the essence.

GAW MINERS, LLC

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Josh Garza

Title: CEO

**AGREED TO AND ACCEPTED BY:**

MINING ASICS TECHNOLOGIES BV

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Marc Coumans

Title: CEO

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SCHEDULE 1

WIRE INSTRUCTIONS

MINING ASICS TECHN BV – US DOLLAR ACCOUNT

Account Number: 423519646

Bank Name: ABN AMRO Bank

Sort Code: US DOLLAR

IBAN: NL10ABNA0423519646

BIC/Swift: ABNANL2AXXX