

## OBELISK VOUCHER AGREEMENT

<b>Product:</b> Obelisk miner for the Grin Cryptocurrency using the Proof Of Work Algorithm identified below.	<b>Voucher Sales Event Period:</b> January 17, 2019 through February 1, 2019
<b>Voucher Purchase Price:</b> \$3000	<b>Limited Refund Amount:</b> \$2000
<b>Refund Request Period:</b> Commencing on the Announcement Date and ending 14 days later	<b>Anticipated Retail Price:</b> \$6000
<b>Preliminary, Estimated and Not Guaranteed Date by Which the Verification Phase Will be Completed, on Which Estimated Specifications and Estimated Delivery Date Will be Announced (the “Announcement Date”):</b> March 2019	<b>Preliminary, Estimated and Not Guaranteed Date on Which Product may be Delivered:</b> October 2019
<b>Proof-of-Work Algorithm for the Mined Cryptocurrency:</b> To be announced on the Announcement Date (most likely Cuckatoo31 or Cuckatoo32, but conceivably a different proof of work depending, in part, on statements made by the Grin community and determinations made during the Verification Phase)	<b>Maximum Number of Product Units to be offered during Voucher Sales Event:</b> 10,000
<b>Specifications:</b> The Product is designed specifically for use in connection with the Grin blockchain network (the “ <b>Blockchain Network</b> ”) and in connection with the Proof-of-Work Algorithms identified above for mining of the Grin cryptocurrency token within the Blockchain Network (the “ <b>Mined Cryptocurrency</b> ”).	

Welcome to Obelisk, Inc. (“**Obelisk**”, “**we**” or “**us**”) a manufacturer of cryptocurrency miners. **PLEASE READ THIS AGREEMENT CAREFULLY. THIS AGREEMENT IS A LEGAL AGREEMENT BETWEEN US AND THE PERSON OR ENTITY LISTED AS THE BUYER (“YOU” OR THE “VOUCHER HOLDER”) IN THE REGISTRATION FORM (AS DEFINED BELOW) FOR THE PRE-ORDER PURCHASE OF THE PRODUCT THAT MANIFESTS ITSELF IN THE FORM OF A DIGITAL VOUCHER (THE “VOUCHER”). BY CLICKING “I AGREE” YOU REPRESENT THAT YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND THAT YOU HAVE THE AUTHORITY TO ACT ON BEHALF OF THE VOUCHER HOLDER.**

### Recitals

- A Obelisk is in the process of designing the product identified in the table above (the “**Product**”);
- B. The leaders of the Grin community have: (1) implemented two proof-of works, one ASIC resistant and one ASIC friendly and (2) indicated that the ASIC-friendly proof-of-work will likely change over time;
- C. Developing an ASIC miner in such a fluid environment has significant risk given the inherent lead time necessary to design, verify and manufacture an ASIC miner;
- D. Obelisk is offering a limited number of Vouchers early in the design process to help finance the design, verification and manufacture of the Product, with the understanding that: (1) Voucher Holders will receive a significant discount relative to the Anticipated Retail Price of the manufactured Product (the “**Discount**”); (2) once the Verification Phase is completed, estimated specifications for the Product will be announced on the Announcement Date including the selection of a proof-of-work algorithm and (3) during the Limited Refund Request Period, Voucher Holders may request a refund in the amount of the Limited Refund Amount specified above so long as they forfeit their rights under the Voucher.

The parties agree as follows:

1. **Voucher Request and Acceptance.**

(a) Voucher Request. Each Voucher request you submit (“**Voucher Request**”) constitutes an offer to purchase a voucher redeemable for a single unit of the Product (each a “**Voucher**”). Voucher Requests are submitted, and the offer is made, when you have provided all of the information requested as part of the Voucher registration process on the Obelisk website (the “**Voucher Registration Form**”). You may make the Voucher Request only during the Voucher Sales Event Period set forth in the table above (the “**Voucher Sales Event Period**”). We may shorten, extend or end the Voucher Sales Event Period at any time with or without prior notice.

(b) Accurate Registration Form Information. When you submit a Voucher Request, you will be required to provide certain information in connection with the Voucher Registration Form, such as your name, the name of the entity making the request, and the requestor’s physical address. You represent and warrant that all such information is complete and accurate, and you will ensure that such information is kept current. Obelisk will have no responsibility or liability for inaccurate information or information that later becomes outdated, will have no obligation to make efforts to determine the correct contact information and will not be liable to you if we are unable to provide you any notice specified in this Agreement as a result of your failure to keep such information up to date including information provided on the Announcement Date. You can update your information at any time by sending an email to [hello@obelisk.tech](mailto:hello@obelisk.tech).

(c) Acceptance. The Voucher Request is subject to our acceptance and may be rejected at any time. If we reject your offer, we will, as your sole and exclusive remedy and our sole and exclusive obligation, refund the Voucher Purchase Price. We will send you a notice to the email address provided by you in the Voucher Registration Form to indicate whether your Voucher Request has been accepted or rejected. Once your Voucher Request is accepted, the Voucher is final, non-cancelable, and nonrefundable, except as specified in this Agreement.

2. **Verification Phase**. After completion of the design stage, Obelisk will begin the verification phase (the “**Verification Phase**”) during which Obelisk will use simulations and other techniques to: (a) select the Proof-of-Work Algorithm; (b) verify that the application specific integrated circuits designed by Obelisk for use in the Product using the selected Proof-of-Work works, (c) enable preliminary specifications and (d) provide a higher degree of confidence in any projected delivery date for the manufactured Product. Some time after the Verification Phase is completed, we will announce the proof-of work algorithm to be used in the Product (the “**Proof-of-Work Algorithm**”), the specifications for the Product (which specifications will still be estimated and not guaranteed), the anticipated delivery date for the Product (which date will still be estimated and not guaranteed) and such other announcements as we deem appropriate. In the alternative, we may determine during the Verification Phase, for any number of reasons including technical challenges and market conditions, that the Product should not be built and we will not continue with manufacturing the Product. The date on which we make any announcement contemplated in this Section 2 and that we identify as the Announcement Date will be the “**Announcement Date**”.

3. **Right to a Limited Refund.**

(a) Obelisk’s Election Not to Manufacture the Product. In the event that we elect not to continue with manufacturing the Product you will receive a refund in the amount the Limited Refund Amount specified above.

(b) Right to Seek Limited Refund During the Refund Request Period. At any time during the Refund Request Period, and solely pursuant to processes announced by us on the Announcement Date, you may request a refund in the amount of the Limited Refund Amount specified in the table above. Obelisk will comply with such request. UPON YOUR REQUEST FOR THE LIMITED REFUND AMOUNT, OR OUR NOTICE TO YOU THAT WE WILL BE ISSUING YOU A REFUND IN THE AMOUNT OF THE LIMITED REFUND AMOUNT (SEE SECTION 3(D) BELOW), YOU WILL WAIVE ALL RIGHTS YOU HAVE IN THE VOUCHER AND THE VOUCHER WILL BE NULL AND VOID. All amounts will be refunded in accordance with provisions of Section 6.

(c) Redeeming the Voucher: In order to redeem your Voucher and receive the Product you must comply with the procedures for Voucher redemption, if any, established by us and made available on the Announcement Date or such other date on which we make such procedures known (the “**Redemption Procedures**”). If we elect not to announce any Redemption Procedures, your Voucher will be deemed redeemed and become null and void upon our shipment of the Product to you to the

address provided in the Voucher Registration Form and in accordance with the shipping provision in the Product Terms of Use for Voucher Holders (as defined below).

(d) **Product Terms of Use.** Your use of the Product is governed by the Product Terms of Use attached hereto as Exhibit A (the “**Product Terms of Use for Voucher Holders**”) and you acknowledge that such terms are applicable to you. We reserve the right to amend the Product Terms of Use for Voucher Holders at any time prior to the shipment of the Product to you (the “**Amended and Restated Product Terms of Use for Voucher Holders**”) which amended terms will be enforceable against you upon receipt of notice. If we amend the Product Terms of Use for Voucher Holders, we may require that you demonstrate your assent to the Amended and Restated Product Terms of Use for Voucher Holders as part of the procedures required for Voucher redemption. **If you do not agree to the Amended and Restated Product Terms of Use for Voucher Holders in accordance with the Redemption Procedures or such other procedures that we provide, we may elect to issue you a refund in the amount of the Limited Refund Amount.**

(e) **Covenant not to Seek Refund in Excess of the Limited Refund Amount:** You acknowledge: (i) that the initial \$1000 of the Voucher Price will be used by Obelisk to fund the design and verification of the Product through the Verification Phase; (ii) that the design and verification of the Product may not be successful and (iii) that any number of events or risks (including those set forth in Section 8) may occur between the time you pay the Voucher Price and the Announcement Date, which may cause us not to manufacture the Product or cause you to elect a refund in the amount of the Limited Refund Amount as provided in this Section 3. You covenant that you will not seek a refund of any amount of the Voucher Price retained by us in connection with this Section 3 and you waive and release all claims to such amount.

(f) **Sophisticated Purchaser.** YOU REPRESENT AND WARRANT THAT YOU ARE AN ENTREPRENEUR ENTERING INTO THIS AGREEMENT IN CONNECTION WITH A COMMERCIAL CRYPTOCURRENCY MINING ENTERPRISE. THE PRODUCT IS DESIGNED AND INTENDED FOR COMMERCIAL USE BY SOPHISTICATED ENTREPRENEURS AND NOT CONSUMERS PURCHASING FOR THEIR PERSONAL, NON-COMMERCIAL USE. YOU REPRESENT AND WARRANT THAT YOU SUBMIT YOUR VOUCHER REQUEST WITH THE UNDERSTANDING THAT, AS WITH ALL COMMERCIAL ENTERPRISES, THERE ARE RISKS IN CONNECTION WITH THIS PURCHASE, WHICH RISKS MAY BE MORE ACUTE IN CONNECTION WITH: (I) A PRODUCT THAT IS NOT YET DESIGNED, VERIFIED OR TESTED, (II) FOR PRODUCTS THAT ARE NOT YET MANUFACTURED AND (III) FOR PRODUCTS INTENDED FOR USE WITH A CRYPTOCURRENCY BLOCKCHAIN NETWORK THAT HAS SPECIFICALLY STATED ITS INTENT TO BE ASIC RESISTANT FOR AT LEAST SOME PERIOD OF TIME.. SPECIFICALLY, YOU REPRESENT THAT YOU UNDERSTAND THAT THE VERIFICATION PHASE MAY DEMONSTRATE THAT THE PRODUCT CANNOT BE COST-EFFECTIVE, TIMELY DELIVERED (INCLUDING THAT IT CANNOT BE DELIVERED BY THE PRELIMINARY, ESTIMATED AND NOT GUARANTEED DATE ON WHICH PRODUCT MAY BE DELIVERED IDENTIFIED ABOVE) OR THAT ANY NUMBER OF RISKS MAY OCCUR THAT MAY CAUSE YOU TO FORFEIT YOUR VOUCHER. THESE EVENTS MAY INCLUDE: PROCUREMENT AND MANUFACTURING PROBLEMS, SUPPLY CHAIN ISSUES, SUPPLIER ERRORS, DESIGN CHANGES AND FORCE MAJEURE EVENTS LIKE EARTHQUAKES AND OTHER NATURAL DISASTERS THAT ARE BEYOND OUR CONTROL -- AS WELL AS ANY OF THE OTHER RISK FACTORS IDENTIFIED IN SECTION 8.

#### 4. **Restrictions on Sale; Right of Cancellation.**

(a) **Restriction on Number of Units.** We will limit the number of units of the Product sold during the Voucher Sales Event Period to the number identified in the table above.

(b) **Further Restriction on Number of Units.** We reserve the right to: (a) further limit the number of Vouchers sold in connection with the Voucher Sales Event Period and (b) limit the number of Vouchers sold to any person or entity, including for the purpose of ensuring that no one party may control more than a significant percentage of the computing power mining the Mined Cryptocurrency.

(c) **Age of Majority.** You must have reached the age of majority in your jurisdiction of residence to submit a Voucher Request. By agreeing to this Agreement, you represent and warrant to us that you are at least 18 years old (or the age of majority in your jurisdiction of residence, if higher than 18) on the date you submit your Voucher Request.

(d) **Vouchers are Personal.** The Vouchers are personal to you and may not be transferred or assigned to any other person or entity without the approval of Obelisk, which approval may be withheld in our sole discretion.

(e) **Right of Cancellation.** We reserve the right to cancel your right to receive the Products at any time prior to the shipment of the Product to you so long as we provide you a refund of the Voucher Purchase Price. This is true even after your Voucher Request has been accepted, your Voucher has been submitted for redemption, or your submission for Voucher redemption has been acknowledged or accepted. Any and all refunds of the Voucher Price will be made solely by Obelisk in our sole discretion. In the event that we exercise our cancellation right set forth in this Section 4(e), you covenant not to sue us for any reason in connection

with this Agreement and you waive and release all claims in connection with this Agreement. All refunds will be provided in accordance with Section 6.

5. **Payment.** The Voucher Price, as stated in US dollars, must be paid in Bitcoin, Ethereum or such other cryptocurrency, as determined by Obelisk in its sole discretion (“**Purchase Cryptocurrency**”), cashier’s check, certified check, wire transfer, or such other payment method, as determined by Obelisk in its sole discretion, at the time you place your Voucher Request (the “**Payment**”).

6. **Refunds.** Any and all refunds of the Voucher Price will be made solely by Obelisk in our sole discretion. All refunds, including Limited Refund Amounts, will be credited back to the same payment method used to make the Payment and are exclusive of any processing or postage fees previously paid by you. For Payments made in Purchase Cryptocurrency, refunds provided after acceptance of your Voucher Request will be, as applicable, the Voucher Price or Limited Refund Amount (as expressed in U.S. dollars) paid in Purchase Cryptocurrency at the currency conversion rate for such Purchase Cryptocurrency relative to the US dollar in effect at the time the refund is provided. For example, if the exchange rate for the Purchase Cryptocurrency at the time of purchase is \$1000 per token and is \$1500 per token at the time of refund, Voucher Holder will pay 3 tokens to pay the Voucher Purchase Price and will receive a refund of 2 tokens if the entire Voucher Purchase Price is refunded. The exchange used to determine the currency conversion rate will be at our reasonable discretion. For Payments made by check or wire transfer, any processing or postage fees we incur to complete your refund will be deducted from your refund amount.

7. **GENERAL DISCLAIMER.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE VOUCHER IS PROVIDED “**AS IS**” AND “**AS AVAILABLE**”, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. OBELISK HEREBY DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE VOUCHER OR THIS AGREEMENT WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

8. **SPECIFIC DISCLAIMERS:** THERE ARE A NUMBER OF FACTORS THAT MAY SIGNIFICANTLY, IF NOT ENTIRELY, DIMINISH THE VALUE OF, AND THE PURPOSE FOR, THE VOUCHER AND THE PRODUCT. **YOU AGREE THAT YOU ASSUME ALL RISKS ASSOCIATED WITH THE DIMINUTION IN VALUE ASSOCIATED WITH THE VOUCHER AND THE PRODUCT INCLUDING THE FOLLOWING RISK FACTORS:**

- OBELISK MAY ENCOUNTER SIGNIFICANT DELAYS IN THE DESIGN, VERIFICATION OR MANUFACTURE OF THE PRODUCT, OR IN THE DEVELOPMENT OF PROTOTYPES OF THE PRODUCT, MAKING IT UNLIKELY THAT THE PRODUCT WILL BE TIMELY DELIVERED AND / OR ABLE TO COMPETE, AND AS A RESULT: (A) OBELISK ELECTS NOT TO MANUFACTURE THE PRODUCT OR (B) YOU ELECT TO RECEIVE THE LIMITED REFUND AMOUNT, WAIVE YOUR RIGHTS UNDER THE VOUCHER AND LOSE THE DIFFERENCE BETWEEN THE VOUCHER PURCHASE PRICE AND THE LIMITED REFUND AMOUNT;
- OBELISK MAY NOT BE ABLE TO DESIGN AN ASIC MINER THAT SUCCESSFULLY MINES THE MINED CRYPTOCURRENCY OR THAT DOES SO IN COST EFFECTIVE WAY, AND AS A RESULT: (A) OBELISK ELECTS NOT TO MANUFACTURE THE PRODUCT OR (B) YOU ELECT TO RECEIVE THE LIMITED REFUND AMOUNT, WAIVE YOUR RIGHTS UNDER THE VOUCHER AND LOSE THE DIFFERENCE BETWEEN THE VOUCHER PURCHASE PRICE AND THE LIMITED REFUND AMOUNT;
- GRIN COMMUNITY LEADERS HAVE BEEN PARTICULARLY VOCAL ABOUT PHASING IN ASICS SLOWLY OVER TIME. THE COMMUNITY LEADERS HAVE STATED THAT THEY INTEND TO IMPLEMENT THIS BY: (A) HAVING AT LEAST ONE PROOF OF WORK THAT IS ASIC RESISTANT AND ONE THAT IS ASIC FRIENDLY, (B) ALLOCATING A SMALL PERCENTAGE OF TRANSACTIONS TO THE ASIC FRIENDLY PROOF OF WORK AT LAUNCH AND GROWING THE ALLOCATION SLOWLY OVER TIME AND (C) BY POTENTIALLY CHANGING THE ASIC-FRIENDLY PROOF OF WORK OVER TIME. GIVEN THE GRIN COMMUNITY LEADERS’ STATED POSITION, THE GRIN COMMUNITY MAY

ENGAGE IN ACTIVITIES, INCLUDING HARD FORKING OF THE PROOF OF WORK, THAT RENDER THE PRODUCT OBSOLETE BEFORE THE END OF THE VERIFICATION PHASE, AND AS A RESULT: (A) OBELISK ELECTS NOT TO MANUFACTURE THE PRODUCT OR (B) YOU ELECT TO RECEIVE THE LIMITED REFUND AMOUNT, WAIVE YOUR RIGHTS UNDER THE VOUCHER AND LOSE THE DIFFERENCE BETWEEN THE VOUCHER PURCHASE PRICE AND THE LIMITED REFUND AMOUNT.

- THE CRYPTOCURRENCY COMMUNITY MAY ELECT TO HARD FORK THE PROOF-OF-WORK ALGORITHM, OR THE PROOF-OF-WORK ALGORITHM ANNOUNCED BY THE MINED CRYPTOCURRENCY COMMUNITY IN CONNECTION WITH THE MINED CRYPTOCURRENCY MAY NOT BE ACCURATE OR MAY OTHERWISE CHANGE, AND AS A RESULT: (A) OBELISK ELECTS NOT TO MANUFACTURE THE PRODUCT OR (B) YOU ELECT TO RECEIVE THE LIMITED REFUND AMOUNT, WAIVE YOUR RIGHTS UNDER THE VOUCHER AND LOSE THE DIFFERENCE BETWEEN THE VOUCHER PURCHASE PRICE AND THE LIMITED REFUND AMOUNT. WITHOUT LIMITING THE FOREGOING:
  - The ASIC Chip is designed for the Grin codebase as of January 16, 2019, from the below commit hash. If significant changes are made to the parts of the codebase related to mining, the Obelisk chip design might not work. <https://github.com/mimblewimble/grin/commit/607813a8aa1c97cfddb81e6d95e5d1b54cfc13d5>
  - The current consensus code that describes how the different mining algorithms phase out is set forth at <https://github.com/mimblewimble/grin/blob/ba994248ac7f4e4e9e24abb5c654051f81862779/core/src/consensus.rs#L167-L177>. If this description changes or is not accurate regarding the schedule for switching from Cuckatoo31 or Cuckatoo32, the designed chip may not mine anything useful.
  - The current consensus code for the verification algorithm appear at lines 280-339 at <https://github.com/mimblewimble/grin/blob/ba994248ac7f4e4e9e24abb5c654051f81862779/core/src/pow/cuckatoo.rs#L280-L339>. If these lines of code change, the designed chip may not work.
- THE GRIN BLOCKCHAIN NETWORK MAY NOT FIND A MARKET AND THE NUMBER OF TRANSACTIONS ON THE BLOCKCHAIN NETWORK ANTICIPATED BY OBELISK TO BE RECORDED IN THE BLOCKCHAIN MAY BE SMALLER THAN CURRENTLY ANTICIPATED, AND AS A RESULT: (A) OBELISK ELECTS NOT TO MANUFACTURE THE PRODUCT OR (B) YOU ELECT TO RECEIVE THE LIMITED REFUND AMOUNT, WAIVE YOUR RIGHTS UNDER THE VOUCHER AND LOSE THE DIFFERENCE BETWEEN THE VOUCHER PURCHASE PRICE AND THE LIMITED REFUND AMOUNT;
- THE BLOCKCHAIN NETWORK MAY NOT MATERIALIZE AND THE MINED CRYPTOCURRENCY MAY NOT BE RELEASED, OR IF THE NETWORK DOES MATERIALIZE AND THE MINED CRYPTOCURRENCY IS RELEASED, THEY MAY CEASE TO EXIST AND AS A RESULT: (A) OBELISK ELECTS NOT TO MANUFACTURE THE PRODUCT OR (B) YOU ELECT NOT TO REDEEM YOUR VOUCHER CAUSING YOU TO LOSE THE DIFFERENCE BETWEEN THE VOUCHER PURCHASE PRICE AND THE LIMITED REFUND AMOUNT;
- A DIFFERENT PARTY MAY DEVELOP A MINER DESIGNED FOR THE MINING OF THE MINED CRYPTOCURRENCY AND THAT MINER IS GENERALLY AVAILABLE BEFORE THE PRODUCT (OR EXPECTED TO BE GENERALLY AVAILABLE BEFORE THE PRODUCT), IS PRICED SIGNIFICANTLY LOWER THAN THE PRODUCT (OR EXPECTED TO BE PRICED SIGNIFICANTLY LOWER THAN THE PRODUCT) OR OTHERWISE PROVES TO BE BETTER THAN THE PRODUCT (OR IS EXPECTED TO BE PROVED BETTER THAN THE PRODUCT), AND AS A RESULT: (A) OBELISK ELECTS NOT TO MANUFACTURE THE PRODUCT OR (B) YOU ELECT TO RECEIVE THE LIMITED REFUND AMOUNT, WAIVE YOUR RIGHTS UNDER THE VOUCHER AND LOSE THE DIFFERENCE BETWEEN THE VOUCHER PURCHASE PRICE AND THE LIMITED REFUND AMOUNT;
- THE VALUE OF THE MINED CRYPTOCURRENCY MAY BE DEPENDENT ON THE MINED CRYPTOCURRENCY'S AVAILABILITY ON CRYPTOCURRENCY EXCHANGES; IT IS POSSIBLE SUCH

EXCHANGE(S) MAY CEASE TO EXIST OR CEASE TRADING THE MINED CRYPTOCURRENCY AT SOME POINT IN THE FUTURE, AND NO SUBSTITUTE EXCHANGE IS EXPECTED TO BE FOUND, AND AS A RESULT: (A) OBELISK ELECTS NOT TO MANUFACTURE THE PRODUCT OR (B) YOU ELECT TO RECEIVE THE LIMITED REFUND AMOUNT, WAIVE YOUR RIGHTS UNDER THE VOUCHER AND LOSE THE DIFFERENCE BETWEEN THE VOUCHER PURCHASE PRICE AND THE LIMITED REFUND AMOUNT;

- THE SPECIFICATIONS FOR THE PRODUCT PROVIDED BY OBELISK AT THE TIME OF YOUR VOUCHER REQUEST ARE GUESTIMATES ONLY AND MAY NOT BE ACCURATE WHEN COMPARED TO THE SPECIFICATIONS ANTICIPATED OR ANNOUNCED BY OBELISK ON THE ANNOUNCEMENT DAY, AND AS A RESULT: (A) OBELISK ELECTS NOT TO MANUFACTURE THE PRODUCT OR (B) YOU ELECT TO RECEIVE THE LIMITED REFUND AMOUNT, WAIVE YOUR RIGHTS UNDER THE VOUCHER AND LOSE THE DIFFERENCE BETWEEN THE VOUCHER PURCHASE PRICE AND THE LIMITED REFUND AMOUNT;

9. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL OBELISK BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, ARISING OUT OF OR RELATED TO THE VOUCHER REQUEST, THE VOUCHER OR THIS AGREEMENT, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE) AND EVEN IF OBELISK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. IN NO EVENT WILL OBELISK'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW) EXCEED THE VOUCHER PURCHASE PRICE (AS EXPRESSED IN US DOLLARS AT THE TIME OF PAYMENT) PAID BY YOU. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

10. **Indemnification.** You agree to indemnify and hold Obelisk, its parents, subsidiaries, affiliates, officers, directors, founders, employees, agents, partners and licensors (collectively, the "**Obelisk Parties**") harmless from any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of: (a) your misuse of the Voucher; (b) your violation of this Agreement; (c) your violation of any rights of another party; or (d) your violation of any applicable laws, rules or regulations. Obelisk reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Obelisk in asserting any available defenses. This provision does not require you to indemnify any of the Obelisk Parties for any unconscionable commercial practice by such party or for such party's fraud, deception, false promise, misrepresentation or concealment, suppression or omission of any material fact in connection with the Voucher or Product.

11. **Force Majeure.** Neither party will be liable to the other for any failure to perform its obligations due to an event beyond the control of such party, including, but not limited to, any act of God, terrorism, war, political insurrection, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or man-made eventuality outside of that party's control, which causes the termination of an agreement or contract entered into, or which could not have been reasonably foreseen. Any party affected by such event will inform the other party and use all reasonable endeavors to comply with this Agreement.

12. **Privacy.** If you provide information in connection with this Agreement, Obelisk will not use such information except as necessary or helpful to fulfill process or otherwise administer the Voucher Request and Voucher, as expressly set forth in this Agreement, or as set forth in the Obelisk, Inc. Privacy Policy located at: [obelisk.tech/privacy](http://obelisk.tech/privacy). Obelisk may use such information to create aggregate data that does not identify any specific individual or entity, and it may publish or otherwise provide such aggregate data to its commercial partners.

13. **Entire Agreement; Survival.** This Agreement represents the entire agreement governing your Voucher Request, your Voucher and other subject matter of this Agreement and any prior agreements have no force or effect. All provisions of this Agreement which by their nature should survive, will survive termination, including without limitation, ownership provisions, disclaimers, indemnification, and limitation of liability.

14. **Waiver; Severability.** Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. Except as provided in subsection 16(e), if for any reason a court of competent jurisdiction finds any portion of this Agreement to be unenforceable, the remainder of this Agreement will continue in full force and effect.

15. **Dispute Resolution.** Please read the following arbitration agreement in this Section (“**Arbitration Agreement**”) carefully. It requires you to arbitrate disputes with Obelisk and the Obelisk Parties (as defined in the indemnification above) and limits the manner in which you can seek relief from us and the Obelisk Parties.

(a) Applicability of Arbitration Agreement. You agree that any dispute or claim relating in any way to your Voucher Request, your Voucher, or this Agreement, will be resolved by binding arbitration, rather than in court, except that (i) you may assert claims in small claims court if your claims qualify, so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis; and (ii) you or Obelisk may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents).

IF YOU AGREE TO ARBITRATION WITH OBELISK OR THE OBELISK PARTIES, YOU ARE AGREEING IN ADVANCE THAT YOU WILL NOT PARTICIPATE IN OR SEEK TO RECOVER MONETARY OR OTHER RELIEF IN ANY LAWSUIT FILED AGAINST OBELISK OR THE OBELISK PARTIES ALLEGING CLASS, COLLECTIVE, AND/OR REPRESENTATIVE CLAIMS ON YOUR BEHALF. INSTEAD, BY AGREEING TO ARBITRATION, YOU MAY BRING YOUR CLAIMS AGAINST OBELISK OR THE OBELISK PARTIES ONLY IN AN INDIVIDUAL ARBITRATION PROCEEDING. IF SUCCESSFUL ON SUCH CLAIMS, YOU COULD BE AWARDED MONEY OR OTHER RELIEF BY AN ARBITRATOR. YOU ACKNOWLEDGE THAT YOU HAVE BEEN ADVISED THAT YOU MAY CONSULT WITH AN ATTORNEY IN DECIDING WHETHER TO ACCEPT THIS AGREEMENT, INCLUDING THIS ARBITRATION AGREEMENT.

(b) Arbitration Rules and Forum. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent: Corporation Trust Company, 1209 Orange Street, Wilmington, Delaware 19801. The arbitration will be conducted by JAMS, an established alternative dispute resolution provider. Disputes involving claims and counterclaims under \$250,000, not inclusive of attorneys’ fees and interest, will be subject to JAMS’s most current version of the Streamlined Arbitration Rules and procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration/> all other claims will be subject to JAMS’s most current version of the Comprehensive Arbitration Rules and Procedures, available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS’s rules are also available at [www.jamsadr.com](http://www.jamsadr.com) or by calling JAMS at 800-352-5267. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. If the arbitrator finds that you cannot afford to pay JAMS’s filing, administrative, hearing and/or other fees and cannot obtain a waiver from JAMS, Obelisk will pay them for you..

You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

(c) Authority of Arbitrator. The arbitrator, and not any federal, state or local court or agency will have exclusive authority to resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of you and Obelisk or the Obelisk Parties. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator will have the authority to grant motions dispositive of all or part of any claim. The arbitrator will have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum’s rules, and the Agreement (including the Arbitration

Agreement). The arbitrator will issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

(d) Waiver of Jury Trial. YOU AND OBELISK HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT (OTHER THAN AS PROVIDED IN SUBSECTION 16(a)) AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Obelisk are instead electing that all claims and disputes will be resolved by arbitration under this Arbitration Agreement, except as specified herein. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

(e) Waiver of Class or Consolidated Actions. ALL CLAIMS AND DISPUTES SUBJECT TO MANDATORY ARBITRATION UNDER THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, REPRESENTATIVE OR COLLECTIVE BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE FOR CLAIMS COVERED BY THIS ARBITRATION AGREEMENT, AND CLAIMS OF MORE THAN ONE CUSTOMER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER. If a binding decision is issued stating that applicable law precludes enforcement of any limitations of this subsection 16(e) as to a given claim for relief, then the applicable claim, and only that applicable claim, must be severed from the arbitration and brought into the state or federal courts located in Boston, Massachusetts in accordance with Section 18. All other claims shall be arbitrated.

(f) Survival of Arbitration Agreement. This Arbitration Agreement will survive the termination of your relationship with Obelisk or the Obelisk Parties.

(g) Confidentiality. You acknowledge that the arbitration proceedings are confidential and that any order and settlement in connection with the Arbitration will not be disclosed to any third party, including by press release, disclosure to any member of the press, posting to social media pages or discussion (whether orally or in writing) with other members of the community or failure to keep the settlement documents secure and not visible to third parties.

16. **No Assignment**. This Agreement, the Voucher, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without Obelisk's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

17. **Exclusive Venue**. To the extent the parties are permitted under this Agreement to initiate litigation in a court (other than a small claims court), both you and Obelisk agree that all applicable claims and disputes arising out of or relating to this Agreement will be litigated exclusively in the state or federal courts located in Boston, Massachusetts, U.S.A.

18. **Governing Law**. This Agreement and any action related thereto will be governed and interpreted by and under the laws of the Commonwealth of Massachusetts, U.S.A, consistent with the Federal Arbitration Act, without giving effect to any principles that provide for the application of the law of another jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

19. **Notice**. Where Obelisk requires that you provide an e-mail address, you are responsible for providing Obelisk with your most current e-mail address. In the event that the last e-mail address you provided to Obelisk is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by this Agreement, Obelisk's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to Obelisk at the following address: 280 Congress St, Floor 12, Boston, MA 02210. Such notice will be deemed given when received by Obelisk by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address.

20. **Consent to Electronic Communications**. The communications between you and Obelisk use electronic means, whether you visit our website or send us emails, or whether we post notices on our website or communicate with you via e-mail. For contractual purposes, you (a) consent to receive communications from Obelisk in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Obelisk provides to you electronically satisfy any



legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights.

## OBELISK PRODUCT TERMS OF USE FOR VOUCHER HOLDERS

<b>Product:</b> Obelisk Miner for Grin Cryptocurrency using the Proof Of Work Algorithm identified by Obelisk on the Announcement Date.	<b>Product Batch Number:</b> As announced by Obelisk
<b>Estimated Shipping Date:</b> As identified by Obelisk on the Announcement Day	<b>Purchase Price:</b> The amount paid for the Voucher
<b>Proof of Work:</b> as announced by Obelisk on the Announcement Date	
<b>Specifications:</b> The Product is designed specifically for use in connection with the Grin blockchain network (the “ <b>Blockchain Network</b> ”) and the Proof-of-Work Algorithm(s) identified by Obelisk on the Announcement Date for mining of the Grin cryptocurrency token within the Blockchain Network (the “ <b>Mined Cryptocurrency</b> ”). Additional specifications are as announced by Obelisk on Announcement Day as the Product Specifications.	

Welcome to Obelisk, Inc. (“**Obelisk**”, “**we**” or “**us**”) a manufacturer of cryptocurrency miners. Obelisk and Voucher Holder are parties to a Voucher Agreement pursuant to which Voucher Holder purchased a Voucher that may be redeemed for the Product (the “**Voucher Agreement**”). All terms not defined in these Product Terms of Use for Voucher Holders (the “**Agreement**”) have the meaning given them in the Voucher Agreement.

**PLEASE READ THIS AGREEMENT CAREFULLY. THIS AGREEMENT IS A LEGAL AGREEMENT BETWEEN US AND THE VOUCHER HOLDER AND BECOMES EFFECTIVE UPON THE EARLIER OF THE DATE: (A) THAT YOU REDEEM YOUR VOUCHER INDICATING YOUR INTENT TO RECEIVE THE PRODUCT (OR THAT YOUR VOUCHER IS OTHERWISE DEEMED REDEEMED) AND (B) THAT THE REFUND REQUEST PERIOD ENDS, PROVIDED THAT THIS AGREEMENT WILL NOT GO INTO EFFECT IF YOU HAVE REQUESTED TO RECEIVE A REFUND IN THE AMOUNT OF THE LIMITED REFUND AMOUNT. WE MAY TERMINATE THIS AGREEMENT AT ANY TIME WITH OR WITHOUT NOTICE TO YOU. THE VOUCHER AGREEMENT AND THIS AGREEMENT MAY BE IN EFFECT AT THE SAME TIME. THE TERMINATION OF ONE AGREEMENT WILL NOT AFFECT WHETHER THE OTHER AGREEMENT IS IN EFFECT.**

The parties agree as follows:

1. **Transfer of Risk and Title.** Risk of loss of the Product passes to you on our delivery of the Product to the carrier, and you are responsible for any loss or damage to the Product from that point. Claims against a carrier for damage during shipping are your responsibility.
2. **Terms and Conditions.** The purchase and use of the Product is subject to terms and conditions set forth below.
  - (a) Compliance with laws. Use of the Product may be subject to local laws, regulations, and ordinances in your jurisdiction. You are responsible for complying with all applicable laws. It is your responsibility to determine whether your use of the Product complies with local laws, regulations, and ordinances. If you do not have sufficient information to determine whether your use of the Product will comply with all applicable laws, regulations, and ordinances, then you should not use the Product.
  - (b) Compliance with Documentation and the Terms and Conditions. You agree to use the Product only in conformance with the user manuals and the reasonable direction and specifications provided by Obelisk (the “**Documentation**”) and in no other manner. If you fail to use the Product in conformance with the Documentation, the Product may not operate properly.
  - (c) Export Control. You acknowledge that Products may be subject to export control laws and other laws and regulations of the United States and other countries. You are responsible for compliance with all applicable export control laws and regulations. You represent that you will not export, re-export, or transfer indirectly or directly any Product outside of the United States without

obtaining proper authorization from the applicable government agencies. Without limiting the immediately preceding sentence, you will not export, re-export, or transfer directly or indirectly any Product to: (i) any country (or entity or national thereof) that is subject to an embargo or designated as state sponsors of terrorism by the United States, which as of the Effective Date, includes Cuba, Iran, Sudan, Syria, North Korea, and the Crimea Region of the Ukraine; (ii) a person or entity appearing on any U.S. prohibitive or restricted party list, including persons or entities on the Treasury Department's Specially Designated National List, Foreign Sanctions Evaders List, or Sectoral Sanctions Identification List or the Commerce Department's Entities List, Unverified List or Denied Persons List; or (iii) any destination for an end-use that is prohibited by applicable law.

3. **Intellectual Property.** Obelisk and its licensors own all intellectual property rights in the Product, including the ASIC Chip. Obelisk reserves all rights in and to the Products not granted expressly in this Agreement or such other additional license terms. You will not adapt, alter, modify, improve, translate or create derivative works of the Products or otherwise reverse engineer, decompile or disassemble the Product.

4. **Sophisticated Purchaser.** YOU REPRESENT AND WARRANT THAT YOU ARE AN ENTREPRENEUR ENTERING INTO THIS AGREEMENT IN CONNECTION WITH A COMMERCIAL CRYPTOCURRENCY MINING ENTERPRISE. THE PRODUCT IS DESIGNED AND INTENDED FOR COMMERCIAL USE BY SOPHISTICATED ENTREPRENEURS AND NOT CONSUMERS PURCHASING FOR THEIR PERSONAL, NON-COMMERCIAL USE. YOU REPRESENT AND WARRANT THAT YOU ACKNOWLEDGE THAT, AS WITH ALL COMMERCIAL ENTERPRISES, THERE ARE RISKS IN CONNECTION WITH THIS PURCHASE, WHICH RISKS MAY BE MORE ACUTE IN CONNECTION WITH PRODUCTS THAT ARE NOT YET MANUFACTURED AND PRODUCTS INTENDED FOR USE WITH A CRYPTOCURRENCY BLOCKCHAIN NETWORK THAT HAS SPECIFICALLY STATED ITS INTENT TO BE ASIC RESISTANT FOR AT LEAST SOME PERIOD OF TIME. SPECIFICALLY, YOU REPRESENT THAT YOU UNDERSTAND THAT THE ESTIMATED DELIVERY DATE SPECIFIED BY US ON THE ANNOUNCEMENT DATE IS JUST THAT, ESTIMATED. WHILE WE HAVE DONE OUR BEST TO PROPERLY ESTIMATE THE DATE ON WHICH WE WILL DELIVER THE PRODUCT TO YOU, ANY NUMBER OF FACTORS MAY CAUSE A DELAY IN THE DELIVERY OF THE PRODUCT, INCLUDING PROCUREMENT, SUPPLY CHAIN AND MANUFACTURING PROBLEMS, SUPPLIER ERRORS, DESIGN CHANGES AND FORCE MAJEURE EVENTS LIKE EARTHQUAKES AND OTHER NATURAL DISASTERS THAT ARE BEYOND OUR CONTROL -- AS WELL AS ANY OF THE OTHER RISK FACTORS IDENTIFIED IN SECTIONS 7 AND 8.

5. **Refunds.**

(a) **Cancellation.** We reserve the right to cancel your right to receive the Products at any time prior to the shipment of the Product to you so long as we provide you a refund of the Voucher Price. This is true even after your Voucher Request has been accepted, your Voucher has been submitted for redemption, or your submission for Voucher redemption has been acknowledged or accepted. Any and all refunds of the Voucher Price will be made solely by Obelisk in our sole discretion. In the event that we exercise our cancellation right set forth in this Section 5(a), you covenant not to sue us for any reason in connection with this Agreement and you waive and release all claims in connection with this Agreement.

(b) **Refund Mechanics.** All refunds, including Limited Refund Amounts, will be credited back to the same payment method used to make the Payment and are exclusive of any processing or postage fees previously paid by you. For Payments made in Purchase Cryptocurrency, refunds provided after acceptance of your Voucher Request will be, as applicable, the Voucher Price or Limited Refund Amount (as expressed in U.S. dollars) paid in Purchase Cryptocurrency at the currency conversion rate for such Purchase Cryptocurrency relative to the US dollar in effect at the time the refund is provided. For example, if the exchange rate for the Purchase Cryptocurrency at the time of purchase is \$1000 per token and is \$1500 per token at the time of refund, Voucher Holder will pay 3 tokens to pay the Voucher Purchase Price and will receive a refund of 2 tokens if the entire Voucher Purchase Price is refunded. The exchange used to determine the currency conversion rate will be at our reasonable discretion. For Payments made by check or wire transfer, any processing or postage fees we incur to complete your refund will be deducted from your refund amount.

6. **Amendments to this Agreement.** We reserve the right to amend this Agreement at any time prior to the shipment of the Product to you which amended terms will be enforceable against you upon receipt of notice. If we amend the Agreement (the "**Amended Agreement**"), we may require that you demonstrate your assent to the Amended Agreement in accordance with procedures we establish (the "**Amendment Procedures**"). **If you do not agree to the Amended Agreement in accordance with**

**the Amendment Procedures, we may elect to issue you a refund in the amount of the Limited Refund Amount and cancel your right to receive the Product. Any such right will be null and void.**

7. **GENERAL DISCLAIMER.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PRODUCTS ARE PROVIDED “AS IS” AND “AS AVAILABLE”, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND OBELISK HEREBY DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE PRODUCT WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. OBELISK WILL USE REASONABLE EFFORTS TO PASS THROUGH TO YOU ANY THIRD PARTY WARRANTIES APPLICABLE TO THE PRODUCT.

8. **SPECIFIC DISCLAIMERS:** THERE ARE A NUMBER OF FACTORS THAT MAY SIGNIFICANTLY, IF NOT ENTIRELY, DIMINISH THE VALUE OF, AND THE PURPOSE FOR, THE PRODUCT. **YOU AGREE THAT YOU ASSUME ALL RISKS ASSOCIATED WITH THE DIMINUTION IN VALUE ASSOCIATED WITH THE PRODUCT AFTER THE EFFECTIVE DATE OF THIS AGREEMENT INCLUDING THE FOLLOWING RISK FACTORS:**

- OBELISK MAY ENCOUNTER SIGNIFICANT DELAYS IN THE DESIGN, TESTING OR MANUFACTURE OF THE PRODUCT, OR IN THE DEVELOPMENT OF PROTOTYPES OF THE PRODUCT, MAKING IT UNLIKELY THAT THE PRODUCT WILL BE TIMELY DELIVERED AND / OR ABLE TO COMPETE, AND AS A RESULT THE PRODUCT WILL BE OF LIMITED OR NO VALUE;
- GRIN COMMUNITY LEADERS HAVE BEEN PARTICULARLY VOCAL ABOUT PHASING IN ASICS SLOWLY OVER TIME. THE COMMUNITY LEADERS HAVE STATED THAT THEY INTEND TO IMPLEMENT THIS BY: (A) HAVING AT LEAST ONE PROOF OF WORK THAT IS ASIC RESISTANT AND ONE THAT IS ASIC FRIENDLY, (B) ALLOCATING A SMALL PERCENTAGE OF TRANSACTIONS TO THE ASIC FRIENDLY PROOF OF WORK AT LAUNCH AND GROWING THE ALLOCATION SLOWLY OVER TIME AND (C) BY POTENTIALLY CHANGING THE ASIC-FRIENDLY PROOF OF WORK OVER TIME. GIVEN THE GRIN COMMUNITY LEADERS’ STATED POSITION, THE GRIN COMMUNITY MAY ENGAGE IN ACTIVITIES, INCLUDING HARD FORKING OF THE PROOF OF WORK, THAT RENDER THE PRODUCT OBSOLETE (AND OF LIMITED OR NO VALUE) BEFORE OR AFTER THE PRODUCT IS DELIVERED.
- THE CRYPTOCURRENCY COMMUNITY MAY ELECT TO HARD FORK THE PROOF-OF-WORK ALGORITHM, OR THE PROOF-OF-WORK ALGORITHM ANNOUNCED BY THE GRINCOMMUNITY IN CONNECTION WITH THE MINED CRYPTOCURRENCY MAY NOT BE ACCURATE OR MAY OTHERWISE CHANGE, AND AS A RESULT WILL BE OF LIMITED OR NO VALUE. WITHOUT LIMITING THE FOREGOING:
  - The Product may be designed for the Grin codebase as of January 16, 2019, from the below commit hash. If significant changes are made to the parts of the codebase related to mining, the Product might not work. <https://github.com/mimblewimble/grin/commit/607813a8aa1c97cfddb81e6d95e5d1b54cfc13d5>
  - The current consensus code that describes how the different mining algorithms phase out is set forth at <https://github.com/mimblewimble/grin/blob/ba994248ac7f4e4e9e24abb5c654051f81862779/core/src/consensus.rs#L167-L177>. If this description changes or is not accurate regarding the schedule for switching from Cuckatoo31 or Cuckatoo32, the designed chip may not mine anything useful.
  - The current consensus code for the verification algorithm can be found at lines 280-339 at <https://github.com/mimblewimble/grin/blob/ba994248ac7f4e4e9e24abb5c654051f81862779/core/src/pow/cuckatoo.rs#L280-L339>. If these lines of code change, the designed chip may not work.
- THE GRIN BLOCKCHAIN NETWORK MAY NOT FIND A MARKET AND THE NUMBER OF TRANSACTIONS ON THE BLOCKCHAIN NETWORK ANTICIPATED BY OBELISK TO BE RECORDED

IN THE BLOCKCHAIN MAY BE SMALLER THAN CURRENTLY ANTICIPATED, AND AS A RESULT, THE PRODUCT WILL BE OF LIMITED OR OF NO VALUE.

- THE BLOCKCHAIN NETWORK AND THE MINED CRYPTOCURRENCY MAY CEASE TO EXIST AND THE PRODUCT WILL BE OF LIMITED OR NO VALUE. AND AS A RESULT THE PRODUCT WILL BE OF LIMITED OR NO VALUE;
- A DIFFERENT PARTY MAY DEVELOP A MINER DESIGNED FOR THE MINING OF THE MINED CRYPTOCURRENCY AND THAT MINER IS GENERALLY AVAILABLE BEFORE THE PRODUCT, IS PRICED SIGNIFICANTLY LOWER THAN THE PRODUCT OR OTHERWISE PROVES TO BE BETTER THAN THE PRODUCT AND AS A RESULT THE PRODUCT WILL BE OF LIMITED OR NO VALUE;
- THE VALUE OF THE MINED CRYPTOCURRENCY MAY BE DEPENDENT ON THE MINED CRYPTOCURRENCY'S AVAILABILITY ON CRYPTOCURRENCY EXCHANGES; IT IS POSSIBLE SUCH EXCHANGE(S) MAY CEASE TO EXIST OR CEASE TRADING THE MINED CRYPTOCURRENCY AT SOME POINT IN THE FUTURE, AND NO SUBSTITUTE EXCHANGE IS FOUND, AND THEREFORE, THE PRODUCT WILL BE OF LIMITED OR NO VALUE.
- THE SPECIFICATIONS FOR THE PRODUCT PROVIDED BY OBELISK ON OR ABOUT THE ANNOUNCEMENT DATE ARE ESTIMATES ONLY AND MAY NOT BE ACCURATE WHEN COMPARED TO THE SPECIFICATIONS OF THE FINAL PRODUCT THAT IS MADE AVAILABLE TO YOU.
- THE PRODUCT IS NOT DESIGNED TO BE USEFUL ON OTHER CHAINS, INCLUDING THOSE USING THE SAME PROOF OF WORK ALGORITHM.

9. **COLOCATION DISCLAIMER.** OBSELIK MAY PROVIDE YOU THE OPTION TO SHIP THE PRODUCT TO A COLOCATION FACILITY. WHILE OBELISK ENDEAVORS TO DIRECT YOU TO LEGITIMATE FACILITIES, OBELISK DOES NOT ENDORSE, APPROVE, OR GUARANTEE SERVICES PROVIDED BY OR AT A COLOCATION FACILITY. OBELISK IS NOT RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGE OF ANY SORT RESULTING FROM YOUR USE OF, OR FOR ANY FAILURE OF, PRODUCTS OR SERVICES PROVIDED AT OR FROM A COLOCATION FACILITY. OBELISK RECOMMENDS THESE RESOURCES ON AN "AS IS" BASIS. IF YOU ELECT TO SHIP TO A COLOCATION FACILITY, THE ACTUAL COLOCATION AGREEMENT FOR THE STORAGE OF THE PRODUCT WILL BE BETWEEN YOU AND THE COLOCATION FACILITY. YOU HEREBY IRREVOCABLY WAIVE ANY CLAIM AGAINST OBSELIK WITH RESPECT TO SUCH COLOCATION FACILITIES. BY ELECTING TO SHIP TO A COLOCATION FACILITY, YOU ARE EXPRESSLY PERMITTING OBSELIK TO DISCLOSE CONTACT AND ORDER INFORMATION INCLUDING YOUR NAME, EMAIL ADDRESS, BACKUP EMAIL ADDRESS, PHONE NUMBER AND ORDER DETAILS AS NECESSARY TO FACILITATE THE USE THE COLOCATION FACILITY.

10. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL OBELISK BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, ARISING OUT OF OR RELATED TO THE PRODUCT OR THIS AGREEMENT OR YOUR USE OF OR INABILITY TO USE ANY PRODUCT, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE) AND EVEN IF OBELISK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. IN NO EVENT WILL OBELISK'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW) EXCEED THE PURCHASE PRICE (AS EXPRESSED IN US DOLLARS AT THE TIME OF PAYMENT) FOR THE PRODUCTS PURCHASED BY YOU. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

11. **Indemnification.** You agree to indemnify and hold Obelisk, its parents, subsidiaries, affiliates, officers, directors, founders, employees, agents, partners and licensors (collectively, the "**Obelisk Parties**") harmless from any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of: (a) your use of, or inability to use, the Product;

(b) your violation of this Agreement; (c) your violation of any rights of another party; or (d) your violation of any applicable laws, rules or regulations. Obelisk reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Obelisk in asserting any available defenses. This provision does not require you to indemnify any of the Obelisk Parties for any unconscionable commercial practice by such party or for such party's fraud, deception, false promise, misrepresentation or concealment, suppression or omission of any material fact in connection with the Product.

12. **Force Majeure.** Neither party will be liable to the other for any failure to perform its obligations due to an event beyond the control of such party, including, but not limited to, any act of God, terrorism, war, political insurrection, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or man-made eventuality outside of that party's control, which causes the termination of an agreement or contract entered into, or which could not have been reasonably foreseen. Any party affected by such event will inform the other party and use all reasonable endeavors to comply with this Agreement.

13. **Privacy.** If you provide information in connection with this Agreement, Obelisk will not use such information except as necessary or helpful to fulfill its obligations under this Agreement as set forth in the Obelisk, Inc. Privacy Policy located at: obelisk.tech/privacy. Obelisk may use such information to create aggregate data that does not identify any specific individual or entity, and it may publish or otherwise provide such aggregate data to its commercial partners.

14. **Modification of this Agreement.** We reserve the right, at our discretion, to modify this Agreement on a going-forward basis at any time. Please check this Agreement periodically for changes. If a change to this Agreement materially modifies your rights or obligations, you will be required to accept the modified Agreement in order for your order to remain valid. Material modifications are effective upon your acceptance of the modified Agreement. Immaterial modifications are effective upon publication.

15. **Entire Agreement; Survival.** This Agreement, combined with the Voucher Agreement, represents the entire agreement governing your Voucher Request, your Voucher and other subject matter of this Agreement and any prior agreements have no force or effect. All provisions of this Agreement which by their nature should survive, will survive termination, including without limitation, ownership provisions, disclaimers, indemnification, and limitation of liability

16. **Waiver; Severability.** Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. Except as provided in subsection 17(e), if for any reason a court of competent jurisdiction finds any portion of this Agreement to be unenforceable, the remainder of this Agreement will continue in full force and effect.

17. **Dispute Resolution.** Please read the following arbitration agreement in this Section ("**Arbitration Agreement**") carefully. It requires you to arbitrate disputes with Obelisk and the Obelisk Parties (as defined in the indemnification above) and limits the manner in which you can seek relief from us and the Obelisk Parties.

(a) Applicability of Arbitration Agreement. You agree that any dispute or claim relating in any way to the Product or this Agreement, will be resolved by binding arbitration, rather than in court, except that (i) you may assert claims in small claims court if your claims qualify, so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis; and (ii) you or Obelisk may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents).

IF YOU AGREE TO ARBITRATION WITH OBELISK OR THE OBELISK PARTIES, YOU ARE AGREEING IN ADVANCE THAT YOU WILL NOT PARTICIPATE IN OR SEEK TO RECOVER MONETARY OR OTHER RELIEF IN ANY LAWSUIT FILED AGAINST OBELISK OR THE OBELISK PARTIES ALLEGING CLASS, COLLECTIVE, AND/OR REPRESENTATIVE CLAIMS ON YOUR BEHALF. INSTEAD, BY AGREEING TO ARBITRATION, YOU MAY BRING YOUR CLAIMS AGAINST OBELISK OR THE OBELISK PARTIES ONLY IN AN INDIVIDUAL ARBITRATION PROCEEDING. IF SUCCESSFUL ON SUCH CLAIMS, YOU COULD BE AWARDED MONEY OR OTHER RELIEF BY AN ARBITRATOR. YOU ACKNOWLEDGE THAT YOU HAVE BEEN ADVISED THAT YOU MAY CONSULT WITH AN ATTORNEY IN DECIDING WHETHER TO ACCEPT THIS AGREEMENT, INCLUDING THIS ARBITRATION AGREEMENT.

(b) Arbitration Rules and Forum. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim

to our registered agent: Corporation Trust Company, 1209 Orange Street, Wilmington, Delaware 19801. The arbitration will be conducted by JAMS, an established alternative dispute resolution provider. Disputes involving claims and counterclaims under \$250,000, not inclusive of attorneys' fees and interest, will be subject to JAMS's most current version of the Streamlined Arbitration Rules and procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration/> all other claims will be subject to JAMS's most current version of the Comprehensive Arbitration Rules and Procedures, available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS's rules are also available at [www.jamsadr.com](http://www.jamsadr.com) or by calling JAMS at 800-352-5267. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. If the arbitrator finds that you cannot afford to pay JAMS's filing, administrative, hearing and/or other fees and cannot obtain a waiver from JAMS, Obelisk will pay them for you.

You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

(c) Authority of Arbitrator. The arbitrator, and not any federal, state or local court or agency will have exclusive authority to resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of you and Obelisk or the Obelisk Parties. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator will have the authority to grant motions dispositive of all or part of any claim. The arbitrator will have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and the Agreement (including the Arbitration Agreement). The arbitrator will issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

(d) Waiver of Jury Trial. YOU AND OBELISK HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT (OTHER THAN AS PROVIDED IN SUBSECTION 17(a)) AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Obelisk are instead electing that all claims and disputes will be resolved by arbitration under this Arbitration Agreement, except as specified herein. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

(e) Waiver of Class or Consolidated Actions. ALL CLAIMS AND DISPUTES SUBJECT TO MANDATORY ARBITRATION UNDER THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, REPRESENTATIVE OR COLLECTIVE BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE FOR CLAIMS COVERED BY THIS ARBITRATION AGREEMENT, AND CLAIMS OF MORE THAN ONE CUSTOMER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER. If a binding decision is issued stating that applicable law precludes enforcement of any limitations of this subsection 17(e) as to a given claim for relief, then the applicable claim, and only that applicable claim, must be severed from the arbitration and brought into the state or federal courts located in Boston, Massachusetts in accordance with Section 19. All other claims shall be arbitrated.

(f) Survival of Arbitration Agreement. This Arbitration Agreement will survive the termination of your relationship with Obelisk or the Obelisk Parties.

(g) Confidentiality. You acknowledge that the arbitration proceedings are confidential and that any order and settlement in connection with the Arbitration will not be disclosed to any third party, including by press release, disclosure to any member of the press, posting to social media pages or discussion (whether orally or in writing) with other members of the community or failure to keep the settlement documents secure and not visible to third parties.

18. **Assignment**. This Agreement, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without Obelisk's or the Obelisk Party's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

19. **Exclusive Venue**. To the extent the parties are permitted under this Agreement to initiate litigation in a court (other than a small claims court), both you and Obelisk agree that all applicable claims and disputes arising out of or relating to this Agreement will be litigated exclusively in the state or federal courts located in Boston, Massachusetts, U.S.A.

20. **Governing Law.** This Agreement and any action related thereto will be governed and interpreted by and under the laws of the Commonwealth of Massachusetts, U.S.A, consistent with the Federal Arbitration Act, without giving effect to any principles that provide for the application of the law of another jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

21. **Notice.** Where Obelisk requires that you provide an e-mail address, you are responsible for providing Obelisk with your most current e-mail address. In the event that the last e-mail address you provided to Obelisk is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by this Agreement, Obelisk's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to Obelisk at the following address: 280 Congress St, Floor 12, Boston, MA 02210. Such notice will be deemed given when received by Obelisk by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address.

22. **Consent to Electronic Communications.** The communications between you and Obelisk use electronic means, whether you visit our website or send us emails, or whether we post notices on our website or communicate with you via e-mail. For contractual purposes, you (a) consent to receive communications from Obelisk in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Obelisk provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights.