

CONTRACT FOR THE SALE OF GOODS

This AGREEMENT is made and entered into as of the date the last party signs it (hereinafter the "EFFECTIVE DATE") by and between HF LLC, a(n) New York Limited Liability Company having its principal offices at 5 Madison Ave, New York, NY 10010, USA (hereinafter referred to as "PURCHASER") and Supple Staking LLC, a(n) Delaware Limited Liability Company, having its principal offices at Fairfield Ave, Shreveport, LA, USA (hereinafter referred to as "SUPPLIER").

WHEREAS SUPPLIER is a merchant engaged in the business of supplying "Super Staker Hardware" referenced in Article 1 of this AGREEMENT ("PRODUCTS").

WHEREAS PURCHASER utilizes "Super Staker Hardware" in connection with PURCHASER'S business.

THEREFORE intending to be legally bound, PURCHASER and SUPPLIER agree as follows:

1. SALE OF GOODS

(a) In exchange for the consideration set forth in this AGREEMENT, SUPPLIER shall sell and deliver at 5 Madison Ave, New York, NY 10010, USA 10,000 PRODUCTS on November 15, 2020.

Time is of the essence for delivery under this AGREEMENT.

(b) The predominant subject matter of this AGREEMENT is the sale of goods, notwithstanding certain attendant services provided pursuant to the sale and purchase of PRODUCTS hereunder.

2. PRICING AND PRICE ADJUSTMENTS

(a) Following acceptance of each PRODUCT, PURCHASER shall pay SUPPLIER \$1,000 within 5 days of PURCHASER's receipt of an invoice.

(b) All amounts due hereunder are payable in U.S. dollars or reasonable tokenized equivalent on Ethereum and shall be exclusive of taxes (including, without limitation, any added value, use, sales, or similar tax) and any import duties or other charges imposed by the country of final destination upon shipments to any non-U.S. PURCHASER sites. PURCHASER shall pay any and all such taxes and duties and shall hold SUPPLIER harmless for the obligation to make such payments. However, if SUPPLIER, in its sole discretion, chooses to make any such payment, PURCHASER shall reimburse SUPPLIER in full. All transactions pursuant to this AGREEMENT shall be considered taxable unless PURCHASER provides SUPPLIER appropriate verification of exemption.

3. DELIVERY PERFORMANCE

(a) All PRODUCTS shipped by SUPPLIER shall be delivered to 5 Madison Ave, New York, NY 10010, USA as defined by the Uniform Commercial Code, or as may be revised during the term of this AGREEMENT. SUPPLIER shall be solely responsible for all transportation expenses and risk.

(b) PURCHASER shall have the option to select the identity of the carrier(s). SUPPLIER shall forward written notice of shipment of PRODUCTS to PURCHASER within 1 days of such shipment. The original bill of lading must accompany the invoice and be mailed in accordance with the instructions on the face of the applicable purchase order. Complete packing lists must accompany each shipment. Separate invoices are required for each purchase order issued and for each shipment when partial deliveries are made.

4. REJECTION AND REVOCATION OF ACCEPTANCE

(a) Following delivery of the PRODUCTS ordered, PURCHASER shall have a reasonable time to inspect and to reject them if they fail to strictly conform to this AGREEMENT, and to revoke its acceptance of them where appropriate under law. With regard to PRODUCTS that are rejected or for which acceptance has been revoked, PURCHASER at its option and at the expense and risk of SUPPLIER, may return such PRODUCTS to SUPPLIER or store them pending instructions from SUPPLIER as to their disposal. Payment for the PRODUCTS shall not constitute acceptance.

5. WARRANTY

(a) SUPPLIER warrants that the title to PRODUCTS sold hereunder to be good and free and clear of all security interests, liens, encumbrances and/or colorable claims, including any claims of patent infringement or the like, but SUPPLIER does not warrant title to the PRODUCTS to the extent a claim arises from PURCHASER's specifications.

(b) SUPPLIER warrants that the PRODUCTS shall be merchantable quality, free from defects in material, design and workmanship, shall be fit for the particular purposes intended, and shall conform to all specifications, samples, drawings and plans, if any, furnished by PURCHASER.

(c) For any services rendered in connection with this AGREEMENT, SUPPLIER warrants that all such services shall be performed in conformity with the highest standards practiced by firms that perform services of a similar nature, at the time and place the services herein are performed, and that SUPPLIER shall use its best efforts in the performance of all services.

6. LIMITATION OF LIABILITY

(a) IN NO EVENT SHALL SUPPLIER BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, LOST PROFITS, LOST REVENUES, OR PUNITIVE DAMAGES ARISING FROM, CONNECTED WITH, OR RELATING TO THIS AGREEMENT, WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) The parties agree that the SUPPLIER will repair or replace, at the SUPPLIER's option, any defective part in the PRODUCT for a period of 5 days from the date of delivery. This remedy is intended to be the sole and exclusive remedy of the PURCHASER under this AGREEMENT. Should this sole and exclusive remedy fail of its essential purpose, however, the SUPPLIER will return the purchase price to the PURCHASER minus the reasonable value of the PURCHASER's use of the PRODUCTS. The parties also agree that, regardless of the failure of the sole and exclusive remedy, SUPPLIER will not be liable for any consequential damages of whatsoever kind or nature. The parties intend the exclusion of consequential damages of as independent agreement apart from the sole and exclusive remedy herein.

7. CONFIDENTIALITY

(a) SUPPLIER shall keep confidential and agrees not to disclose, divulge, or reveal any confidential or proprietary information received from PURCHASER hereunder ("Confidential Information") to third parties without the prior written approval of PURCHASER. For purposes of this Agreement, Confidential Information, if in tangible or readable form, shall be marked or designated as such at the time of disclosure and if transmitted orally, shall be designated as confidential prior to disclosure. This obligation of confidence shall not apply to information which (i) is or becomes publicly available by other than a breach hereof (including, without limitation, any information filed with any governmental agency and available to the public); (ii) is not prominently designated in good faith and in writing as confidential prior to its disclosure to SUPPLIER by PURCHASER; (iii) is known to or in the possession of SUPPLIER at the time of disclosure; (iv) thereafter becomes known to or comes into possession of SUPPLIER from a third party that SUPPLIER reasonably believes is not under any obligation of confidentiality to PURCHASER and is lawfully in the possession of such information; (v) is developed by SUPPLIER independently of any disclosures previously made by PURCHASER to SUPPLIER; (vi) is required to be disclosed by order of a court of competent jurisdiction, administrative agency or governmental body, or by subpoena, summons or other legal process, or by law, rule or regulation, or by applicable regulatory or professional standards, provided that prior to such disclosure by SUPPLIER to the extent possible, PURCHASER is given reasonable advance notice of such order and an opportunity to object to such disclosure; or (vii) is disclosed by SUPPLIER in connection with any judicial or other legal proceeding involving PURCHASER and SUPPLIER relating to this Agreement.

(b) SUPPLIER shall carry out its obligations hereunder using the same degree of care that it uses in protecting its own confidential information, but at least a reasonable degree of care.

8. LAWS INCORPORATED

(a) SUPPLIER agrees to comply with all pertinent federal, state, and municipal and local laws, regulations, ordinances and codes of any governmental authority having jurisdiction.

9. ASSIGNMENT

(a) Any attempt by SUPPLIER to assign its rights or to delegate its obligations under this AGREEMENT without the prior written consent of PURCHASER shall be null and void.

10. SUCCESSORS AND ASSIGNS

(a) Subject to the foregoing, this AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

11. CHOICE OF LAW

(a) All issues and questions concerning the construction, validity, enforcement and interpretation of this AGREEMENT shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. The parties further agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this agreement.

12. ARBITRATION

(a) Any controversy, dispute or claim between the parties arising out of or relating to this AGREEMENT, or the breach, termination or validity thereof, shall be finally settled by a panel of LexDAO Coop arbitrators as identified on the Ethereum blockchain at 0x7938a822dFab3Fc318f5ECfC3C986089fa89f319 in accordance with the arbitration rules recorded on <https://github.com/lexDAO/Arbitration>.

13. INTEGRATED AGREEMENT AND NO-ORAL MODIFICATION

(a) The parties intend this AGREEMENT to constitute the complete, exclusive and fully integrated statement of their agreement. The parties have not relied upon any other statements, agreements, promises, representations, or writings of whatsoever kind or nature that are not contained within the document itself. As such, this document is the sole repository of their agreement and they are not bound by any other statements, agreements, promises, representations, or writings of whatsoever kind or nature. The parties also intend that this complete, exclusive and fully integrated statement of their agreement may not be supplemented or explained (interpreted) by any evidence of trade usage or course of dealing.

(b) Any modification of this AGREEMENT must be evidenced by a writing signed by the parties.

14. NO THIRD PARTY BENEFICIARIES

(a) This AGREEMENT does not confer any rights nor remedies upon any person other than the parties.

15. TIME TO BRING AN ACTION

(a) No action under this AGREEMENT shall be commenced more than a year after it has accrued.

16. ADMINISTRATION

(a) All notices required under this AGREEMENT shall be in writing. Either party may, from time to time by notice in writing pursuant to the terms hereof, change its address or its designated representative for the administration of this AGREEMENT, and for this purpose the notice shall be furnished by an authorized representative of that party.

17. WAIVER

(a) Either party's waiver of any condition or breach by the other party of any of the provisions of the AGREEMENT shall not constitute a waiver of any other condition or breach of the same or any provision.

18. HEADINGS AND SEVERABILITY

(a) Any headings preceding any of the ARTICLES hereof are inserted solely for convenience of reference, shall not constitute a part of the AGREEMENT and shall not otherwise affect the meanings, content, effect or construction of this AGREEMENT. In the event that any provision contained herein is held to be invalid or unlawful, such provision shall be severable from the remaining provisions of this AGREEMENT, which shall remain in full force and effect.

19. **SURVIVAL CLAUSE**

(a) ARTICLES 6 and 7 shall survive termination of this AGREEMENT for a period of six (6) years.

IN WITNESS WHEREOF each of the parties has caused this AGREEMENT to be executed on its behalf by their respective officers thereunto duly all as of the EFFECTIVE DATE written below.

/s/ Hal Fogarty

HF LLC

CEO

/s/ Sam Suplierson

Supple Staking LLC

CEO