
ADVISORY SERVICES AGREEMENT

THIS ADVISORY SERVICES AGREEMENT ("Agreement") is entered into on the October 17, 2017 ("Effective Date") by and between:

- (1) [REDACTED] T [REDACTED] A [REDACTED] P, INC., a Corporation duly formed in the State of Delaware with a registered address located at 8200 Wilshire Boulevard, Suite 200, Beverly Hills, California 90211 ("Company"); and
- (2) [REDACTED] / [REDACTED], an individual with a principal address located at [REDACTED] St [REDACTED], [REDACTED], [REDACTED], [REDACTED] A 92037 ("Consultant").

Company and Consultant may hereinafter individually be referred to as a "Party" or collectively as "the Parties" as the context may require. Each of the Parties shall be construed herein to include any parents, affiliates, successors in title, licensees, assigns, and subsidiaries thereof (collectively "Affiliated Parties"), as well as any directors, officers, employees, agents, and representatives both of the Parties and their respective Affiliated Parties.

RECITALS

WHEREAS Company intends to expand its digital currency mining business via acquiring multi-user or commercial consumers (each a "Target") for the ultimate purpose of assembling a global digital currency mining enterprise;

WHEREAS Company expects to acquire such Targets by way of transactions involving Company's deployment of its Pelecoin software to such digital mining commercial users (each a "Target Acquisition");

WHEREAS Company wishes Consultant to advise and assist Company in the execution of its overall development, operational, and commercial strategies;

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged by the Parties, the provisions of this Agreement are accepted and agreed thereby.

AGREEMENT

- 1 **ENGAGEMENT.** Company hereby engages Consultant, and Consultant hereby accepts such engagement, for a period of Twelve (12) months commencing upon the Effective Date hereof ("Term") to provide customary services as more fully described herein in connection with the advisory services (collectively, the "Advisory Services").
- 2 **TERMINATION/EXTENSION.** The Term may be extended or terminated by mutual written agreement of the Parties provided that, as applicable in the case of such an extension or termination, Company shall pay to Consultant all (i) compensation (whether cash, in-kind, otherwise) due thereto pursuant to Section 3 and Section 4 hereof, as applicable, and (ii) outstanding (but only pre-approved in writing by the Company) expenses incurred and accrued thereby in accordance with Section 5 hereof. Otherwise, for the avoidance of doubt, the provisions set forth in Section 5 through Section 23 shall survive in perpetuity irrespective of