

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT  
PURSUANT TO SECTION 13 OR 15(D) OF  
THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): May 24, 2021

**Riot Blockchain, Inc.**

(Exact name of registrant as specified in its charter)

**Nevada**

(State or other jurisdiction of incorporation)

**001-33675**

(Commission File Number)

**84-1553387**

(I.R.S. Employer Identification No.)

**202 6th Street, Suite 401, Castle Rock, CO 80104**

(Address of principal executive offices)

**(303) 794-2000**

(Registrant's telephone number, including area code)

(Former name, former address, and former fiscal year, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

**Title of each class**

Common Stock

**Trading Symbol(s)**

RIOT

**Name of each exchange on which registered**

NASDAQ Capital Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

**Item 5.02 – Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

**(c) Executive Officer Appointments.**

Executive Chairperson Appointment.

On May 24, 2021, Riot Blockchain, Inc. (“**Riot**,” “**we**,” “**us**,” “**our**,” or the “**Corporation**”) announced the appointment of Mr. Benjamin Yi, currently serving as a member of the Corporation’s Board of Directors (the “**Board**”), to serve as the Corporation’s Executive Chairperson, effective on the same date. In connection with his appointment as the Corporation’s Executive Chairperson, Mr. Yi resigned, effective as of May 24, 2021, as a member of the Board’s Governance and Nominating Committee, and as a member and the chairperson of the Board’s Compensation and Human Resources Committee and Audit Committee. However, Mr. Yi will continue to serve on Riot’s Board as a non-independent executive director, without compensation.

Mr. Yi, 39, has served as a director of the Corporation since October 2018 and as its Chairperson since November 2020. Mr. Yi brings significant corporate governance experience to Riot, having served as an independent director and audit committee chair of several private and public companies. He also brings over fifteen (15) years of unique capital markets experience to the Company, and a particular expertise in fintech, specialty finance, and investing throughout a company’s capital structure. Prior to his appointment, Mr. Yi served as Head of Capital Markets at IOU Financial Inc., an industry leader in online lending to small businesses across North America, where he specializes in capital markets and corporate development. Previously, he served as Vice President of Corporate Development and Strategy at Dundee 360 Real Estate Corporation, a real estate development and services subsidiary of Dundee Corporation, from September of 2015 to September of 2016. Prior to Dundee 360, Mr. Yi served in various progressively senior roles, including as an investment analyst at Dundee Corporation, from April of 2010 to August of 2015, and as senior analyst for product development and analytics at the predecessor to 1832 Asset Management L.P., the Canadian subsidiary of Scotiabank, from July of 2006 to April of 2010.

In addition to his executive and financial experience, Mr. Yi has substantial corporate governance experience: Mr. Yi served as an Independent Director and Chairperson of the Corporate Governance and Remuneration Committee of PetroMaroc Corporation, plc, a UK-based energy company, from December 2013 to December of 2016; as a member of the Board of Managers and Audit Committee of Android Industries, LLC, an Auburn Hills, Michigan-based assembler of complex modules for the automotive industry, from January of 2014 to September of 2016; and, from October of 2013 to September of 2015, as Independent Director and member (and occasional Chairperson) of the Audit Committee of Woulfe Mining Corporation, a publicly-traded Vancouver-based mining company.

In connection with his appointment as Executive Chairperson, Mr. Yi and the Corporation entered into an Executive Employment Agreement, dated as of May 24, 2021 (the “**Yi Employment Agreement**”), pursuant to which Mr. Yi has agreed to serve as the Corporation’s Executive Chairperson for a three- (3)-year term, which renews for successive one- (1)-year terms after the expiration of the initial term. As Executive Chairperson, Mr. Yi will receive a prorated annual salary of \$240,000, and 10 Bitcoin. Pursuant to the Yi Employment Agreement, Mr. Yi was also granted an equity award of 15,000 restricted stock units (“**RSUs**”) under and pursuant to the Riot Blockchain, Inc. 2019 Equity Incentive Plan, as amended (the “**Plan**”), which RSUs are eligible to vest in four (4) equal quarterly installments following his appointment as Executive Chairperson.

The foregoing description of the Yi Employment Agreement does not purport to be complete and is qualified in its entirety by reference to the complete text of the Yi Employment Agreement, filed as Exhibit 10.1 to this Current Report on Form 8-K (this “**Current Report**”) and incorporated by reference herein.

Other than the Yi Employment Agreement, there is no arrangement or understanding between Mr. Yi and any other person pursuant to which Mr. Yi was appointed as Executive Chairperson. There are no family relationships, as defined in Item 401 of Regulation S-K, between Mr. Yi and any of the Corporation’s executive officers or directors or persons nominated or chosen to become a director or executive officer. There are no transactions in which Mr. Yi has an interest requiring disclosure under Item 404(a) of Regulation S-K.

**(d) Election of Directors.**

Expansion of the Board.

Effective as of May 24, 2021, the Board, pursuant to its authority under the Corporation’s bylaws to fix the number of authorized directors on the Board from time to time, unanimously approved the addition of one (1) additional seat on the Board and thereby to fix the number authorized directors on the Board at five (5), at least three (3) of whom must qualify as “independent directors” under applicable NASDAQ listing standards and Securities and Exchange Commission rules.

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Election of New Director.

Effective as of May 24, 2021, to fill the vacancy created by the Board expansion, the Board unanimously approve the election and appointment of Mr. Lance D’Ambrosio to the Board as an independent director, to serve until the 2021 annual meeting of Riot’s shareholders.

Mr. D’Ambrosio, 64, has over thirty (30) years’ experience as a corporate officer and director, with experience in corporate governance, capital raising, financial analysis, mergers and acquisitions, and complex international structuring. Mr. D’Ambrosio currently serves as the Managing Partner of 4 D Investments, a company which focuses on technology and real estate investments. Prior to 4 D Investments, Mr. D’Ambrosio served as the chairperson and chief executive officer of Crystal Peak Minerals, a Canadian public company focused on precious metals mining, from 2010 to 2018. As a corporate executive, Mr. D’Ambrosio has guided both public and private companies through mergers and acquisitions, capital raising campaigns, and other related transactions. He also has significant experience as entrepreneur, having founded and several companies spanning a broad spectrum of industries, including the telecommunications, materials, and automotive sectors. Mr. D’Ambrosio has been recognized as a recipient of the Ernst & Young and Merrill Lynch Entrepreneur of the Year Award in the category of e-Software & Services, and he graduated from the University of Utah in 1979 as a member of the Dean’s Honor List with a Bachelor of Science in Marketing and in Management.

Mr. D’Ambrosio will receive cash and equity compensation in accordance with policies and procedures set by the Compensation and Human Resources Committee for nonemployee directors of the Company, as reported by the Company on its periodic reports and in its proxy statements to its shareholders, as may be adjusted by the Compensation and Human Resources Committee from time to time.

There is no arrangement or understanding between Mr. D’Ambrosio and any other person pursuant to which Mr. D’Ambrosio was appointed as a director. There are no family relationships, as defined in Item 401 of Regulation S-K, between Mr. D’Ambrosio and any of the Corporation’s executive officers or directors or persons nominated or chosen to become a director or executive officer. There are no transactions in which Mr. D’Ambrosio has an interest requiring disclosure under Item 404(a) of Regulation S-K. The Audit Committee has determined Mr. D’Ambrosio qualifies as an “independent director” within the meaning of applicable NASDAQ listing standards and Securities and Exchange Commission rules, including the expanded director independence requirements applicable to members of the Audit Committee.

Committee Appointments.

In connection with Mr. Yi's resignation from his positions on the Board's three (3) standing committees upon his appointment as the Corporation's Executive Chairperson, the Board unanimously voted to appoint Mr. D'Ambrosio, effective as of May 24, 2021 to serve as a member of the Board's Governance and Nominating Committee, Compensation and Human Resources Committee, and as a member and chairperson of its Audit Committee. The Board also unanimously voted to elect Ms. Hannah Cho to serve as chairperson of the Compensation and Human Resources Committee.

Each of Ms. Cho and Mr. D'Ambrosio will receive cash and equity compensation in accordance with policies and procedures set by the Compensation and Human Resources Committee for nonemployee directors of the Corporation, as reported by the Corporation on its periodic reports and in its proxy statements to its shareholders, as may be adjusted from time to time.

#### **Item 8.01 – Other Events.**

On May 24, 2021, the Corporation issued a press release announcing the executive officer and director appointments disclosed under Item 5.02 of this Current Report. A full copy of the press release is attached as Exhibit 99.1 to this Current Report.

This information, including Exhibit 99.1 to this Current Report, is intended to be furnished under Item 8.01 of this Current Report only, and shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), or incorporated by reference in any filing under the Securities Act of 1933, as amended (the "**Securities Act**"), or the Exchange Act, except as shall be expressly set forth by specific reference in such a filing.

#### **About Riot Blockchain**

Information reported in this Current Report on Form 8-K is limited to the scope of the information reportable under a Current Report on Form 8-K under the rules and regulations of the Securities and Exchange Commission. Please refer to the additional information concerning the Corporation referenced in the following notices and safe harbor provision for material risks and other uncertainties.

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#### **Investor Notice**

An investment in the Corporation's common stock involves a high degree of risk, and an investor should only purchase the Corporation's securities if he or she can afford to suffer the loss of his or her entire investment. In determining whether to purchase the Corporation's common stock, an investor should carefully consider all of the material risks described under Item 1A under the heading "Risk Factors" in our most recent Annual Report on Form 10-K for the year ended December 31, 2020, filed with the SEC on March 31, 2021 and amended on April 20, 2021, as supplemented and updated by subsequent Quarterly Reports on Form 10-Q and Current Reports on Form 8-K, together with the financial or other information contained or incorporated by reference in such reports. In addition to the risks discussed in these reports, other risks not presently known to us or that we currently believe to be immaterial may also adversely affect our business, financial condition and results of operations, perhaps materially. The discussions regarding material risks also include forward-looking statements, and actual results and events may differ substantially from those discussed or highlighted in those forward-looking statements.

#### **Safe Harbor**

The information provided in this Current Report may include forward-looking statements relating to future events or the future financial performance of the Corporation. Because such statements are subject to risks and uncertainties, actual results may differ materially from those expressed or implied by such forward-looking statements. Words such as "anticipates," "plans," "expects," "intends," "will," "potential," "hope" and similar expressions are intended to identify forward-looking statements. These forward-looking statements are based upon current expectations of the Corporation and involve assumptions that may never materialize or may prove to be incorrect. Actual results and the timing of events could differ materially from those anticipated in such forward-looking statements as a result of various risks and uncertainties. Detailed information regarding factors that may cause actual results to differ materially from the results expressed or implied by statements in report relating to the Corporation may be found in the Corporation's periodic filings with the Commission, including the factors described in the sections entitled "Risk Factors," copies of which may be obtained from the SEC's website at [www.sec.gov](http://www.sec.gov). The Corporation does not undertake any obligation to update forward-looking statements contained in this Current Report.

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#### **Item 9.01 – Financial Statements and Exhibits.**

(d) Exhibits.

<b>Exhibit Number</b>	<b>Description</b>
10.1	<a href="#">Executive Employment Agreement by and between Riot Blockchain, Inc. and Benjamin Yi, dated as of May 24, 2021.</a>
99.1	<a href="#">Press Release, issued by Riot Blockchain, Inc. on May 24, 2021, announcing the Executive Officer and Board of Director Appointments disclosed under Item 5.02 of this Current Report on Form 8-K (furnished pursuant to Item 8.01 of this Current Report on Form 8-K).*</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

\* The information contained in this Press Release is furnished but not filed for purposes of Section 18 of the Securities Exchange Act of 1934, as amended.

#### **SIGNATURE**

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

RIOT BLOCKCHAIN, INC.

Date: May 24, 2021

By: /s/ Jeffrey McGonegal  
Jeffrey McGonegal  
Chief Financial Officer

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## RIOT BLOCKCHAIN, INC.

**EXECUTIVE EMPLOYMENT AGREEMENT**

This Executive Employment Agreement (the "Agreement") is made and entered into by and between Soo il Benjamin Yi (the "Employee") and Riot Blockchain, Inc., a Nevada corporation (the "Company"). The Employee and the Company shall sometimes be referred to herein as the "Parties", with each of the Employee and the Company a "Party" to this Agreement.

**WHEREAS**, Employee currently serves as a Director of the Company;

**WHEREAS**, the Company desires to employ Employee as the Company's Executive Chairman ("Executive Chairman"), and Employee desires to be employed by the Company in addition to Employee's continued service as a Company Director; and

**WHEREAS**, the Company and the Employee jointly desire to enter into this Agreement to reflect the terms and conditions of the Employee's employment with the Company.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises, and obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of such consideration is hereby acknowledged, the Parties agree as follows:

**1. Duties and Scope of Employment**

a. Effective Date. This Agreement and the Employee's employment with the Company shall be effective as of May 24, 2021 (the "Effective Date").

b. Position; Job Duties. Employee accepts and shall serve full-time as the Company's Executive Chairman. In the Employee's position as Executive Chairman, the Employee shall have such authority and perform such duties and responsibilities as are assigned by the Company's Board of Directors (the "Board") and/or as are otherwise normally associated with a Executive Chairman position including, those specifically outlined on Exhibit "A". The Employee will report to the Company's Board, or such other person or persons as the Company's Board designates.

c. Performance under this Agreement. During the Employment Term (as that term is defined herein), the Employee shall perform and fulfill the Employee's duties and responsibilities under this Agreement to the best of the Employee's abilities and in a trustworthy, professional, competent, and efficient manner. The Employee shall at all times comply with and be subject to all applicable policies, procedures, codes of conduct, requirements, and organizational regulations established by and/or amended by or on behalf of the Company from time to time. In Employee's position as Executive Chairman, Employee shall have the full powers, responsibilities, and authorities customary for the Executive Chairman of corporations of the size, type, and nature of the Company, together with such other powers, authorities, and responsibilities as may reasonably be assigned to Employee by the Company's Board from time to time. Except as within the scope of Employee's authority as Executive Chairman, Employee shall have no authority to bind the Company by a promise or representation or to enter into any contract, either written or oral, affecting the Company or any of its related entities.

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d. Preparation, Ownership, and Storage of Data and Documents. Employee shall prepare, in connection with services performed under this Agreement, all reports, documents and correspondence necessary and/or appropriate under the circumstances, all of which shall belong to the Company. Employee shall store all reports, documents, correspondence, and data on and in Company-designated storage and will not archive or otherwise retain any tangible or intangible copies, summaries, or descriptions of said reports, documents, correspondence, or data or otherwise store any such materials outside of such Company-designated storage.

e. Fiduciary Duty; Conflict of Interests. Employee acknowledges and agrees that Employee owes a fiduciary duty of loyalty, fidelity, and allegiance to act at all times in the best interests of the Company and to not engage in any act which would directly or indirectly injure the Company's business, interests, or reputation. In keeping with the Employee's fiduciary duties and obligations to the Company, Employee shall not become involved in a conflict of interest with the Company, or upon discovery thereof, allow such a conflict to continue. Moreover, Employee shall not engage in any activity that might involve a possible conflict of interest without first obtaining written approval from the Board. Employee may, however, with prior written consent from the Board (which consent shall not unreasonably be withheld), serve on one corporate board as a board member and serve on one civic or non-profit board as a board member at any given time during Employee's employment with the Company; provided, however, that the Employee engages in such outside activities only during the Employee's personal time.

**2. Term of Employment**. The Employee's employment under this Agreement shall continue until the third anniversary of the Effective Date (the "Initial Term") unless terminated earlier pursuant to Section 6 of this Agreement. On the fifth anniversary of the Effective Date, and each annual anniversary thereafter (such date and each annual anniversary thereof a "Renewal Date"), the Agreement shall be automatically extended for successive one year periods (each a "Renewed Term") unless (a) terminated earlier pursuant to Section 6 of this Agreement or (b) either Party delivers written notice to the other, consistent with Section 1.j. of this Agreement, at least 180 days before the applicable Renewal Date of the Employee's or the Company's intention not to renew this Agreement, in each case the Employee's employment hereunder shall be terminated as of the end of the expiring Initial Term or Renewed Term, as the case may be. The Company may, in its sole and absolute discretion, advance the date of termination upon receipt of such written notice from the Employee. The period during which the Employee is employed by the Company under this Agreement is hereinafter referred to as the "Employment Term".

**3. Exclusive Employment; Place of Services**. During Employee's employment with the Company, Employee shall devote all of Employee's working time, attention, knowledge, and skill(s) to the performance and fulfillment of Employee's duties, responsibilities, and services for the Company, and Employee shall not at any time during the Employment Term engage in any other business, employment, or consulting or contractor work, unless Employee has first obtained prior written consent from the Board. Employee shall be available as reasonably required including by telecommuting (via video conferencing or other electronic means) during all reasonable times during the Employment Term, and shall be available for reasonable business travel requirements on a limited, and temporary basis, in performance of the Employee's duties. Notwithstanding anything in this Agreement to the contrary, Employee's duties shall include travel relating to the Company's business reasonably commensurate with Employee's position with the Company.

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**4. Compensation and Benefits**

a. **Base Salary.** During the Employment Term, the Company shall pay Employee (i) an annualized salary in the total gross amount of Two Hundred Forty Thousand U.S. Dollars and Zero Cents (\$240,000.00) and (ii) 10 Bitcoin, all of which shall be subject to all offsets, prorrations, deductions, domestic and foreign tax withholdings, and claw-backs as set forth in this Agreement. Employee's annual salary and Bitcoin compensation, as in effect from time to time, are hereinafter collectively referred to as "**Base Salary**". Employee's Base Salary shall take effect on the first regularly scheduled pay period following the Effective Date of this Agreement. The Company's Board, or the Board's Compensation Committee (the "**Compensation Committee**"), shall annually review and may, in its sole discretion, adjust Employee's Base Salary. Effective as of the date of any change to Employee's Base Salary, the Base Salary as so changed shall be considered the new Base Salary for all purposes of this Agreement.

b. **Annual Incentive Bonus.** Subject to the terms of this Agreement, for each fiscal year during the Employment Term, the Board or the Compensation Committee may elect to establish an annual incentive bonus target for the Employee based upon specific performance goals, criteria, or targets for such fiscal year (the "**Incentive Bonus**"). If the Board or the Compensation Committee establishes an Incentive Bonus, its terms shall be communicated in writing to Employee, and the Board or the Compensation Committee shall evaluate whether the performance goals, criteria, or targets with respect to the Incentive Bonus for the applicable fiscal year have been met. Based on this evaluation, the Board or the Compensation Committee shall determine the final amount of the Incentive Bonus, if any, to be awarded to Employee. Incentive Bonus awards may, in the discretion of the Board or the Compensation Committee, be granted as an Equity Award according to Section 4.c.iii of this Agreement, or as a cash award.

Nothing in this Section 4.b above, nor anything in this Agreement, entitles or shall be interpreted to entitle Employee to any guaranteed minimum Incentive Bonus at any time during the Employment Term and Employee's receipt of an Incentive Bonus is expressly contingent upon Employee being actively employed by the Company through the date that such Incentive Bonus is actually paid to Employee. All determinations with respect to any Incentive Bonus shall be made by the Board or Compensation Committee, as applicable, in its sole and reasonable discretion, and shall be final, conclusive, and binding on all Parties.

c. **Equity Compensation.** Subject to the terms of this Agreement, the Employee shall be eligible to receive the following equity awards (each an "**Equity Award**"):

i. **Initial Equity Award.** As of the Effective Date, the Board or the Compensation Committee shall grant to Employee an initial Equity Award of 15,000 restricted stock units ("**RSUs**"), which, subject to Employee's continued employment with the Company, shall be eligible to vest in four (4) equal quarterly installments as follows: 3,750 RSUs vesting on July 1, 2021; 3,750 RSUs vesting on October 1, 2021; 3,750 RSUs vesting on January 1, 2022; and the remaining 3,750 RSUs vesting on April 1, 2022 (the "**Initial Equity Award**").

ii. **Additional Equity Awards.** During the Employment Term, Employee may be eligible to receive additional grants of Equity Awards, as determined by the Board or the Compensation Committee, in its sole and absolute discretion.

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iii. **Terms and Conditions of Equity Compensation.** Each Equity Award, including any Incentive Bonus under Section 4.b. above awarded as an Equity Award, shall be granted under and subject to the terms of the Riot Blockchain, Inc. 2019 Equity Incentive Plan, as amended (or any successor equity plan) (the "**Equity Plan**"), as well as the terms of an equity award agreement, substantially in form attached as Exhibit "B" hereto, specifying, among other things, the number of RSUs (or other Company Security) granted to Employee and the applicable vesting schedule (each, an "**Equity Award Agreement**"). The term Company "Security" shall have the meaning ascribed to it under the Equity Plan. Notwithstanding the foregoing or anything to the contrary in this Agreement, except as to the Initial Equity Award, Employee shall not be guaranteed any minimum Equity Award at any time during the Employment Term.

d. **Annual Insurance Allowance.** Subject to the terms of this Agreement, and to help defray the costs for health insurance for Employee and any covered dependent(s) of Employee, the Company shall pay Employee an annualized allowance in the total gross amount of Eight Thousand Eight Hundred Fifty-Three U.S. Dollars and Twenty-Four Cents (\$8,853.24) (the "**Insurance Allowance**"). The Insurance Allowance shall be subject to all offsets, prorrations, deductions, foreign and domestic tax withholdings, and claw-backs as required by law and/or as set forth in this Agreement and shall be paid in periodic installments consistent with the Company's customary payroll practices and applicable laws. Employee's Insurance Allowance shall take effect on the first regularly scheduled pay period following the Effective Date of this Agreement and shall be prorated for the remainder of the calendar year in which Employee is hired. The Company's Board or the Compensation Committee shall annually review and may, in its sole discretion, adjust Employee's Insurance Allowance. Effective as of the date of any change to Employee's Insurance Allowance, the Insurance Allowance as so changed shall be considered the new Insurance Allowance for all purposes of this Agreement.

e. **Paid Time Off.** During the Employment Term, Employee shall be eligible to receive paid time off ("**PTO**") up to a maximum amount of 25 days per fiscal year to be accrued, carried over, and used subject to and in accordance with the terms of the Company's paid-time-off policy in effect from time to time. During the Employment Term, accrued but unused PTO will carry over from one fiscal year to the next; however, once Employee has reached Employee's maximum PTO accrual for that fiscal year, Employee will not be eligible to accrue any additional PTO until Employee's PTO balance falls below the maximum accrual amount of 30 days per fiscal year.

f. **Expense Reimbursement.** During the Employment Term, and subject to Section 7.1.p. of this Agreement, the Company will reimburse Employee for reasonable, necessary, and documented out-of-pocket expenses incurred by Employee on behalf of the Company in connection with the performance of Employee's duties as Executive Chairman. All expenses shall be in accordance with the Company's expense reimbursement policies and procedures in effect from time to time, subject to Employee submitting to the Company a written reimbursement request and proof of such expense(s).

g. **Company Compensation Practices and Regulatory Compliance.** Any payment or benefit conferred under this Section 4 shall, subject to all applicable regulatory, tax, and legal requirements described under Section 1.p. of this Agreement, be paid in accordance with the Company's customary compensation practices and, as applicable, prorated for the actual number of days Employee was actively employed with the Company during the applicable fiscal year.

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5. **Restrictive Covenants.** Employee has read and shall sign the Company's Confidentiality and Non-Competition Agreement (the "**CNCA**"), which is attached hereto as Exhibit "C" and incorporated herein by this reference. Employee further understands and agrees that the Company may, in its sole discretion, update and amend Employee's CNCA from time to time, and Employee will be required to sign any such amended agreement as a material term of this Agreement and a condition of continued employment. Notwithstanding anything contained in this Agreement to the contrary, and for the avoidance of any doubt, nothing herein shall modify or limit the applicability of the confidentiality and/or restrictive covenants contained in the CNCA and/or any other agreement between the Parties, which shall be enforced according to their terms and read together to provide the greatest level of protection(s) to the Company and its confidential information (as that term is defined in the CNCA).

6. **Termination of Employment.**

a. **By the Company for Cause.** Employee's employment under this Agreement may be terminated by the Company at any time upon the occurrence of

one or more of the following events (each of which shall be a termination event for “Cause”):

- i. Employee willfully, recklessly, or with gross negligence fails to comply with any material term or aspect of the policies, standards, and regulations that the Company, in its sole discretion, establishes and/or implements in writing before and during the Employment Term;
- ii. Employee commits any act of gross negligence, illegal conduct, embezzlement, theft, misappropriation, fraud, dishonesty, or other acts of misfeasance, malfeasance, and/or misconduct in the rendering of services to or on behalf of the Company;
- iii. Employee willfully, recklessly, or with gross negligence fails to comply with any reasonable request of the person(s) to whom Employee reports;
- iv. Employee fails to adequately, substantially, and/or continually perform to Company’s reasonable satisfaction the usual and customary duties of Employee’s employment, those duties reasonably requested of Employee and typically associated with Employee’s position, and/or those duties or expectations assigned by Company;
- v. Employee breaches any material term or provision of this Agreement or any material term or provision of any other agreement between the Parties; and/or
- vi. Employee is convicted of, or pleads guilty or *nolo contendere* to, a crime constituting, a felony or a misdemeanor involving deceit, dishonesty, or moral turpitude, or otherwise commits any act which impairs Employee’s fitness to perform the Employee’s duties under this Agreement and/or damages the reputation of the Company, as determined in the sole and reasonable discretion of the Board.

Notwithstanding the foregoing, the Company may not terminate Employee’s employment under this Agreement for Cause under Sections 6.a.i.-vi. above without first providing Employee written notice of the event or condition(s) constituting Cause, which notice must be given no later than 30 days after the date on which the event or condition(s) constituting Cause is first reasonably discovered by the Board. Upon the giving of such notice, and only if the event or condition is reasonably capable of being remedied by Employee, Employee shall have a period of 30 days during which Employee may try to remedy the event or condition(s) and, if so remedied, the Company may not terminate Employee’s employment under this Agreement for Cause for the event or condition that was remedied.

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b. By the Company without Cause. The Company may terminate Employee’s employment under this Agreement without Cause upon providing written notice of termination to Employee 30 days in advance. For purposes of this Agreement “without Cause” shall mean any termination by the Company that is not (i) a termination for Cause as described and in accordance with Section 6.a. above, or (ii) a termination because of death or Disability as described Section 6.e. below. Notwithstanding anything in this Agreement to the contrary, the Company may, in its sole and absolute discretion, advance the Employee’s termination date to an alternate termination date of the Company’s own choosing provided, however, that Employee shall be paid Employee’s Base Salary from the date that the Company provides written notice of termination through the end of the 30-day notice period provided for in this Section 6.b.

c. By Employee for Good Reason. Employee may terminate his employment under this Agreement following written notice to the Company upon the occurrence of any of the following events or conditions (each of which shall be a termination event for “Good Reason”):

- i. A material diminution in Employee’s Base Salary or employment benefits other than a general reduction in Base Salary and/or benefits that affects all similarly situated employees;
- ii. A material breach of this Agreement by the Company;
- iii. A material diminution in Employee’s title, authorities, responsibilities, or duties without Employee’s consent (other than a temporary change while Employee is physically or mentally incapacitated or as required by applicable law);
- iv. A relocation of Employee’s primary work location that would require the reasonable person to move Employee’s residence from its then current location if Employee does not consent to such relocation;
- v. The Company permanently ceases its business operations; and/or
- vi. A Change in Control (as defined in Section 7.2 of the Equity Plan) of the Company and the Employee experiences any of the events set forth in the foregoing Sections 6.c.i.-v. within either (A) the first 6 months following such Change in Control or (B) the Initial Term or any then-effective Renewed Term of this Agreement, whichever is later.

Notwithstanding the foregoing, Employee may not terminate Employee’s employment under this Agreement for Good Reason without first providing the Company advanced written notice of the event(s) and/or condition(s) constituting Good Reason, which notice must be given no later than 30 days after the date on which the event(s) and/or condition(s) constituting Good Reason first occurs. Upon the Company’s receipt of such notice, the Company shall then have 30 days during which it may remedy the event(s) and/or condition(s) (the “Company Notice Period”) and, if so remedied, Employee may not terminate his employment under this Agreement for Good Reason. If Employee fails to comply with the immediately preceding two sentences of this Section 6.c., such termination shall not be considered a termination for Good Reason. If the Company fails to cure the event(s) and/or conditions during the Company Notice Period, then the termination shall occur 30 days after the expiration of the Company Notice Period unless the Company, in its sole discretion, chooses to advance Employee’s termination date to an alternate termination date of the Company’s own choosing.

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d. By Employee without Good Reason. Employee may terminate Employee’s employment under this Agreement without Good Reason by providing written notice of termination to the Company no less than 180 days before the termination date. For purposes of this Agreement “without Good Reason” shall mean any termination by Employee that is not a termination due to death or Disability under Section 6.e. below or for Good Reason as set forth and in accordance with Section 6.c. above. Notwithstanding anything in this Agreement to the contrary, the Company may, in its sole and absolute discretion, waive all or any part of the 180-day notice period for no consideration and advance the Employee’s termination date to an alternate termination date of the Company’s own choosing.

e. Termination due to Death or Disability. Employee’s employment with the Company shall terminate immediately in the event of death or Disability of Employee. The term “Disability” means Employee’s inability to substantially perform his duties as Executive Chairman by reason of any medically determinable physical or mental impairment that, as determined by a physician chosen by the Company and reasonably acceptable to Employee, can be expected to: (i) result in death; (ii) last

for a continuous period of at least 30 days; or (iii) endanger the Employee and/or others if Employee were to continue to perform Employee's duties with the Company.

f. **Payments Upon Separation.** Notwithstanding anything to the contrary in this Agreement, upon termination of Employee's employment with the Company, Employee shall be entitled to receive from the Company only the compensation and benefits set forth in this Section 6.e, and Employee shall not be entitled to any further compensation or benefits from the Company (including its subsidiaries and affiliates). For the avoidance of any doubt, the payments identified in Sections 6.f.ii.-v. below (the "**Severance Payments**") shall not become due and payable unless and until a severance agreement between the Company and Employee (or Employee's estate or beneficiaries, as the case may be) containing a broad waiver and release favoring the Company (a "**Severance Agreement**") has become effective, binding, and irrevocable on the parties thereto. Except with respect to Severance Payments, which shall be paid to Employee (or Employee's estate or beneficiaries, as the case may be) pursuant to the applicable Severance Agreement, all amounts due under the following Section 6.f.i.-v. upon termination of Employee's employment with the Company shall be paid to Employee (or Employee's estate or beneficiaries, as the case may be) on the first regular payday following the Employee's termination (or sooner if required by law). All amounts which may become payable to Employee under this Section 6.f., including any Severance Payments, shall be subject to all applicable regulatory, tax, and legal requirements described under Section 1.p. of this Agreement.

i. **Termination by Company for Cause; Termination by Employee without Good Reason (without Notice)** If the Company terminates Employee's employment for Cause, or if Employee terminates Employee's employment hereunder without Good Reason **and** Employee fails to provide advance notice required by Section 6.d. of this Agreement, then the Employee shall be entitled to receive only the following cash compensation: (A) Base Salary through the date of termination; and (B) any outstanding expense reimbursement payments then due to Employee as of the date of termination.

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ii. **Termination by Employee without Good Reason (with Notice); Nonrenewal of Employment Term.** If Employee terminates Employee's employment hereunder without Good Reason **and** provides the Company with advance written notice required by Section 6.d. of this Agreement, or if Employee's employment terminated by expiration because the Employment Term is not renewed (by either Party) consistent with the terms of this Agreement, then Employee shall be entitled to receive only the following cash compensation: (A) Base Salary through the date of termination; (B) payment of Employee's accrued but unused PTO as of the date of termination; (C) any outstanding expense reimbursement payments then due to Employee as of the date of termination or expiration; and, (D) in exchange for Employee executing (and, if applicable, not revoking) a Severance Agreement, the following Severance Payments: (1) the pro-rata portion of any Incentive Bonus to which Employee would have been entitled under Section 4.bc. of this Agreement, if any, had Employee remained employed with the Company through December 31 of the fiscal year in which the termination occurred; and (2) one month of Base Salary.

iii. **Termination by Company without Cause; Termination by Employee for Good Reason.** If the Company terminates Employee's employment hereunder without Cause, or if Employee terminates Employee's employment hereunder for Good Reason (except for a Change in Control), then Employee shall be entitled to receive only the following compensation: (A) Base Salary through the date of termination or expiration; (B) payment of Employee's accrued but unused PTO as of the date of termination; (C) any outstanding expense reimbursement payments then due to Employee as of the date of termination or expiration; and, (D) in exchange for Employee executing (and, if applicable, not revoking) a Severance Agreement, the following Severance Payments: (1) the pro-rata portion of any Incentive Bonus to which Employee would have been entitled under Section 4.b. of this Agreement, if any, had Employee remained employed with the Company through December 31 of the fiscal year in which the termination occurred; (2) 12 months of Base Salary; and (3) the equity compensation to which Employee would have been entitled under Section 4.c. had he remained employed with the Company through the end of the Term, with the vesting period for such equity compensation automatically accelerated so that all such equity compensation shall be vested as of the date of termination.

iv. **Termination because of Change in Control.** If Employee's employment is terminated in connection with a Change in Control within 6 months of a Change in Control (as defined in Section 7.2 of the Equity Plan), or if Employee terminates Employee's employment under this Agreement for a Change in Control consistent with Section 6.a.vi. of this Agreement, then Employee shall be entitled to only the following cash compensation: (A) Base Salary through the date of termination; (B) payment of Employee's accrued but unused PTO as of the date of termination; (C) any outstanding expense reimbursement payments then due to Employee as of the date of termination; and, (D) in exchange for the Employee first executing (and, if applicable, not revoking) a Severance Agreement, the following Severance Payments: (1) Base Salary through the end of the Term; (2) the Incentive Bonus to which Employee would have been entitled under Section 4.b. of this Agreement, if any, had Employee remained employed with the Company through December 31 of the fiscal year in which the termination occurred; and (3) 12 months of Base Salary.

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v. **Termination because of Death; Termination because of Disability.** If Employee's employment hereunder is terminated because of Employee's death, or if Employee's employment hereunder is terminated because of Employee's Disability, then Employee (or Employee's estate or beneficiaries, as the case may be) shall receive only the following cash compensation: (A) Base Salary through the date of termination; (B) payment of Employee's accrued but unused PTO as of the date of termination; (C) any outstanding expense reimbursement payments then due to Employee as of the date of termination; and, (D) in exchange for Employee (or employee's estate or beneficiaries, as the case may be, executing (and, if applicable, not revoking) a Severance Agreement, the following Severance Payments: (1) the pro-rata portion of any Incentive bonus to which Employee would have been entitled under Section 4.b. of this Agreement, if any, had Employee remained employed with the Company through December 31 of the fiscal year in which the termination occurred; and (2) three months of Base Salary.

vi. **Treatment of Equity.** Except with respect to applicable regulatory, tax, and legal requirements described under Section 1.p. of this Agreement, regardless of the reason for separation, any Equity Awards granted to Employee shall remain governed by the Equity Plan and any applicable Equity Award Agreement governing such Equity Awards, including with respect to the treatment of any Change in Control under Section 7.3 of the Equity Plan, and nothing in the foregoing Sections 6.f.i. through 6.f.v. entitles or purports to entitle Employee to any additional rights with respect to any such Equity Awards beyond the specific provisions of the Equity Plan or applicable Equity Award Agreement.

g. **Effect of Termination.** Notwithstanding anything in this Agreement to the contrary, upon termination of Employee's employment hereunder for any reason, Employee agrees: (i) to immediately deliver to the Company all Property (as that term is defined in the CNCA) and records (including all copies thereof) of the Company; (ii) that the Company shall have the right, without limitation, to withhold and retain any amounts that might otherwise be owed to the Employee to offset any amounts or debts owed by Employee to the Company; and (iii) that the Company shall, subject to applicable laws, further have the right to withhold the payment of any amounts that might otherwise be owed to Employee until such time as the Company determines, to its reasonable satisfaction, that any and all proprietary and confidential information, regardless of the medium on which it is embodied (e.g., laptop computer), has been returned to the Company and that Employee has not retained copies thereof.

7. **Resignation/Removal from All Other Positions.** Upon termination of Employee's employment with the Company for any reason, Employee shall be deemed to have resigned and/or been removed, effective as of the date of such termination, from all positions that the Executive holds (or previously held) with the Company or any of the Company's affiliated and/or related entities except as to Employee's role as Director and member of the Company's Board, which positions shall not be affected by Employee's Separation from the Company.

8. **Miscellaneous.**

a. Section Headers: Gender and Number. The section headings in this Agreement are for the Parties' convenience only and are not intended to govern, limit, or affect the meanings of the sections. Singular and plural nouns and pronouns shall mean the singular or plural and the masculine, feminine, or neuter genders as permitted by the context in which the words are used.

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b. Representations by Employee. The Employee represents and warrants to the Company that:

i. The Employee's acceptance of employment under this Agreement with the Company and the performance of the Employee's duties hereunder will not conflict with or result in a violation of, a breach of, or a default under any contract, agreement, or understanding to which the Employee is a party or is otherwise bound;

ii. The Employee's acceptance of employment under this Agreement with the Company and the performance of the Employee's duties hereunder will not violate any non-solicitation, non-competition, non-disclosure, or other similar covenant or agreement between the Employee and a prior employer of the Employee;

iii. The Employee's representations to the Company regarding the Employee's prior employment have been truthful and accurate; and

iv. Employee shall immediately notify the Company of any issues that arise that could conflict with the representations, warranties, and obligations set forth herein, including without limitation, any demands, claims, notices, or requests made by third parties that could adversely impact Employee's ability to perform services as Executive Chairman of the Company.

c. Cooperation. The Parties agree that certain matters in which Employee will be involved during the Employment Term may necessitate Employee's cooperation in the future. Accordingly, following the termination of Employee's employment for any reason, to the extent requested by the Company, Employee shall provide to the Company reasonable levels of assistance in answering questions about the Company's business, transition of responsibility, legal matters, and/or litigation. The Company shall make reasonable efforts to minimize the disruption of Employee's other activities.

d. Entire Agreement: Modification. Unless specifically provided herein, this Agreement, along with all exhibits and/or attachments hereto (including without limitation the sample Equity Award Agreement attached hereto as Exhibit "B" and the CNCA attached hereto as Exhibit "C") constitutes the entire understanding between Employee and the Company with respect to the subject matter hereof and supersedes all prior understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter hereof. The Parties are not relying upon any representations or promises not set forth in this Agreement. Except as provided here, this Agreement (including the CNCA) may not be amended or modified except in a writing signed by both Parties.

e. Waiver. Failure to insist upon strict compliance with any of the terms, covenants, or conditions set forth in this Agreement (including the CNCA) shall not be deemed a waiver of such term, covenant, or condition, nor shall any waiver or relinquishment of any right or power hereunder at any one or more times be deemed a waiver or relinquishment of such right or power at any other times. No waiver by the Company of a breach by Employee of any provision of this Agreement (including the CNCA) shall be binding upon the Company unless the same is in writing, signed by a duly authorized representative of the Company, and any such waiver shall not operate or be construed as a waiver of any subsequent breach.

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f. Severability. If it is determined by a court of competent jurisdiction that any of the provisions of this Agreement is invalid or unenforceable, such determination shall not affect the validity of the remaining provisions in this Agreement, each of which shall survive and be given full force and effect. A court of competent jurisdiction may modify and bring about a modification of any invalid or unenforceable provision to make it enforceable under applicable law.

g. Assignment. The Company may assign this Agreement (including the CNCA) and, if assigned, the assignee has the right to seek enforcement of the Agreement (including the CNCA). Since this Agreement and the Employee's rights and obligations hereunder are personal to Employee, Employee cannot assign this Agreement (including the CNCA) to any other person or entity.

h. Indemnification of Company. Employee agrees to indemnify, defend, and hold the Company, its Affiliates, and their officers, directors and employees harmless from and against any claims (including without limitation losses, damages, attorneys' fees and costs) by third parties alleging that Employee's employment with the Company hereunder constitutes unlawful activity, breaches an obligation of Employee, or otherwise subjects the Company and its Affiliates to potential liability as a result of Employee's employment with the Company.

i. Indemnification of Employee. The Company agrees to indemnify, defend, and hold the Employee harmless from and against claims as provided for under the Company's Articles of Incorporation and the Company's Bylaws in effect from time to time.

j. Notices. All notices and other communications required to be given under this Agreement (including the CNCA) shall be in writing and shall be delivered to the Party in person, via e-mail or as an attachment to an e-mail transmission to the Party's e-mail address, or by overnight carrier service by a recognized business courier (such as FedEx or UPS). A notice and/or other communication to be given hereunder shall be considered effective: (a) on the date of delivery if personally delivered against a written receipt; (b) on the date of delivery if sent by e-mail transmission or as an attachment to an e-mail transmission, with a delivery receipt; or (c) on the first business day following the date of dispatch if delivered to a recognized business courier service (such as DHL Courier, FedEx, or UPS) for overnight delivery.

k. Survival. Notwithstanding anything in this Agreement to the contrary, and for the avoidance of any doubt, the termination of Employee's employment under this Agreement for any reason shall not affect the CNCA or any of the covenants, warranties, and agreements in Sections 4.g., 5, 6.f.vi., 6.g., 7 and 8 (including all applicable subparts) of this Agreement, each of which shall survive such termination of the Employment Term, the Parties' employment relationship, and this Agreement.

l. Governing Law: Jurisdiction and Venue: Attorney's Fees and Costs. The validity, construction, and performance of this Agreement (including the CNCA) shall be governed by the laws of the State of Colorado without giving effect to conflict of law principles. Except as otherwise may be required by the Company to obtain equitable injunctive relief under this Agreement, the CNCA, and/or any other agreement between the Parties, jurisdiction for all actions or proceedings arising under this Agreement (including the CNCA) shall be exclusive to a state or federal court of competent jurisdiction located in or with jurisdiction for Castle Rock, Douglas County, Colorado. The Parties hereby irrevocably subject and consent to the jurisdiction of such courts and waive the defense of inconvenient forum related to any action or proceeding in such venue. Should an action be commenced for a breach of and/or to enforce the terms of this Agreement (including the CNCA), the prevailing party in such an action shall be entitled to recover from the non-prevailing party, in addition to all other legal and/or equitable remedies, all costs of litigation, including reasonable attorneys' fees.

m. Pre-Suit Mediation. Except with respect to any injunctive relief sought by the Company under this Agreement, the CNCA, and/or any other agreement between the Parties, each of the Parties knowingly, voluntarily, and intentionally agrees to and shall participate in a mediation conference before filing any complaint, charge, or accusatory pleading or document, or otherwise commencing any legal or administrative action or proceeding against the other Party with a federal, state, or local agency and/or in a court of competent jurisdiction. The Parties agree that the mediation conference shall be convened in Castle Rock, Douglas County, Colorado, and to cooperate in the selection of a mutually agreeable mediator. The Parties shall split equally the cost of the mediator. The Parties also agree to bear their own respective attorney's fees and costs for mediation under this Section 81.m. For the avoidance of any doubt, except as provided herein, the mediation requirement of this Section 81.m. is a condition precedent to any action, proceeding, and/or litigation between the Parties.

n. **WAIVER OF JURY TRIAL. TO THE EXTENT PERMITTED BY LAW, THE PARTIES KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY AGREE TO, AND DO HEREBY, WAIVE THE RIGHT TO TRIAL BY JURY IN ANY LITIGATION, CAUSE OF ACTION, CLAIM, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES AGAINST THE OTHER: [I] BASED ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH EMPLOYEE'S EMPLOYMENT WITH THE COMPANY; [II] BASED ON THIS AGREEMENT (INCLUDING THE CNCA) OR ARISING OUT OF, UNDER, OR RELATING TO THIS AGREEMENT (INCLUDING THE CNCA); AND/OR [III] BASED ON ANY ALLEGED ACTION, INACTION, OR OMISSION OF EITHER PARTY TO THIS AGREEMENT.**

o. Construction. The essential terms and conditions contained in this Agreement have been mutually negotiated between the Parties. The Parties agree that the language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties. No ambiguity or uncertainty in this Agreement shall be construed or interpreted in favor of or against any Party.

p. Compliance with Applicable Regulatory, Tax, and Legal Requirements. Any payments or benefits which may be conferred under this Agreement shall be subject to and administered in compliance with all regulatory, tax, and legal requirements applicable to Employee or the Company, including, without limitation, the following:

i. Tax Withholding. The Company may withhold from any compensation or benefits payable to Employee all applicable federal, state, local, foreign or other taxes and make any other deductions and withholdings as the Company, in its sole and absolute discretion, determines are required or permitted by law.

ii. Code Section 409A. This Agreement and all payments, distributions or other benefits hereunder shall comply and be administered in accordance with the requirements of, or an exemption or exclusion to, Section 409A of Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated thereunder ("Section 409A"), as well as any applicable equivalent State law. To the extent any provision or term of this Agreement is ambiguous as to its compliance in this respect, such provision or term and all payments hereunder shall be interpreted to comply with the requirements of, or an exemption or exclusion to, Section 409A, as well as any applicable equivalent State law. Any provision that would cause this Agreement or a payment, distribution, or other benefit hereunder to fail to comply with the requirements of, or an exemption or exclusion to, Section 409A, as well as any applicable equivalent State law, shall have no force or effect and the Parties agree that, to the extent an amendment would be effective, this Agreement shall be amended to comply with the requirements of, or an exemption or exclusion to, Section 409A, as well as any applicable equivalent State law. Such amendment shall be retroactive to the extent permitted by law. For purposes of this Agreement, Employee shall not be deemed to have terminated employment unless and until a "Separation from Service" within the meaning of Treasury Regulations Section 1.409A-1(h) has occurred. Each payment under Section 6.e. of this Agreement shall be treated as a separate payment for purposes of Section 409A.

iii. Code Section 280G. If any of the payments or benefits received or to be received by the Employee constitute "Parachute Payments" within the meaning of Code Section 280G (each, a "Section 280G Payment") and would, but for this Section 8.p.iii., be subject to the excise tax imposed under Code Section 4999 (the "Golden Parachute Tax"), then, prior to making such Section 280G Payment, a calculation shall be made comparing (i) the Net Benefit (as defined below) to the Employee of the Section 280G Payment to (ii) the Net Benefit to the Employee if the Section 280G Payment is limited to the extent necessary to avoid being subject to the Golden Parachute Tax. Only if the amount calculated under (i) above is less than the amount under (ii) above will the Section 280G Payment be reduced, and then, only to the minimum extent necessary to ensure that no portion of the Section 280G Payment is subject to the Golden Parachute Tax. For purposes of this Section 8.p.iii. only, "Net Benefit" shall mean the present value of the payment, net of all federal, state, local, foreign income, employment, and excise taxes, including the Golden Parachute Tax. Any reduction made pursuant to this Section 8.p.iii. shall be made in a manner consistent with the requirements of Code Section 409A. All calculations and determinations under this Section 8.p.iii. shall be made by an independent accounting firm or independent tax counsel appointed by the Company (the "Tax Counsel"), whose determinations shall be conclusive and binding on the Company and the Employee for all purposes. The Company and the Employee shall furnish the Tax Counsel with such information and documents as requested by the Tax Counsel to make its determinations under this Section 8.p.iii., and the Company shall bear all costs incurred by the Tax Counsel under this Section 8.p.iii.

iv. Regulatory Claw-back. Notwithstanding any other provisions in this Agreement to the contrary, any compensation (whether cash-, equity-, or incentive-based, or otherwise) paid to the Employee under this Agreement or any other agreement or arrangement between the Company and the Employee which is subject to recovery under any law, government regulation, or stock exchange listing requirement shall be subject to such deductions and claw-back as may be required to be made pursuant to such law, government regulation, or stock exchange listing requirement (or any policy adopted by the Company pursuant to any such law, government regulation or stock exchange listing requirement), without regard for any termination, severance, or other agreement with respect to the Employee's separation from service with the Company.

q. Full Understanding; Acknowledgment. Employee acknowledges and agrees that Employee has thoroughly read the terms of this Agreement before signing. Employee further acknowledges and agrees that, by signing this Agreement, Employee knowingly and voluntarily consents to the terms contained herein.

r. Counterparts. This Agreement (including the CNCA) may be executed in one or more counterparts, each of which when executed shall be deemed to be an original, and such counterparts together shall constitute one and the same Agreement. Signing of this Agreement (including the CNCA) and transmission of the signed Agreement (including the CNCA) by electronic document transfer will be acceptable and binding upon the parties as of the Effective Date.

**IN WITNESS WHEREOF**, the undersigned, intending to be legally bound, have executed this Executive Employment Agreement as of the Effective Date, which Agreement shall be effective as of the Effective Date.

**EMPLOYEE**

**RIOT BLOCKCHAIN, INC.**

/s/ Soo Il Benjamin Yi  
Soo Il Benjamin Yi

By: /s/ Hanna Cho  
Name: Hannah Cho  
Title: Chairperson of the Human Resources and Compensation Committee

Attachments:      Description of Job Responsibilities (Exhibit "A")  
                         Sample Equity Award Agreement (Exhibit "B")  
                         Confidentiality and Non-Competition Agreement (Exhibit "C")

*[Signature Page to Riot Blockchain, Inc. Executive Employment Agreement]*

## Riot Blockchain Announces Appointment of Benjamin Yi as Executive Chairman and Appointments of New Director and New Lead Independent Director

CASTLE ROCK, CO. / Globe Newswire / May 24, 2021 / **Riot Blockchain, Inc.** (NASDAQ: RIOT) ("**Riot**" or the "**Company**"), one of the leading Nasdaq-listed public Bitcoin mining companies in the United States, announces the appointment of Benjamin Yi as Executive Chairman, and that Lance D'Ambrosio has been appointed to the Company's Board of Directors, as an independent director.

### Appointment of Executive Chairman, Benjamin Yi

Benjamin Yi has served as an independent director on the Riot's Board of Directors since October 2018 and as Chairman of the Board since November 2020. As Executive Chairman, he will support and continue to work closely with Riot's executive management team to execute upon the Company's mission to become one of the most relevant and significant companies supporting the Bitcoin network and greater Bitcoin ecosystem.

During Mr. Yi's tenure to-date, the Company's collective achievements include:

- Significantly improved operating and financial profiles, including the attainment of profitability;
- A reconstituted and more diverse Board of Directors;
- A reconstituted, operationally-streamlined management team;
- The announcement of a transformative transaction, creating a US-based industry leader in Bitcoin mining via the planned acquisition of Whinstone US, the largest Bitcoin hosting facility in North America, as measured by developed capacity.

Mr. Yi brings significant experience in corporate strategy, corporate development, and governance to the Riot management team. In addition to having served as a director of several public and private companies, he also brings over sixteen years of unique capital markets experience to the management team, with a particular expertise in fintech-enabled businesses, specialty finance, and special situations investing throughout a company's capital structure.

### Appointment of New Director, Lance D'Ambrosio

Riot is also pleased to announce that Lance D'Ambrosio has been appointed to the Company's Board of Directors, effective today.

Lance D'Ambrosio, age 64, is a successful entrepreneur, private investor, corporate director, and a past recipient of the Ernst & Young and Merrill Lynch Entrepreneur of the Year Award in the category of e-Software & Services. Currently, he serves as Managing Partner of 4 D Investments, which focuses on technology and real estate investments. Mr. D'Ambrosio has founded and grown several companies spanning several industries, including the telecommunications, materials, and automotive sectors. Over the course of his career, he has led capital raising efforts totalling hundreds of millions of dollars, executed on over thirty corporate acquisitions, successfully taken a number of companies public on both US and international exchanges, and successfully sold several businesses to larger market participants, including Sprint Telecommunications and Comsat International, a subsidiary of Lockheed Martin.

Mr. D'Ambrosio brings significant corporate governance experience to Riot's Board, including expertise in financial analysis, mergers and acquisitions, and complex international structuring. Mr. D'Ambrosio graduated from the University of Utah in 1979 with a Degree of Bachelor of Science in Marketing and a Bachelor of Science Degree in Management as a member of the Dean's Honor List.

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### Appointment of New Lead Independent Director

Riot is also pleased to announce that the Board of Directors has unanimously elected Hubert Marleau as Lead Independent Director, effective today. Mr. Marleau has served as an independent director since November 2020 and currently serves as the Chair of the Governance and Nominating Committee.

### About Riot Blockchain, Inc.

Riot Blockchain (NASDAQ: RIOT) focuses on Bitcoin mining. The Company is expanding and upgrading its mining operations by securing the most energy efficient miners currently available. Riot is headquartered in Castle Rock, Colorado, and the Company's mining operations are located in upstate New York, under a co-location hosting agreement with Coinmint. For more information, visit [www.RiotBlockchain.com](http://www.RiotBlockchain.com).

### Safe Harbor

The information provided in this press release may include forward-looking statements relating to future events or the future financial performance of the Company. Because such statements are subject to risks and uncertainties, actual results may differ materially from those expressed or implied by such forward-looking statements. Words such as "anticipates," "believes," "plans," "expects," "intends," "will," "potential," "hope" and similar expressions are intended to identify forward-looking statements. These forward-looking statements are based upon current expectations of the Company and involve assumptions that may never materialize or may prove to be incorrect. Actual results and the timing of events could differ materially from those anticipated in such forward-looking statements as a result of various risks and uncertainties. Detailed information regarding factors that may cause actual results to differ materially from the results expressed or implied by statements in this press release relating to the Company may be found in the Company's periodic filings with the U.S. Securities and Exchange Commission (the "SEC"), including the factors described in the sections entitled "Risk Factors" and "Cautionary Note Regarding Forward-Looking Statements" of the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2020, which was filed with the SEC on March 31, 2021, copies of which may be obtained from the SEC's website at [www.sec.gov](http://www.sec.gov). The Company does not undertake any obligation to update forward-looking statements contained in this press release.

### For further information, please contact:

Riot Blockchain, Inc.

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SOURCE: Riot Blockchain, Inc.