

## ASSET EXCHANGE AGREEMENT

THIS ASSET EXCHANGE AGREEMENT (the "Agreement") is made and entered into as of February 28, 2023 (the "Closing Date"), by NAHLA JACOBS and NAHLA SALEH JACOBS TRUST (collectively the "Jacobs"), and OREBITS ACQUISITION GROUP LLC, a Wyoming limited partnership and ION ACQUISITION CORP, a Delaware Corp (collectively "OAG/IAC").

### RECITALS

A. Jacobs has requested that OAG/IAC exchange approximately 180 Orebots.AU Digital Gold-Backed Certificates ("Orebots Certificates") for a combination of cash and its currently held, or to be held, ION Digital Corporation ("ION Digital") Common Shares (the "Shares") as further described in this Agreement. Jacobs is willing to make such exchange available to OAG/IAC upon and subject to the provisions, terms, and conditions set forth herein.

B. Subject to the terms and conditions of this Agreement, OAG/IAC has agreed to deliver to Jacobs such cash and shares, herein described, for the purposes set forth below.

### AGREEMENT

NOW, THEREFORE, in consideration of the premises, the covenants, conditions, representations, warranties and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

### ARTICLE ONE

#### **Definitions and Use of Terms**

- 1.1 **Definitions.** As used in this Agreement, all exhibits and schedules hereto and in any certificates, shares, transfers, assignment or pledge agreements, power of direction, trust documents, hypothecations, letters of direction or other Exchange Agreement Documents made or delivered pursuant to this Agreement, the following terms will have the meanings given such terms in Article One.
- 1.2 **Certificates:** As used in this Agreement, Certificates shall refer to Orebots Certificates.
- 1.3 **Shares:** As used in this Agreement, Shares shall refer to ION Digital Common Shares.
- 1.4 Transfer Agreement: As used in this Agreement, Transfer Agreement shall refer to any agreement to transfer Certificates or Shares on behalf of, or at the direction of Jacobs or OAG/IAC, respectively.

- 1.5 *Assignment or Agreement*: As used in this Agreement, Assignment or Agreement shall refer to any agreements to Transfer or Assign Certificates, Shares or other property, hereinafter agreed to, on behalf of, or at the direction of Jacobs or OAG/IAC, respectively.
- 1.6 *Pledge Agreement*: As used in this Agreement, Pledge Agreement shall refer to any agreement to pledge Certificates, Shares or other property, hereinafter agreed to, on behalf of, or at the direction of, Jacobs or OAG/IAC, respectively.
- 1.7 *Power of Direction*: As used in this Agreement, Power of Direction shall refer to any written direction to execute a pledge, transfer, assignment or hypothecation concerning Certificates, Shares or other property, hereinafter agreed to, on behalf of, or at the direction of, Jacobs or OAG/IAC, respectively.
- 1.8 *Trust Documents*: As used in this Agreement, Trust Documents shall refer to any Trust Documents concerning and/or involving the transfer, assignment, release or pledge of Certificates, Shares or other property, hereinafter agreed to, on behalf of, or at the direction of, otherwise held or maintained in Trust, or by such Trustees, as it may further concern Jacobs or OAG/IAC Trust held assets, respectively.
- 1.9 *Hypothecation*: As used in this Agreement, Hypothecation shall refer to any agreement, requiring the signature of the other party prior to such pledge, assignment or transfer of assets or property on behalf of, or at the direction of, Jacobs or OAG/IAC, respectively.
- 1.10 *Letter of Direction*: As used in this Agreement, Letter of Direction shall refer to any agreement requiring specific written direction of one party or the other in order to properly execute on any agreed upon pledge, assignment, or transfer of property, as agreed to, on behalf of, or at the direction of, Jacobs or OAG/IAC, respectively.

## **ARTICLE TWO**

### **Agreements of the Parties**

2.1 Jacobs and OAG/IAC (collectively “the Parties”) have agreed to exchange assets or property having a transaction value amount of Three-Hundred and Thirty-Five Thousand, Seven Hundred Dollars (\$335,700.00).

2.2 The Parties have agreed the basis for establishing the aggregate transaction or exchange value amount is further based on agreed-upon February 15, 2023 close of business market values, as then publically known or traded, encompassing the Spot Price of Gold and Common Shares of ION Digital, respectively.

2.3 The Parties have agreed to exchange Jacobs’ holdings of 180 Orebits.AU Certificates, valued at \$335,700 (179.9742, rounded for purposes here to 180) at the London Bullion Market Association (LBMA) Price of Gold set \$1,865 (180x’s 1865=335,700) in exchange for \$250,000 of ION Digital Shares at the published price of \$.22 or \$250,000/. 22=1,136,363.64 Shares, rounded to 1,136,364).

2.4 The Parties have agreed that the balance of \$335,700 minus the indicated \$250,000 in Shares shall be paid, in the form of cash (by check or wire transfer), in the amount of Eighty-Five Thousand, Seven Hundred Dollars (\$85,700).

**Now, therefore,** the foregoing shall represent the totality of agreements contained within the Agreement, now hereby Accepted and Agreed to by means of written acknowledgement of the parties:

Nahla Jacobs  
Nahla Jacobs  
Nahla Saleh Jacobs Trust  
NAHLA SALEH JACOBS TRUST

Nahtu for Nahla Jacobs  
Orebits Acquisition Group  
Nahtu for ION Acquisition Corp  
ION Acquisition Corp