

**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): **December 21, 2021 (December 15, 2021)**

TERAWULF INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-41163
(Commission File Number)

85-1909475
(IRS Employer
Identification No.)

9 Federal Street
Easton, Maryland 21601
(Address of principal executive offices, including zip code)

(410) 770-9500
(Registrant's telephone number, including area code)

N/A
(Former name or former address, 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))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock, \$0.001 par value per share	WULF	The Nasdaq Stock Market LLC

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 1.01 Entry into a Material Definitive Agreement.

On December 15, 2021, Lake Mariner Data LLC ("**Lake Mariner**"), a Delaware limited liability company and a wholly-owned, indirect subsidiary of TeraWulf Inc., a Delaware corporation ("**TeraWulf**"), executed the non-fixed price sales and purchase agreement (the "**Bitmain December 2021 Equipment Supply Agreement**") with Bitmain Technologies Limited ("**Bitmain**") to purchase 15,000 S19 XP pro miners with a hash rate of approximately 140 Th/s and power consumption of approximately 3,010 W/unit, with 2,500 units to be delivered on a monthly basis from July 2022 through December 2022. The estimated aggregate purchase price of the miners under the Bitmain December 2021 Equipment Supply Agreement is approximately \$169.1 million. The actual purchase price of the miners will be determined one (1) month prior to the respective batch of the miners is shipped and with reference to the market circumstances, provided that the actual purchase price of the miners will not be higher than the estimated purchase price. Upon receipt of notification of the actual purchase price provided by Bitmain, Lake Mariner is entitled to (i) continue the order of the respective batch of the miners with the original hash rate and pay the remaining amount at the actual purchase price, (ii) request Bitmain to increase the hash rate by an amount that would equate to the dollar difference by which the estimated purchase price exceeds the actual purchase price (if any) or (iii) partially or wholly cancel the respective batch of the miners; *provided, however*, that, prior to Bitmain's notification of the actual price, Lake Mariner is required to make timely payments based on the estimated purchase price as specified in the Bitmain December 2021 Equipment Supply Agreement. The purchase price for the miners will be paid as follows: (x) at least 35% within two (2) days after signing the Bitmain December 2021 Equipment Supply Agreement; (y) at least 35% six (6) months prior to the shipment of the miners; and (z) the remaining 30% one (1) month prior to the

shipment of the miners. If Bitmain fails to deliver the miners after thirty (30) days after the respective deadline, Lake Mariner will be entitled to cancel the order of such batch of the miners and request Bitmain to refund the purchase price of such undelivered batch of the miners together with interest of 0.0333% per day for the period beginning from the date immediately after which payment for such batch of the miners was made to the date immediately prior to Lake Mariner's request for refund. If Lake Mariner does not cancel the order and requests Bitmain to deliver such batch of the miners, Bitmain is required to compensate Lake Mariner a daily amount equal to 0.0333% of the price for such undelivered batch of the miners to be paid in the form of delivery of more rated hash rate. Bitmain has the right to discontinue the sale of the miners and to make changes to the miners at any time, without prior approval from or notice to Lake Mariner.

The description of the Bitmain December 2021 Equipment Supply Agreement is qualified in its entirety by reference to the full text of the Bitmain December 2021 Equipment Supply Agreement, a copy of which will be filed with the next periodic report of TeraWulf.

Item 8.01 Other Events.

On December 21, 2021, TeraWulf issued a press release announcing the execution of the Bitmain December 2021 Equipment Supply Agreement. A copy of the press release is filed as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

In addition, TeraWulf and Bitmain are exploring additional collaboration opportunities, including a hosting arrangement for Bitmain's miners at TeraWulf's Lake Mariner facility with an option for TeraWulf to purchase additional miners at the end of its term.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description of Exhibit
<u>99.1</u> 104	<u>Press Release, dated December 21, 2021.</u> The cover page from this Current Report on Form 8-K, formatted in Inline XBRL.

SIGNATURES

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.

Dated: December 21, 2021

TERAWULF INC.

By: /s/ Kenneth J. Deane
Name: Kenneth J. Deane
Title: Chief Financial Officer and Treasurer

TeraWulf Purchases 15,000 S19 XP Pro Miners from Bitmain*TeraWulf's Largest Order of Next-Generation Bitcoin Mining Machines**TeraWulf Expects to Begin Mining Operations During First Quarter of 2022*

EASTON, Maryland – December 21, 2021 – TeraWulf Inc. (Nasdaq: WULF) (“TeraWulf”), which was formed to own and operate fully integrated environmentally clean bitcoin mining facilities in the United States, today announced that it has entered into an agreement to purchase 15,000 S19 XP pro bitcoin mining machines from Bitmain Technologies Limited (“Bitmain”).

The agreement with Bitmain provides for a monthly allotment of 2,500 units to be delivered from July to December 2022. This is TeraWulf’s second order of the S19 XP pro bitcoin mining machines from Bitmain. As previously announced, TeraWulf expects to have 800 megawatts of mining capacity deployed by 2025, enabling over 23 exahash per second of expected hashrate. TeraWulf’s Lake Mariner facility is expected to begin mining operations during the first quarter of 2022.

“The expected deployment of these miners in 2022 is further indication of TeraWulf’s continued momentum, and the announcement of this important order comes in a month in which TeraWulf raised approximately \$200 million in debt and equity financing from a group of leading institutional and individual investors, closed on its business combination with IKONICS and began trading as a public company on the NASDAQ exchange,” said Paul Prager, Chief Executive Officer and chair of the board of TeraWulf. “This purchase from Bitmain, which is TeraWulf’s largest order of the next-generation bitcoin mining machines, signifies our close relationship with Bitmain and our ability to procure significant quantities of miners as we grow our operating capacity. As we prepare to begin mining operations during the next quarter, we remain focused on our mission of generating environmentally sustainable bitcoin at industrial scale with 100% zero-carbon energy and adhering to leading ESG practices.”

A Current Report on Form 8-K containing more detailed information regarding the agreement with Bitmain will be filed by TeraWulf with the Securities and Exchange Commission.

About TeraWulf

TeraWulf was formed to own and operate fully integrated environmentally clean bitcoin mining facilities in the United States. TeraWulf will generate domestically produced bitcoin powered by nuclear, hydro and solar energy.

For more information on TeraWulf, please visit www.TeraWulf.com or follow @TeraWulfInc on Twitter.

Forward-Looking Statements

This press release contains forward-looking statements within the meaning of the “safe harbor” provisions of the Private Securities Litigation Reform Act of 1995, as amended. Such forward-looking statements include statements concerning anticipated future events and expectations that are not historical facts. All statements, other than statements of historical fact, are statements that could be deemed forward-looking statements. In addition, forward-looking statements are typically identified by words such as “plan,” “believe,” “expect,” “anticipate,” “intend,” “outlook,” “estimate,” “forecast,” “project,” “continue,” “could,” “may,” “might,” “possible,” “potential,” “predict,” “should,” “would” and other similar words and expressions, although the absence of these words or expressions does not mean that a statement is not forward-looking. Forward-looking statements are based on the current expectations and beliefs of TeraWulf’s management and are inherently subject to a number of factors, risks, uncertainties and assumptions and their potential effects. There can be no assurance that future developments will be those that have been anticipated. Actual results may vary materially from those expressed or implied by forward-looking statements based on a number of factors, risks, uncertainties and assumptions, including, among others: (1) conditions in the cryptocurrency mining industry, including fluctuation in the market pricing of bitcoin and other cryptocurrencies, and the economics of cryptocurrency mining, including as to variables or factors affecting the cost, efficiency and profitability of cryptocurrency mining; (2) competition among the various providers of data mining services; (3) changes in applicable laws, regulations and/or permits affecting TeraWulf’s operations or the industries in which it operates, including regulation regarding power generation, cryptocurrency usage and/or cryptocurrency mining; (4) the ability to implement certain business objectives and to timely and cost-effectively execute integrated projects; (5) failure to obtain adequate financing on a timely basis and/or on acceptable terms with regard to growth strategies or operations; (6) loss of public confidence in bitcoin or other cryptocurrencies and the potential for cryptocurrency market manipulation; (7) the potential of cybercrime, money-laundering, malware infections and phishing and/or loss and interference as a result of equipment malfunction or break-down, physical disaster, data security breach, computer malfunction or sabotage (and the costs associated with any of the foregoing); (8) the availability, delivery schedule and cost of equipment necessary to maintain and grow the business and operations of TeraWulf, including mining equipment and equipment meeting the technical or other specifications required to achieve its growth strategy; (9) employment workforce factors, including the loss of key employees; (10) litigation relating to TeraWulf, IKONICS and/or the business combination; and (11) the ability to recognize the anticipated objectives and benefits of the business combination. Potential investors, stockholders and other readers are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date on which they were made. TeraWulf does not assume any obligation to publicly update any forward-looking statement after it was made, whether as a result of new information, future events or otherwise, except as required by law or regulation.

Contacts**TeraWulf Inc.**

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