

General Terms and Conditions Evolution Fix

Last updated December 2023

1. General Terms and Conditions

1.1. Introduction

These general terms and conditions (the "**General Terms and Conditions**" or the "**Agreement**") together with the following documents which form an integral and substantial part thereof constitute the agreement between the Parties (as defined below) relating to the sale by the Company to the User (as defined below) of Hashing Power and the related BTC Extraction (as defined below) as well as the sale of the Digital Product (as defined below), namely (the "**Annexes**"):

- (a) the order form (the '**Order Form**');
- (b) the summary of the Order Form (the "**Order Summary**");
- (c) information on the processing of personal data (the '**Privacy Policy**');
- (d) the general product sales conditions (the '**Sales Conditions**').

In the event of a conflict between the General Terms and Conditions and the Order Form, the provisions contained in the Order Form shall prevail.

1.2. Identification code

The Order Form, the General Conditions and the Order Summary are each marked with the same identification code.

2. How to enter into the Contract

2.1. Effectiveness of the Order Form

The Order Form contains a summary of the main information concerning Hashing Power, the Digital Product and the relevant payment method as well as the duration of the Contract. The User declares that, prior to the transmission and signing of the Order Form, he/she has fully read the Annexes and fully accepts their contents. A copy of the Annexes and the Contract shall be stored in the User's reserved area on the domain site www.swagyourlife.com. The User also acknowledges and accepts that the conclusion of the Contract is subject to the express acceptance of the Order Form by SWAG OÜ. Following the conclusion of the Contract, SWAG OÜ shall send an Order Summary summarising the main information contained in the Order Form to the e-mail address provided by the User.

2.2. Means of exchange of consent to the conclusion of the Contract

For the purpose of the conclusion of the Contract, the Parties (as defined below) agree that the transmission of the Order Form and the General Terms and Conditions may take place by telematic

means. The Parties (as defined below) therefore waive the right to dispute and/or raise objections as to the authenticity and legal and evidentiary validity of the means of transmission used for the exchange of the Order Form and the General Terms and Conditions.

3. Definitions

In addition to the terms and expressions that may be defined in other clauses of the General Terms and Conditions and/or the Order Form, the terms and expressions listed below shall have the meaning set out below, terms defined in the singular shall also be understood as defined in the plural and vice versa:

Mining Accreditation	has the meaning set out in Article 4 of the General Terms and Conditions
BTC	Denotes the virtual currency called Bitcoin, for more information on it and the functions of the technology see http://bitcoin.org
Fee	has the meaning set out in Article 6.2 of the General Terms and Conditions
Date of Withdrawal	has the meaning set out in Article 6.3 of the General Terms and Conditions
EEAS	European External Action Service, which manages the EU's diplomatic relations with countries outside the EU and conducts the EU's foreign and security policy
Extraction of BTC	the activity carried out by a Miner or a Mining Pool aimed at mining BTC or portions thereof as a reward for the discovery of the hash that becomes the header of a new Bitcoin blockchain block in order to link the latter to the former
Force Majeure Event	any act or event beyond Swag's reasonable control, including, without limitation, strikes, lockouts or other industrial action by third parties, civil disturbances, riots, invasions, terrorist attacks or threats of terrorist attacks, war (whether declared or not) or threat or preparation for war, fires, explosions, storms floods, earthquakes,

subsidence, epidemics or other natural disasters, failure of public or private telecommunications or electricity networks or providers of telecommunications and electricity services, material change in applicable law or change in industry self-regulation relating to BTC, Mining or associated services

- Hashing Power** the actual nominal computing power generated and used by the Miner/s in order to perform mathematical calculations to validate transactions recorded in a new block on the Bitcoin blockchain
- Miner** the hardware and IT equipment that generates the Hashing Power used by the Company in the Mining Pool
- Mining** means the process by which new BTCs are created by solving the mathematical algorithms required to certify the validity and inalterability of the information contained in a new block on the Bitcoin blockchain
- Mining Pool** indicates the site where the Hashing Power or third-party extraction activity takes place as specified in the Order Summary
- Transfer Request** has the meaning set out in Article 8 of the General Terms and Conditions
- OFAC** Office of Foreign Asset Control of the US Department of the Treasury means the body that administers and enforces economic and trade sanctions based on US foreign policy and national security objectives against foreign countries and regimes, terrorists, international drug traffickers, persons involved in activities related to the proliferation of weapons of mass destruction, and other threats to US national security, foreign policy, or the economy
- OFSI** Office of Financial Sanctions Implementation means the office responsible, *inter alia*, for imposing financial sanctions in the UK

Parts	means, collectively, the User and Swag
Lock Period	has the meaning set out in Article 6.4 of the General Terms and Conditions
Digital Product or Token	means the digital product or so-called <i>token</i> developed by the Company, as better described in the Conditions of Sale
Refund	has the meaning set out in Article 6.3 of the General Terms and Conditions
Full Service Maintenance	has the meaning set out in Article 7 of the General Terms and Conditions
Swag or Society	SWAG OÜ, a company under Estonian law, with registered office at Tartu Mnt 14 IV floor, 10117 Tallinn, Estonia, registration number 14762080 and VAT number EE102318205
Technology	hardware and its characteristics and modes of operation, trade secrets, know-how, inventions (whether patentable or not), techniques, processes, programs, ideas, algorithms, schematics, test procedures, software design and architecture, computer code, internal documentation, design and function specifications, product requirements, problem reports, analysis and performance information, benchmarks, software documents and other information technical, commercial, product, marketing and financial plans and data, methods, apparatus and processes subject to publication, distribution and exploitation to facilitate the Company's Mining business and include without limitation software/hardware and other mining infrastructure, software tools, user interface designs and any derivatives, enhancements, extensions developed or used by Swag including through third parties
Term	has the meaning set out in Article 5 of the General Terms and Conditions

- User** means the natural or legal person signing the Contract, as better identified in the Order Form
- User Wallet** the User's digital wallet, other than the Swaggy Wallet, offered by a third party and connected to the Swag Site by the User by means of a public key only in accordance with the procedure adopted by the Company, aimed at enabling the User to deposit and/or transfer BTC
- Wallet Swaggy** the BTC digital wallet offered by the Company to the User to enable the User to register BTC and safeguard the private key required to use the digital wallet

4. Object of the Contract

The object of this Agreement is the assignment for consideration by the Company to the User of an amount of Hashing Power known as Tera-Hash, the collection and transfer of an amount of BTC resulting from the BTC Extraction produced by the aforesaid Hashing Power from the date of signing of the Agreement to the Term as well as the sale of the Digital Product created by the Company (the "**Assignment**").

Under this Contract:

- (a) the Company:
 - (i) does not transfer to the User any ownership rights in relation to the Miner or any rights, title and interest in the Technology;
 - (ii) does not grant the User any licence, express or implied, or any copyright, patent or any other intellectual property right relating to the Technology;
 - (iii) shall transfer to the User an amount of BTC resulting from the Extraction of BTC from time to time variable and dependent on the amount of Hashing Power possessed by the User;
 - (iv) shall in no way transfer possession of the Hashing Power and the Miner to the User;
 - (v) may determine, at its own discretion, the allocation and use of the Hashing Power subject to Assignment, reserving the right at all times to determine at which Miners to use the Hashing Power;
- (b) the User:
 - (i) mandates the Company to manage the Hashing Power subject of the Assignment on its behalf;
 - (ii) acknowledges that it shall have no rights in relation to the management and use of the Miner and/or the Mining Pool at which the Hashing Power is allocated.

As part of the Assignment and at the end of each month of the term of the Agreement, the Company undertakes to transfer to the User an amount of BTC arising from the Mining of BTC equal to a certain percentage of the consideration paid in relation to the purchase of the Hashing Power as set out below in the summary table in clause 6.2 of the Agreement (the "**Mining Credit**").

5. Contract Duration

The Assignment shall be effective from the date of signature of the Contract and for the following year (the "**Term**").

6. Obligations of the Parties

6.1. Installation and Management of the Miner

In order to enable the production and management of the Hashing Power, the User delegates the installation and management of the Miner or portions thereof to the Company.

The Company warrants that it shall install the Miner at its own expense, through the employment of qualified personnel, in order to enable the assignment under the terms and conditions set forth in the Order Form.

6.2. Consideration for the Assignment

The Company shall carry out the Assignment against payment by the User of a *one-off* consideration, in Euro or virtual currency as indicated from time to time via the Platform, as set out below (the "**Consideration**"):

Product	Hashing Power Fee (Euro)	Digital Product Fee (Euro)	Total consideration (Euro)	Accreditation of Mining (%)	Digital Product Amount (No.)
Evolution BasicFix	750,00	750,00	1.500,00	6	1.500
Evolution NeoFix	1.500,00	1.500,00	3.000,00	7	3.000
Evolution IntensiveFix	3.000,00	2.850,00	5.850,00	7,5	7.313
Evolution AdvanceFix	6.000,00	5.400,00	11.400,00	8	17.100
Evolution ExclusiveFix	12.000,00	10.200,00	22.200,00	9	38.850
Evolution UltraFix	15.000,00	12.375,00	27.375,00	10	54.750

Unless otherwise provided for in the General Conditions, the Consideration includes all costs incurred by the Company in connection with the Assignment relating to, but not limited to, hosting, repairs to the Miner and the cost of the electricity required to power the Mining activity.

6.3. Refund

On the Termination Date, the Company shall transfer to the "MyBalance" section of the User *account* an amount of Euros equal to the Hashing Power Fee paid to the Company under the Assignment (the "**Reimbursement**").

6.4. Transfer and use of the Digital Product

As part of the Assignment and on the date of signing the Agreement, the Company shall grant the User the right to redeem an amount of Tokens as set forth in the summary table above in Article 6.2 of the Agreement.

Except as otherwise provided below, the User's use of the aforesaid Digital Product shall be governed by the Conditions of Sale annexed to this Agreement as well as in any further documents referred to herein.

From 21 July 2024 Tokens allocated to the User pursuant to this Agreement may not be transferred from the User Wallet or Swaggy Wallet to another *wallet* for a period of 2 (two) years (the "**Lock Period**").

At the end of the Lock Period, the User may dispose freely *pro rata* for the next 12 (twelve) months of the Tokens.

6.5. Miner's duty of care

In order to enable the Assignment and up to the Term, the Company undertakes:

- (a) not to use the Miner for illegal purposes or to commit unlawful activities;
- (b) to use the Miner according to its specific intended use and in compliance with the requirements and technical/operational instructions contained in the manuals;
- (c) to place the Miner in suitable locations free from specific safety and accident prevention risks;
- (d) not to alter the original state of the Miner;
- (e) to carry out regular cleaning operations of all parts of the Miner by employing specialised technical personnel of the Mining Pool.

7. Full Service Maintenance

7.1. Full Service Maintenance

Within the scope of the Contract, unless otherwise agreed between the Parties, the Company offers the so-called "**Full Maintenance Service**" referred to in this Article to the User free of charge.

7.2. Contents, conditions and limits of use of the Full Service Maintenance Service

The Full Service Maintenance service includes all ordinary and extraordinary maintenance work carried out by the Company, whatever the origin and cause of the fault, aimed at restoring the Miner's normal functionality, such as, for example, in the event that as a result of the fault (or theft), it is necessary to replace one or more of the components listed below: transformer, boards, UPS batteries, PC board, touch screen.

7.3. Full Maintenance Service delivery through other group companies and delivery times

The User acknowledges and accepts that the Company may, at its own discretion, provide the Full Service Maintenance Service through other group companies or third parties.

The Company undertakes to carry out the interventions relating to the Full Service Maintenance within a maximum period of 30 (thirty) working days from the date of the Company's knowledge of the malfunctioning of the Miner.

7.4. Full Service Maintenance Exclusion Cases

The Company shall be entitled not to provide the Full Service Maintenance Service in the event of:

- (a) failure relating to components other than the original equipment of the Miner;
- (b) destruction of the Miner (i.e. serious failure of the major components of the Miner that cannot be repaired by preserving the original identity of the Miner).

Upon the occurrence of one or more of the cases of exclusion of the Full Service Maintenance Service referred to in this article, the Company, at its sole discretion, shall have the right not to provide the Full Service Maintenance Service and shall notify the User in writing thereof.

8. Theft, loss and destruction of the Miner

In the event of theft, loss or destruction of the Miner, the Company shall send written notice by e-mail to the User informing the User of the event (the "**Negative Event**").

If the Negative Event is due to an unlawful act of the Mining Pool or of a third party, the Company shall, together with the aforementioned communication, forward a copy of the complaint filed with the competent Authorities.

9. Crediting of BTC Extraction

Through his *account* on the Company's site, the User will be able to:

- (a) view the Mining Credit generated at the end of each month of effectiveness of the Contract via the "*My Balance*" section of the website;
- (b) through the "*Transfer*" function, transmit to the Company a request to transfer the aforementioned amount of BTC, or part thereof, to its *wallet in accordance with the General Conditions* (the "**Transfer Request**").

As from the first accounting date of the Mining Credit, the User shall at any time be entitled to notify the Company of the Transfer Request to its Swaggy Wallet or User Wallet.

Swaggy Wallet Holders

From the first date on which the Mining Credit is accounted for in accordance with the General Terms and Conditions, the User holding the Swaggy Wallet may transmit the Transfer Request to the Company in order to receive, at no cost or charge, the relevant BTC.

It is prohibited for the User holding the Swaggy Wallet to transmit the Transfer Request in favour of a *wallet* other than the Swaggy Wallet.

The general terms and conditions of service of the Swaggy Wallet signed between the Parties apply to the use of the Swaggy Wallet.

User Wallet Holders

From the first date of accounting of the Mining Credit in accordance with the General Conditions, the User Wallet holder may transmit the Transfer Request to the Company in order to receive the relevant BTC.

In order to execute the aforesaid Transfer Request, the Company will apply to the transfer of the BTCs to the User Wallet the fees provided for the execution of *Bitcoin blockchain transactions* as well as a *fee* for the execution of the transaction according to the Company's fee schedule (available in the "*Fees and Limits*" section on the Company's website).

The terms of service signed between the User and the third party provider apply to the use of the User Wallet.

10. Prohibition of Contract Assignment

10.1. Prohibition of Contract Assignment

The User may not assign the Contract and/or the rights and/or obligations arising therefrom to third parties, except with the prior written authorisation of the Company, including by way of corporate transactions such as, but not limited to, assignment, lease, usufruct, transfer of business and/or business unit, demerger, merger.

10.2. Prohibition of Hashing Power

The User is not authorised to assign the Hashing Power to third parties and shall continue until the Term to assume full and exclusive responsibility towards the Company for the proper fulfilment of the obligations under this Agreement.

The User is also not permitted to sub-lease to third parties or otherwise dispose of or lease or assign the rights to (all or part of) the Hashing Power.

11. Right of withdrawal for consumer users

If the User qualifies as a 'consumer' within the meaning of the law applicable to him/her (the '**Consumer User**'), the Consumer User shall be entitled to withdraw from the General Terms and Conditions, without any cost or penalty, without specifying the reason, within 14 days after signing the Contract.

In order to exercise the right of withdrawal, the consumer user must inform Swag of the exercise of this right by means of a specific statement (e.g. letter sent by post or e-mail) of the decision to withdraw from the General Terms and Conditions at the following addresses:

Swag OÜ

Tartu Mnt 14 IV floor, 10117 Tallinn, Estonia

E-mail: support@swagyourlife.com

For this purpose, the User Consumer may use the following withdrawal form *template*. The User Consumer may withdraw from the General Terms and Conditions by using the following form, which must be completed in full and sent to the e-mail address support@swagyourlife.com before the end of the withdrawal period:

WITHDRAWAL FORM

I hereby communicate my withdrawal from the sales or supply agreement relating to the following product _____

Order number _____

Order's date _____

<i>Name and Surname</i> _____
<i>Address</i> _____
<i>Email associated with the account from which the order was placed</i> _____
<i>Notes</i> _____

12. Termination of the Company and Penalty

The Company may terminate the Contract by sending the User an email or registered letter with acknowledgement of receipt sent in advance by email to the address indicated by the User during the procedure of appropriate identification of the User, in the event of

- (a) violation of the prohibition of assignment of the Contract, as provided for in Article 10 of the Contract;
- (b) non-compliance with and/or breach of the provisions on warranties and indemnities set out in Article 14 of the Contract;
- (c) breach of obligations under Article 16 of the Contract;
- (d) breach of the obligation of confidentiality of Confidential Information, as provided for under Article 18 of the Contract;
- (e) Force Majeure event whose effects on the Company last for a period of more than three months;
- (f) within one month from the date of signing the Contract, failure to complete and/or incorrect performance by the User of the customer identification procedure adopted by the Company.

The termination of the Contract in the aforementioned cases of termination shall be effective from the date of receipt by the User of the notice of termination sent by the Company pursuant to this Article.

In the event of termination of the Contract pursuant to the aforementioned letter (f), the User shall be entitled to a refund of the Fee reduced by a percentage equal to 3% of the Fee owed by the User to the Company as a penalty. The User accepts and acknowledges that the aforementioned amount of penalty is fair and not reducible, and hereby waives any action, objection or claim aimed at obtaining its reduction.

13. Withdrawal from the Company

The Company may withdraw from the Contract by sending written notice, sent by registered letter with return receipt or by e-mail, which must be received by the User at least 15 (fifteen) days before the effective date of the notice of withdrawal.

In this case, the User shall not be entitled to any reimbursement of the Fee and any consideration paid to the Company under the Contract prior to the effective date of withdrawal.

14. Warranties and Indemnities

14.1. User Guarantees

The User declares and warrants that by means of the Assignment he/she intends to carry out the Crediting of the Mining only on his/her own behalf, at his/her own risk and exclusively for his/her own benefit. The User also agrees to transmit and provide Swag with the information requested by Swag from time to time for the purpose of properly fulfilling its anti-money laundering and anti-terrorist financing obligations.

14.2. Guaranteeing the risks associated with Mining

By signing the Agreement, the User acknowledges, represents and warrants that he/she has sufficient technical information and understands the risks associated with BTC Mining and Extraction.

14.3. Prohibition of Denigration

Until the Contract Term and for a period of 12 months thereafter, you agree not to take any action which is intended to damage Swag or its reputation. Such actions include but are not limited to disparaging remarks, statements questioning Swag's character, honesty, integrity, morality or image in relation to any aspect of the operation of its business. The obligations of this article extend to Swag's shareholders, directors, employees, representatives. For breach of the prohibition of disparagement, the User shall be liable to pay Swag a penalty of €10,000.00 (ten thousand/00 euros), subject to compensation for any further damage. The User expressly acknowledges the fairness and congruity of the amount of the penalty, waiving as of now any action, objection or claim for its reduction.

14.4. Restrictions on use

You agree not to use the content or information provided by Swag under this Agreement to conduct business or activity or solicit the performance of any activity for any illegal, fraudulent, unauthorised or improper purpose. You agree to comply with all applicable constitutions, laws, ordinances, codes, regulations, statutes or treaties, orders, decisions, instructions, requirements, directives or requests of any applicable court, regulatory body or other governmental authority in connection with your use of the Rental Services.

14.5. Additional Guarantees

You warrant and represent (i) that you will use the Hashing Power solely in accordance with all applicable laws and regulations; (ii) that you are neither a director, agent, employee currently being sanctioned by OFAC, EEAS or OFSI (iii) not to directly or indirectly use the Hashing Power, or lend, contribute or otherwise make the Hashing Power available to any subsidiary, joint venture partner or other person or entity, for the purpose of financing the activities of any person currently subject to US, UK or EU sanctions; (iv) not to sub-lease or resell or lease the Hashing Power to any person or entity subject to sanctions by OFAC, EEAS or OFSI.

14.6. Exclusion of Warranty

Swag makes no warranty of any kind, express or implied, as to merchantability, fitness for a particular purpose, uninterrupted or error-free access, accuracy, reliability, capacity or security, freedom from delay or failure to the fullest extent permitted by law, even through its shareholders, directors, officers, employees and representatives. In no event shall Swag be liable for any unauthorised use of the service.

14.7. Limitation of liability

Swag is not and shall not be liable to the User for:

- (a) direct, indirect, consequential, incidental, punitive or special damages (including damages for loss of BTC Extraction, interruption of services, loss of information, errors or failures resulting from hardware or software malfunctions, operational blockage, damage, theft and/or other tortious acts) attributable to the negligent conduct of Mining Pools or third parties;
- (b) damages resulting from the User's failure to comply with the terms and conditions of the Contract;
- (c) damage resulting from any act or omission of any person acting not directly under the control of Swag;
- (d) damage resulting from unauthorised access to the Swaggy Wallet or User Wallet;
- (e) damage resulting from a change in regulations or operating rules as well as in the value of BTCs;
- (f) damages resulting from the User's failure to make a declaration for tax purposes;
- (g) damages resulting from the failure and/or incomplete transmission of the Transfer Request.

Swag shall also not be liable for any failure or delay in the performance of any of its obligations under this Contract caused by a Force Majeure Event.

14.8. Manleva

You agree to indemnify and hold Swag and each shareholder, director, employee and representative harmless from and against any and all damages, charges, costs, and/or expenses arising out of any

disputes, administrative proceedings or out-of-court disputes of any nature whatsoever, actions or claims brought by any interested party and/or any other person and/or Authority as a result of any failure to comply with and/or breach of obligations under the Agreement or as a result of any unlawful use, neglect, failure to comply with applicable law or misuse of Mining and BTC by the User and/or its assignees and/or third parties.

15. Communications

All written communications between the Parties required or permitted under the Contract, except where individual clauses provide for specific modes of transmission, shall be deemed validly made if they are sent to the following addresses:

for Swag: e-mail support@swagyourlife.com;

for the User: please refer to the references provided during registration by the User on domains owned by Swag.

16. Obligations of the User

The User undertakes to fulfil all obligations regarding the traceability of financial flows within its competence in accordance with the regulations applicable to it.

To this end, the User undertakes to notify Swag of each digital wallet in its possession by sending a communication to the Company indicating the public key of the said digital wallets.

The User declares and guarantees to indemnify as well as indemnify and/or hold harmless the Company from any liability and/or prejudice and/or claim of third parties directly or indirectly connected with and/or resulting from the violation by the User of the obligation referred to in this Article.

17. Processing of personal data

Pursuant to European Regulation No. 679/2016 (hereinafter referred to as the "**Regulation**"), the User is informed that Swag acts as the Data Controller for the processing of personal data for the execution of the provisions of the Contract. The Parties acknowledge that the Contract is concluded, subject to the User's acceptance of the Privacy Policy.

The user assumes responsibility for the truthfulness and correctness of personal data entered on sites or domains owned by Swag.

18. Confidentiality

18.1. Scope of the confidentiality obligation

The User undertakes to keep the contents of this Agreement strictly confidential and to use them solely for the purpose of its execution. The User also undertakes to keep strictly confidential any information received from Swag concerning the Miner and/or the Hashing Power and/or the Digital Product, their functional and/or operational characteristics, as well as the commercial projects relating thereto.

18.2. Definition of confidential information

Confidential information means all news, knowledge, data, models, projects, prototypes, *know-how*, products, technical and computer systems, deeds, documents and any other information, of whatever kind and nature and without any limitation relating to the type of material support, that the Company shall disclose to the User (hereinafter '**Confidential Information**').

18.3. User's confidentiality obligations in relation to Confidential Information

In relation to Confidential Information, the User undertakes:

- (a) to take all necessary and appropriate measures in order to maintain and not adversely affect the confidentiality of Confidential Information of which it will become aware;
- (b) not to disclose/transmit/disclose/communicate the Confidential Information in any way to third parties - including any associated/affiliated/controlling legal entities -;
- (c) not to publish Confidential Information in any way whatsoever;
- (d) not to copy and/or reproduce the Confidential Information without the prior written consent of the Legal Representative of the Company;
- (e) to use the Confidential Information solely for the purpose of assessing its interest in entering into this Contract, to the exclusion of any other and different use;
- (f) to notify Swag without delay in writing and by certified e-mail of any unauthorised use or disclosure of Confidential Information of which it becomes aware, and to use all means to bring about the cessation of the unlawful conduct as soon as possible;
- (g) to communicate in advance, by certified e-mail, any circumstances on the basis of which they detect risks to the protection of the confidentiality of Confidential Information;
- (h) not to engage, by virtue of and as a result of the Confidential Information received, in any act or conduct liable to generate diversion or hoarding of customers to the detriment of Swag;
- (i) not to use Confidential Information received from Swag directly or indirectly in competition with Swag.

18.4. Exclusions

In connection with this obligation of confidentiality, it is understood that Confidential Information does not include information:

- (a) which, at the time they are communicated to the User, are already in the public domain, or become so for reasons that have nothing to do with a breach by the User of the obligations specified in this Agreement;
- (b) which the User proves to be in possession of prior to the date of signing this Agreement;
- (c) which shall be excluded in advance by Swag from the application of the secrecy obligations under this Contract, by written notice signed by its legal representative;
- (d) that must be disclosed by order of the Judicial Authority; in this case, however, it shall be the User's responsibility to inform the Company in advance of the request received, in order to allow Swag to assess the appropriateness of an opposition action.

18.5. Liability and burden of proof in cases of breach of confidentiality

The User shall be liable in the event of a breach of the confidentiality obligations referred to in this article; and agrees to indemnify and hold the Company harmless for any direct and/or indirect damage as well as expenses that Swag may incur as a result of a breach of the confidentiality obligations referred to in this article.

In the event of a dispute arising from an alleged breach of the confidentiality obligations referred to in this article, the User acknowledges and accepts that the Company is hereby released from the obligation to provide proof of the User's wilful or negligent act and the imputability to the latter of the damage suffered; in the event of such a dispute, the User shall therefore have to exclude, if the conditions are met, its liability, demonstrating, among other things, that the damage was caused by a fact not attributable to it.

18.6. Prohibition of Reproduction of Confidential Information and Duty of Return/Destruction

All Confidential Information, in whatever form, is and remains the exclusive property of the Company.

Under no circumstances may the User copy/reproduce the Confidential Information without the prior written consent of the Company's legal representative and, if such consent is given, the copies/reproductions must be marked with the relevant confidentiality and ownership information.

Any copy/reproduction of the Confidential Information that Swag has permitted the User to make in the manner described herein shall be deemed to be the exclusive property of the Company and shall be returned or destroyed, at Swag's option, upon the occurrence of the first of the following events

- (a) end of permitted use;

(b) upon simple written request.

The return or destruction of the Confidential Information shall take place no later than 5 days after the aforementioned request or the end of the permitted use.

19. Applicable law and jurisdiction

These General Terms and Conditions shall be governed by and construed in accordance with Estonian law to the exclusion of the application of the United Nations Convention on Contracts for the International Sale of Goods.

In relation to Consumer Users, any dispute arising out of or in connection with these General Terms and Conditions (whether contractual or non-contractual) shall be subject to Estonian jurisdiction. This shall be without prejudice to the application to Consumer Users not ordinarily residing in Estonia of provisions that may be more favourable and mandatory as provided by the law of the country in which the Consumer User resides, in particular with regard to the time limit for exercising the right of withdrawal. In the event that such rights are exercised, the manner and formalities for communicating the exercise of such rights shall be provided for in accordance with the law of the User Consumer's residence.

Unless otherwise provided for by the law applicable to the User Consumer, the place of jurisdiction for any disputes relating to the application, execution and interpretation of these General Terms and Conditions shall be the place where the User Consumer resides or has elected domicile (if in Estonia). Otherwise, the Court of Harju shall have jurisdiction.

The User-Consumer residing in a Member State of the European Union other than Estonia may also have access, for any dispute relating to the application, execution and interpretation of these General Terms and Conditions, to the European Small Claims Procedure, as provided for in Regulation (EC) No. 861/2007 of the European Parliament and of the Council of 11 July 2007, provided that the value of the dispute does not exceed, excluding interest, fees and expenses, EUR 2,000.00.

Swag informs Consumer Users that a European platform for the online resolution of consumer disputes (so-called '**ODR Platform**') has been established. The ODR Platform can be accessed at the following link: ec.europa.eu/consumers/odr. Through the ODR Platform, the Consumer User will be able to consult the list of ADR entities (e.g. alternative dispute resolution bodies such as mediation, arbitration and other forms of dispute resolution bodies) and initiate an online dispute resolution procedure for the dispute in which he/she is involved.

This shall be without prejudice to the right of the User-Consumer to bring proceedings before the competent ordinary courts, as well as the possibility, where applicable, to initiate an out-of-court

settlement of disputes relating to consumer relations through recourse to the applicable procedures provided for in its jurisdiction (if applicable).

20. Final Provisions

20.1. Repeal of previous understandings between the Parties

The Contract abrogates and supersedes any previous agreement, written or oral, between the Parties on the subject matter of the Contract.

20.2. Variation of contractual conditions

Any variations to these General Terms and Conditions shall be the subject, on penalty of nullity, of a specific written agreement between the Parties.

Should some clauses of the Contract or parts thereof be null and void and/or invalid, this shall not affect the validity of the remaining clauses and/or parts thereof, which shall therefore remain in full force and effect.

20.3. Swag tolerance

Any tolerance on the part of the Company with regard to conduct on the part of the User in breach of the provisions of the Contract shall not constitute a waiver of the rights arising out of the breached provisions nor of the right to demand the exact fulfilment of all obligations and compliance with all terms and conditions under the Contract.

20.4. Prevalence of the English language

The English language version of the Contract is legally binding between the Parties and prevails over any other translation.

Addendum General Terms and Conditions

1. Purpose and effectiveness

The purpose of this document is to specify in its main aspects the contractual relationship between Swag OU and the User relating to the provision of the **Mining Services** (i.e. in respect of the provision to the User - through the signing of a rental agreement - of the Mining Capacity Sharing Services for the extraction of BTC from the Mining Activity).

2. Structure

The contractual relationship between Swag OU and the User relating to the provision of mining services consists of two relationships distinguishable by obligations and functions and they are:

- a) Hiring of the Hashing Power or the Miner (or portions thereof) by the Swag OU in favour of the User
- b) The activity of BTC extraction by the Swag OU in favour of and on behalf of the User

3. Obligations of the User under the Rental Relationship

With the rental agreement, the user requests Swag to rent the hashing power or the miner (or portions thereof) and commits to the annual payment of the **rental fee** inclusive of all costs incurred by Swag OU (electricity, hosting and repairs).

The obligation to pay the rental fee covers the entire contractual period and is paid when the rental agreement is signed. It **accrues periodically** as it constitutes the User's consideration for the periodic BTC mining activity carried out by Swag OU.

4. Obligations of Swag OU in the context of the BTC extraction relationship and determination of the fee payable to the User

Within the scope of the rental relationship, the User - while acknowledging that he is familiar with Mining and BTC - declares that he does not have sufficient expertise to carry out the activity of BTC mining and, therefore, entrusts Swag OU with the task of BTC mining on his/her behalf.

The assignment of BTC extraction entrusted by the User to Swag OU entitles the User to the production of BTCs (fixed or variable) according to the technical and economic characteristics, in the type and manner set out in the Order Form.

At the same time, this assignment gives rise to a number of obligations on the part of Swag OU, including:

- (i) delivering, installing and storing the Miner on behalf of the User at the Mining Farm and guaranteeing - for the duration of the rental - the supply of electricity to support the machines ;

- (ii) intervene to restore the normal functionality of the Miner in the event of a fault, and generally;
- (iii) perform any ordinary and extraordinary maintenance on hardware and software.

The BTC extraction activity carried out by Swag OU on behalf of the User takes place on a periodic (daily) basis but **cannot be predetermined in advance in** relation to the variability of the factors producing the same extraction.

Accordingly, the accrual of the right to collect BTC in favour of the User arises at the end of the rental period because - given the instability of BTC factors - it is not possible to predetermine the production of BTC in advance during the contract.

5. Final Clauses

In the event of any conflict between the terms and conditions set forth in this Addendum and the documents governing the rental relationship (General Terms and Conditions, order form and order summary), this Addendum shall prevail.

For all matters not otherwise regulated herein, the contractual clauses set out in the rental documents remain unaffected.