



Swag
Enrich
your life

General conditions Evolution

Last updated December 2023

1. General conditions

1.1. Introduction

These general conditions (the “**General Conditions**” or “**Agreement**”) together with the following documents which form an integral and substantial part of the same constitute the agreement between the Parties (as defined below) relating to the transfer by the Company to the User (as defined below) of Hashing Power and the related BTC Mining (as defined below), in particular (the “**Annexes**”):

- (a) the order form (the “**Order Form**”);
- (b) the summary of the Order Form (the “**Order Summary**”);
- (c) the information on the processing of personal data (the “**Privacy policy**”);
- (d) the general product sales conditions (the “**Conditions of Sale**”).

In case of conflict between the General 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. Subscription mode of the Agreement

2.1. Effectiveness of the Order Form

The Order Form contains a summary of the main information relating to Hashing Power, the Cost of Electricity and the related payment method as well as the duration of the Agreement. The User declares to have read the Annexes in full, before transmitting and signing the Order Form, and to accept their contents in full. A copy of the Annexes and of the Agreement will be stored in the User's reserved area on the website with the domain www.swagyourlife.com. The User also acknowledges and accepts that the conclusion of the Agreement is subject to the express acceptance of the Order Form by SWAG OÜ. Following the signing of the Agreement, SWAG OÜ will send the Order Summary aimed at summarizing the main information contained in the Order Form to the email address indicated by the User.

2.2. Means of exchange of consent to the stipulation of the Agreement

For the purposes of finalizing the Agreement, the Parties (as defined below) agree that the transmission of the Order Form and the General Conditions can take place electronically. The Parties (as defined

below) therefore renounce to dispute and / or raise objections regarding the authenticity and legal and probative validity of the means of transmission used for the exchange of the Order Form as well as of the General Conditions.

3. Definitions

In addition to the terms and expressions possibly defined in other clauses of the General Conditions and / or the Order Form, the terms and expressions listed below have the meaning indicated below, the terms defined in the singular are intended also defined in the plural and vice versa:

BTC	Indicates the virtual currency called Bitcoin, for further information in relation to the same and to the functions of the technology, please see http://bitcoin.org
Consideration	has the meaning set out in article 6.2 of the General Conditions
Cost of Electricity	has the meaning set out in article 6.3 of the General Conditions
Withdrawal Date	has the meaning set out in article 6.3 of the General Conditions
EEAS	European External Action Service, which manages the EU's diplomatic relations with countries outside the EU and conducts the foreign and security policy of the European Union
BTC Mining	the activity carried out by a Miner or a Mining Pool aimed at extracting BTC or portions of it as a reward deriving from the discovery of the hash which becomes the header of a new block of the Bitcoin blockchain in order to connect the latter to the previous one
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 commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, failure of public or private telecommunications or electricity networks or providers of telecommunications

and electricity services, substantial change in the applicable law or change to industry self-regulation relating to BTC, Mining or associated services

Hashing Power	Bitcoin the actual nominal computing power generated and used by the Miner(s) in order to perform mathematical calculations aimed at validating transactions recorded in a new block of the Bitcoin blockchain
Miner	the hardware and IT equipment that generates the Hashing Power used by the Company in the Mining Pool
Mining	indicates the process that allows the creation of new BTC through the resolution of the mathematical algorithms necessary to certify the validity and inalterability of the information contained in a new block of the Bitcoin blockchain
Mining Pool	indicates the site where the extraction activity of the Hashing Power or third parties takes place as specified in the Order Summary
Transfer Request	has the meaning set out in article 8 of the General 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 U.S. foreign policy and on national security objectives against foreign countries and regimes, terrorists, international drug traffickers, entities engaged in activities related to the proliferation of weapons of mass destruction and other threats to the national security, foreign policy, or economy of the United States
OFSI	indicates the office responsible, <i>inter alia</i> , for imposing financial sanctions in the UK
Parties	means, collectively, the User and Swag
Lock period	has the meaning set out in article 6.4 of the General Conditions
Digital Product or Token	indicates the digital product or so-called token developed by the Company, as better described in the Conditions of Sale

Full-Service Maintenance Service	has the meaning set out in article 7 of the General Conditions
Swag or the Company	SWAG OÜ, company incorporated under Estonian law, with registered office in Tartu Mnt 14 IV floor, 10117 Tallinn, Estonia, registration number no. 14762080 and VAT number EE102318205
Technology	the hardware and its features and methods of operation, trade secrets, know-how, inventions (whether patentable or not), techniques, processes, programs, ideas, algorithms, schemes, 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, business, product, marketing and financial plans and data, methods, apparatus and processes published, distributed and exploited to facilitate the Company's Mining activity and include without limitation the software / hardware and other mining infrastructure, software tools, user interface designs and any derivatives, improvements, extensions developed or used by Swag also through third parties
Term	has the meaning set out in article 5 of the General Conditions
User	indicates the natural or legal person who signs the Agreement, as better identified in the Order Form
User Wallet	the User's digital wallet, other than the Swaggy Wallet, offered by third parties and connected to the Swag website by the User by indicating only the public key pursuant to the procedure adopted by the Company, aimed at allowing the User to deposit and / or transfer BTC
Wallet Swaggy	the BTC digital wallet offered by the Company to the User aimed at allowing the User to register BTC and safeguard the private key necessary to use the digital wallet

4. Object of the Agreement

This Agreement has the object of the assignment for consideration by the Company to the User of an amount of Hashing Power so-called Tera-Hash as well as the collection and transfer of an amount of BTC deriving from the extraction of BTC produced by the aforementioned Hashing Power from the date of signing of the Agreement to the Term (the “**Assignment**”).

Under this Agreement:

- (a) the Company:
 - (i) does not transfer to the User any ownership rights in or to the Miner nor any rights, title and interest in the Technology;
 - (ii) does not grant the User any license, express or implied, nor any copyright, patent or any other;
 - (iii) will transfer to the User an amount of BTC deriving from the Mining of BTC which varies from time to time and depends on the amount of Hashing Power owned by the User;
 - (iv) will not in any way transfer possession of the Hashing Power and of the Miner to the User;
 - (v) may determine, at its own discretion, the allocation and use of the Hashing Power object of the Assignment, reserving, at any time, the right to determine with which Miners to use the Hashing Power;
- (b) the User:
 - (i) mandates the Company to manage the Hashing Power being assigned on its own behalf;
 - (ii) acknowledges that it will not have any rights in relation to the management and use of the Miner and / or the Mining Pool in which to allocate the Hashing Power.

5. Duration of the Agreement

The Assignment will be effective from the date of signing of the Agreement and for the following year (the “**Term**”).

6. Obligations of the Parties

6.1. Installation and management of the Miner

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

The Company guarantees that it will install the Miner independently and at its own expense, through the use of qualified personnel, in order to allow the Assignment under the terms and conditions indicated in the Order Form.

6.2. Consideration for the Assignment

The Company will carry out the Assignment of the following amounts of Hashing Power upon payment by the User of a one-off consideration equal to:

- (a) Euro 1,500 (one thousand five hundred/00), for an amount of Hashing Power equal to 100 Tera-Hashes;
- (b) Euro 750 (seven hundred and fifty/00), for an amount of Hashing Power equal to 50 Tera-Hash;
- (c) Euro 375 (three hundred and seventy-five/00), for an amount of Hashing Power equal to 25 Tera-Hash.

Except as otherwise provided in the General Conditions, the Consideration includes all costs faced by the Company as part of the Assignment relating, but not limited to, to the hosting and repairs of the Miner.

6.3. Electricity and payment methods

As part of the Assignment, the Company will activate and maintain active, at its own expense and at the expense of the User until the Term, the supply of electricity to power the Miner aimed at producing the Hashing Power purchased pursuant to the previous article 6.2.

The cost of electricity associated with the use of the Miner is borne by the User (the “**Electricity Cost**”). When signing the Agreement, via the Order Form, the User may alternatively indicate the following payment methods for the Electricity Cost:

- (a) one-off at the time of signing the Agreement and only in relation to the Assignment of Hashing Power equal to 100 Tera-Hash, through the payment of Euro 1,200 (one thousand two hundred/00), in favour of the Company;
- (b) monthly, through the monthly payment of Euro:
 - (i) 110 (one hundred and ten/00), in relation to the Assignment of Hashing Power equal to 100 Tera-Hashes;
 - (ii) 55 (fifty-five/00), in relation to the Transfer of Hashing Power equal to 50 Tera-Hash;
 - (iii) 27.5 (twenty-seven/50), in relation to the Transfer of Hashing Power equal to 25 Tera-Hashes.

It is understood that the payment of the Electricity Cost relating to the first month's must be paid on the date of signing the Agreement.

With reference to subsequent payments, the monthly Electricity Cost will be automatically withdrawn by the Company from the User's account (so-called My Balance), also via the payment method indicated by the User at the time of signing the Agreement, or from the Swaggy Wallet on the date indicated in the Order Form (the “**Withdrawal Date**”).

The Company will periodically send (7 (seven), 3 (three) 1 (one) day(s) prior to the Withdrawal Date) to the User an email communication aimed at reminding the latter that on the Withdrawal Date that Swag will attempt to withdraw automatically the Electricity Cost. If on the Withdrawal Date the aforementioned payment of the Electricity Cost is not correctly carried out, the Company will try to carry out the aforementioned withdrawal up to a maximum of 4 (four) consecutive attempts.

On the Payment Date and for the following 4 (four) days, the Company will collect the monthly instalment of the Electricity Cost via the payment method used by the User on the date of signing the Agreement.

Following failure to pay the monthly instalment of the Electricity Cost according to the above procedure, the Agreement will be automatically terminated.

6.4. Transfer and use of the Digital Product

As part of the Assignment and on the date of signing the Assignment, the Company will grant the User, free of charge, the right to redeem a number of Tokens equal to the Hashing Power object of the Assignment as indicated below:

- (a) 3,000 (three thousand/00) Tokens, for the purchase of 100 Tera-Hash;
- (b) 1,125 (one thousand one hundred and twenty-five/00) Tokens, for the purchase of 50 Tera-Hash;
- (c) 375 (three hundred and seventy-five/00) Tokens, for the purchase of 25 Tera-Hash.

Contrary to what was previously provided, in the event of termination of the Agreement pursuant to art. 6.3 of the Agreement, the Company will grant the User, free of charge, the right to redeem a number of Tokens reduced *pro rata* in relation to the monthly Electricity Costs not paid by the User.

Except as otherwise provided below, the use by the User of the aforementioned Digital Product will be governed by the Conditions of Sale attached to this Agreement as well as any additional documents referred to therein.

Starting from July 21, 2024, the Tokens attributed to the User pursuant to this Agreement cannot 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 will be able to freely dispose of the Tokens *pro rata* for the next 12 (twelve) months.

6.5. Miner's custody obligation

In order to allow the Assignment until the Term, the Company undertakes:

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

7. Full-Service Maintenance

7.1. “Full-Service” maintenance service

As part of the Agreement, unless otherwise agreed between the Parties, the Company offers the User the so-called free of charge “**Full-Service Maintenance Service**” referred to in this article.

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

The Full-Service Maintenance service includes every ordinary and extraordinary maintenance intervention carried out by the Company, whatever the origin and cause of the fault, aimed at restoring the normal functionality of the Miner such as, for example, in the case in which due to fault (or of theft), it is necessary to replace one or more components listed below: transformer, cards, UPS batteries, PC card, touch screen.

7.3. Deliverability of the Full-Service Maintenance Service through other group companies and delivery times

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

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

7.4. Cases of exclusion of the Full-Service Maintenance Service

The Company will have the right not to provide the Full-Service Maintenance Service in the event of:

- (a) failure relating to components other than those constituting the original equipment of the Miner;
- (b) destruction of the Miner (this means the serious damage extended to the main components of the Miner which cannot be repaired while preserving the original identity of the Miner itself).

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, will have the right not to provide the Full-Service Maintenance Service and give written notice to the User.

8. **Theft, loss and destruction of the Miner**

In the event of theft, loss or destruction of the Miner, the Company must send written communication via email to the User aimed at informing the User in relation to the event (the “**Negative Event**”).

If the Negative Event is due to an illicit act by the Mining Pool or third parties, together with the aforementioned communication, the Company must send a copy of the complaint filed with the competent Authorities.

9. **Crediting of BTC Mining**

Through his / her / its account on the Company's website, the User will have the right to:

- (a) view the amount of BTC deriving from the BTC Mining produced at the end of each month of effectiveness of the Agreement via the “*My Balance*” section of the website;
- (b) through the “*Transfer*” function, send to the Company a request to transfer the aforementioned amount of BTC, or part of it, to one of its wallets in accordance with the provisions of the General Conditions (the “**Transfer Request**”).

Starting from the first accounting date of the BTC deriving from the BTC Mining, the User will at any time have the right to communicate to the Company the Transfer Request to his / her / its Swaggy Wallet or User Wallet.

Swaggy Wallet Holders

From the first accounting date of the BTC Mining pursuant to the General Conditions, the User who owns the Swaggy Wallet will be able to send the Transfer Request to the Company in order to receive, without any cost or charge, the BTC deriving from the BTC Mining in the Swaggy Wallet.

It is forbidden for the User who owns the Swaggy Wallet to send the Transfer Request to a wallet other than the Swaggy Wallet.

The general 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 accounting date of the BTC Mining pursuant to the General Conditions, the User who owns the User Wallet may send the Transfer Request to the Company in order to receive the BTC resulting from the BTC Mining in the User Wallet.

In order to execute the aforementioned Transfer Request, the Company will apply to the transfer of the BTC to the User Wallet the costs foreseen for the execution of the Bitcoin blockchain operations as well as a fee for the execution of the operation according to the Company's price list (available in the "Fees and limits" section on the Company website).

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

10. Prohibition on assignment of the Agreement and Hashing Power

10.1. Prohibition on assignment of the Agreement

The User may not assign the Agreement to third parties, except with the prior written authorization of the Company, including through corporate operations such as, but not limited to, assignment, rental, usufruct, transfer of company and / or business unit, demerger, merger.

10.2. Prohibition on assignment of Hashing Power

The User is not authorized to assign the Hashing Power to third parties and will continue until the Term to assume full and exclusive responsibility towards the Company for the correct fulfilment of the obligations set out in this Agreement.

The User is also not authorized to sublease to third parties or otherwise sell or rent or assign the rights relating (in whole or in part) to the Hashing Power.

11. Right of withdrawal for Consumer Users

If the User qualifies as a "consumer" pursuant to the law applicable to him / her / it (the "Consumer User"), the Consumer User will have the right to withdraw from the General Conditions, without any cost or penalty, without specifying the reason, within 14 days of signing the Agreement.

To exercise the right of withdrawal, the Consumer User must inform Swag of the exercise of this right by means of a specific declaration (for example a letter sent by post or e-mail) relating to the decision to withdraw from the General Conditions to the following addresses:

Swag OÜ

Tartu Mnt 14 IV floor, 10117 Tallinn, Estonia

E-mail: support@swagyourlife.com

To this end, the Consumer User can use the following withdrawal form template. The Consumer User can withdraw from the General Conditions using the following form, which must be completed in its entirety and sent to the e-mail address support@swagyourlife before the withdrawal period expires:

<p><u>WITHDRAWAL FORM</u></p> <p><i>I hereby communicate my withdrawal from the sales or supply agreement relating to the following product</i> _____</p> <p><i>Order number</i> _____</p> <p><i>Order's date</i> _____</p> <p><i>Name and Surname</i> _____</p> <p><i>Address</i> _____</p> <p><i>Email associated with the account from which the order was placed</i> _____</p> <p><i>Notes</i> _____</p>

12. Termination of the Company and Penalty

The Company may terminate the Agreement by sending the User an email or registered letter with return receipt in advance via email to the address indicated by the User during the procedure for adequate identification of the User, in the event of:

- (a) failure and / or incorrect payment of the Cost of Electricity, as required pursuant to art. 6.3 of the Agreement;
- (b) violation of the prohibition on assignment of the Agreement, as provided for pursuant to art. 10 of the Agreement;
- (c) failure to comply with and / or violation of the provisions relating to the guarantees and indemnities referred to in art. 14 of the Agreement;
- (d) violation of the obligations referred to in art. 16 of the Agreement;

- (e) violation of the obligation of confidentiality of Confidential Information, as provided for pursuant to art. 18 of the Agreement;
- (f) Force Majeure Event whose effects on the Company last for a period exceeding three months;
- (g) within one month from the date of signing the Agreement, failure to conclude and / or incorrect performance by the User of the customer identification procedure adopted by the Company.

The termination of the Agreement in the aforementioned cases of termination will be effective from the date of receipt by the User of the termination notice sent by the Company pursuant to this article.

In the event of termination of the Agreement pursuant to the aforementioned letter (f), the User will be entitled to a refund of the Consideration less a percentage equal to 3% of the Consideration due by the User to the Company as a penalty. The User accepts and acknowledges that the aforementioned penalty amount is fair and non-reducible, and renounces as of now any action, exception or claim aimed at obtaining its reduction.

13. Withdrawal of the Company

The Company may withdraw from the Agreement by sending a written communication, sent by registered letter with return receipt or by email, which must be received by the User at least 15 (fifteen) days before the effective date of the withdrawal communication.

In this case, the User will not be entitled to any refund of the Consideration and any considerations paid to the Company pursuant to the Agreement before the effective date of the withdrawal.

14. Guarantees and Indemnity

14.1. User guarantees

The User declares and guarantees that through the Assignment he / she / it intends to carry out the BTC Mining only on his / her / its own behalf, at his / her / its own risk and exclusively for his / her / its own benefit. The User also agrees to transmit and provide Swag with the information requested by the latter from time to time in order to correctly fulfil its anti-money laundering and counter-terrorist financing obligations.

14.2. Guarantee on the risks associated with Mining

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

14.3. Prohibition of denigration

Until the Term of the Agreement and for a period of 12 months thereafter, the User agrees not to take any action that is intended to damage Swag as well as its reputation. Such actions include but are not limited to disparaging comments, statements that question Swag's character, honesty, integrity, morality, image as it relates to any aspect of the operation of its business. The obligations of this article extend to the shareholders, directors, employees, representatives of Swag. For violation of the ban on denigration, the User will be required to pay a penalty of €10,000.00 (ten thousand/00 euros) to Swag, without prejudice to compensation for greater damages. The User expressly recognizes the fairness and congruity of the amount of the penalty, waiving from now on any action, exception or claim aimed at obtaining its reduction.

14.4. Restrictions on use

The User agrees not to use the content or information provided by Swag under this Agreement to conduct any business or activity or solicit the performance of any activity for any illegal, fraudulent, unauthorized or improper purpose. The User agrees to comply with all applicable constitutions, laws, ordinances, codes, regulations, statutes or treaties, orders, decisions, instructions, requirements, directions or requests of any court, regulatory body or other government authority in connection with the use of rental services.

14.5. Additional Guarantees

The User warrants and represents (i) that he / she / it will use the Hashing Power exclusively in compliance with all applicable laws and regulations; (ii) not to be a director, agent or employee currently subject to sanctions by OFAC, EEAS or OFSI; (iii) not to directly or indirectly use the Hashing Power, or lend, contribute or otherwise make available the Hashing Power 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 sublease or resell or rent the Hashing Power to natural or legal persons subject to OFAC, EEAS or OFSI sanctions.

14.6. Disclaimer of Warranty

Swag does not, neither through its shareholders, directors, officers, employees and representatives, make any warranty of any kind, express or implied, of merchantability, fitness of the service for a particular purpose, uninterrupted or error-free access, accuracy, reliability, capacity or safety, absence of delays and failures to the maximum extent permitted by law. Under no circumstances will Swag be liable for any unauthorized use of the Service.

14.7. Limitation of Liability

Swag is not and cannot be held responsible towards the User for:

- (a) direct, indirect, consequential, incidental, punitive or special damages (including damages for loss of BTC Mining, interruption of services, loss of information, errors or failures resulting from hardware or software malfunction, operational failure, damages, theft and / or other illicit 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 Agreement;
- (c) damages resulting from any act or omission of any person acting not directly under the control of Swag;
- (d) damages resulting from unauthorized access to the Swaggy Wallet or User Wallet;
- (e) damages resulting from a change in legislation or operating rules as well as in the value of BTC;
- (f) damages resulting from the User's failure to declare the BTC Mining for tax purposes;
- (g) failure to collect the instalment of the Electricity Cost for reasons not attributable to the Company such as: (i) lack of User funds and / or (ii) malfunction of the technological systems relating to the User's payment method, and / or (iii) inability to contact the User's financial institution in order to carry out the payment transaction;
- (h) damages resulting from failure and / or incomplete transmission of the Transfer Request.

Swag will also not be liable for any failure to perform or delay in the performance of any of the obligations under this Agreement caused by a Force Majeure Event.

14.8. Release of liability

The User undertakes to keep Swag and each shareholder, director, employee and representative indemnified and harmless from any damage, burden, cost, and / or expense that may arise from disputes, administrative proceedings or out-of-court disputes of any nature, actions or claims advanced by any interested party and / or by any other person and / or Authority following any failure to comply with and / or in violation of the obligations assumed under the Agreement or deriving from illegal use, negligence, failure to comply with applicable legislation or improper use of the Mining and BTC by the User himself / herself / itself and / or his / her / its assignees and / or third parties.

15. Notices

All written communications between the Parties, requested or permitted under the Agreement, unless individual clauses provide for specific methods of transmission, will be considered valid if sent to the following addresses:

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

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

16. User obligations

The User undertakes to fulfil all the obligations regarding the traceability of financial flows under his / her / its responsibility in accordance with the provisions of the legislation applicable to the same.

To this end, the User undertakes to communicate to Swag each digital wallet in his possession by transmitting communication to the Company aimed at indicating the public key of the aforementioned digital wallets.

The User declares and guarantees to compensate 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 and / or consequent to 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 “**Regulation**”) the User is informed that Swag acts as Data Controller of personal data for the execution of the provisions of the Agreement. The Parties acknowledge that the Agreement has been concluded, following acceptance of the Privacy Policy by the User.

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

18. Confidentiality

18.1. Scope of application of the confidentiality obligation

The User undertakes to keep the contents of this Agreement strictly confidential and to use them solely for the purposes of its execution. The User also undertakes to keep strictly confidential the information received from Swag regarding the Miner and / or Hashing Power, the related functional and / or operational characteristics as well as the commercial projects relating to them.

18.2. Definition of confidential information

Confidential information means all news, knowledge, data, models, projects, prototypes, know-how, products, technical and IT systems, deeds, documents and any other information, of any kind and nature and without any limitation regarding the type of material support, which the Company will disclose to the User (hereinafter “**Confidential Information**”).

18.3. Confidentiality obligations of the User in relation to Confidential Information

In relation to Confidential Information, the User undertakes:

- (a) to adopt all necessary and appropriate measures, in order to maintain and not jeopardize the confidentiality of the Confidential Information of which he / she / it becomes aware;
- (b) not to reveal / transmit / divulge / communicate in any way to third parties - including any connected / participated / controlled / controlling legal entities - the Confidential Information;
- (c) not to publish in any way nor for any reason the Confidential Information;
- (d) not to copy and / or reproduce the Confidential Information without prior written consent from the Legal Representative of the Company;
- (e) to use the Confidential Information solely to evaluate his / her / its interest in the stipulation of this Agreement, to the exclusion of any other and different use;
- (f) to notify Swag without delay in writing and by certified email of any unauthorized use or disclosure of the Confidential Information of which it becomes aware and to use every means to put an end to the illicit conduct as soon as possible;
- (g) to communicate in advance by certified email any circumstances under which he / she / it identifies risks for the protection of the confidentiality of Confidential Information;
- (h) not to carry out, by virtue of and as a result of the Confidential Information received, acts or behaviours capable of generating the diversion or hoarding of customers, to the detriment of Swag;
- (i) not to directly or indirectly use the Confidential Information received from Swag in competition with the same.

18.4. Exclusions

In relation to this confidentiality obligation, it is understood that Confidential Information does not include information:

- (a) which at the time is communicated to the User, is already in the public domain, or becomes so for reasons that have nothing to do with a failure by the User to fulfil the obligations specified in this Agreement;
- (b) which the User demonstrates to be in possession of already before the date of signing this Agreement;
- (c) which will be previously excluded by Swag from the application of the secrecy constraints referred to in this Agreement, by written communication signed by its legal representative;

- (d) which must be disclosed upon order of the Judicial Authority; in this case it will still be the User's responsibility to inform the Company in advance of the request received, so as to allow Swag to evaluate the opportunity of an opposition action.

18.5. Responsibility and burden of proof in case of violation of the obligation of confidentiality

The User will be responsible in case of violation of the confidentiality obligations referred to in this article, as well as he / she / it undertakes to indemnify and hold harmless the Company for any direct and / or indirect damage as well as expense that Swag may incur as a result of the violation of the confidentiality obligations referred to in this article.

In the event of a dispute deriving from the alleged violation of the confidentiality obligations referred to in this article, the User acknowledges and accepts that the Company is as of now exempted from the burden of providing proof regarding the intentional or negligent act of the User and the attributability to the latter of the damage suffered; in this case it will therefore be the User who will have to exclude, where the conditions are recognised, his / her / its own liability, demonstrating, among other things, that the damage is referable to an event not attributable to him / her / it.

18.6. Prohibition on reproduction of Confidential Information and obligation of return/destruction

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

The User may not for any reason copy / reproduce the Confidential Information without prior written consent from the Legal Representative of the Company and, if such consent is given, the copies / reproductions must contain the information relating to the relative confidentiality and ownership.

Any copy / reproduction of Confidential Information that Swag has allowed the User to make in the manner described will in any case be considered the exclusive property of the Company and must be returned or destroyed, at Swag's choice, 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 Confidential Information must take place no later than 5 days from the aforementioned request or from the end of permitted use.

19. Applicable law and jurisdiction

These General Conditions are governed by and must be interpreted in accordance with Estonian law, excluding 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 relation to these General Conditions (both contractual and non-contractual) is subject to Estonian jurisdiction. This does not prejudice the application to Consumer Users who do not habitually reside 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 in relation to the deadline for exercising the right of withdrawal. In case of exercise of such rights, the methods and formalities for communicating the exercise of these rights will be provided for pursuant to the law of residence of the Consumer User.

Unless otherwise provided by the law applicable to the Consumer User, for any dispute relating to the application, execution and interpretation of these General Conditions, the competent court is the place in which the Consumer User resides or has elected domicile (if in Estonia). Otherwise, the Court of Harju will be competent.

The Consumer User who resides 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 Conditions, to the European small claims procedure, provided by 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, commissions and expenses, Euro 2,000.00.

Swag informs Consumer Users that a European platform for the online resolution of consumer disputes has been established (so-called “**ODR Platform**”). The ODR Platform is accessible 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 bodies (for example, alternative dispute resolution bodies such as mediation, arbitration and other forms of dispute resolution bodies) and start an online dispute resolution procedure for the controversy in which he / she / it is involved.

This is without prejudice to the right of the Consumer User to appeal to the competent ordinary judge, as well as the possibility, where applicable, to promote an out-of-court resolution of disputes relating to consumer relationships through recourse to the applicable procedures provided for in his / her / its jurisdiction (if applicable).

20. Final provisions

20.1. Repeal of previous agreements between the Parties

The Agreement repeals and replaces any previous agreement, written or verbal, between the Parties on the matter which constitutes its object.

20.2. Change in contractual conditions

Any variations to these General Conditions must be the subject, under penalty of nullity, of a specific written agreement between the Parties.

If some clauses of the Agreement or parts of them are found to be null and / or invalid, this fact will not affect the validity of the other clauses and / or residual parts, which will therefore remain fully valid and effective.

20.3. Tolerance of Swag

Any tolerance of the Company in relation to the User's behaviour in violation of the provisions of the Agreement does not constitute a waiver of the rights deriving from the violated provisions nor of the right to demand the exact fulfilment of all obligations and the observance of all the terms and conditions provided under the Agreement.

20.4. Prevalence of the English language

The English language version of the Agreement 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.