



Swag
Enrich
your life

SuperPab general rental conditions

Version December 2023

1. General provisions

1.1. Contract documents

These general rental conditions together with the documents listed below form an integral and substantial part of the conditions and constitute the rental agreement (the “**General Conditions**” or the “**Contract**”), in particular:

- (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**”).

In case of conflict between the General Conditions and the Order Form, the provisions contained in the Order Form will prevail.

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

2. Terms of signing the Contract

2.1. Effectiveness of the Order Form

The Order Form contains a summary of the main information relating to each Miner (or portion thereof) and the related Hashing Power (as defined below) rented, the rental fee and the duration of the Contract. The User declares to have fully read, before sending and signing the Order Form, the General Conditions, and the Privacy Information and to fully accept the relative contents. A copy of the Order Form will be stored in the User’s reserved area on the domain website 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. Following the signing of the Contract, Swag will send to the e-mail address, indicated by the User in the Order Form, the Order Summary aimed at summarizing the main information relating to the Rental.

2.2. Exchange of consent between the parties

For completing the Contract, 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 waive the right to dispute and/or raise objections regarding the authenticity and legal and probative validity of the means of transmission used to exchange the Contract.

3. Definitions

In addition to the terms and expressions defined in the General Conditions and/or in the Order Form, the terms and expressions listed below have the meaning indicated below; the terms defined in the singular are also defined in the plural and vice versa, the terms defined in the masculine also include the feminine and vice versa:

Bitcoin	indicates the virtual currency called bitcoin native to the Bitcoin <i>blockchain</i> , for more information on the same and on the functions of the technology, see the website http://bitcoin.org
Fee	has the meaning set out in article 12 of the General Conditions.
EEAS	European External Action Service, the European External Action Service which manages the EU's diplomatic relations with countries outside the EU and conducts the European Union's foreign and security policy.
BTC Mined	the activity carried out by a Miner and/or a <i>mining pool</i> aimed at mining BTC or portions of it as a reward deriving from the discovery of the <i>hash</i> which becomes <i>the header</i> of a new block of the Bitcoin <i>blockchain</i> 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, strike, lockout or other industrial action by any third party, civil disturbance, 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 telecommunication or electricity networks or suppliers of telecommunication and electricity services, material change of law applicable or change in industry self-regulation relating to BTC, Mining or associated services.

Hashing Power	the effective daily average nominal computing power generated and used by one or more Miner (s) to perform mathematical calculations aimed at carrying out the BTC Mining.
Miners	the <i>hardware</i> , <i>software</i> and IT equipment that generates the Hashing Power used by the Company and/or in the Mining Pools of which it is a part, the technical characteristics of which are included in the Order Summary.
Mining	stands for the BTC Mining process.
Mining Pools	means the website(s) used by the Company to carry out BTC Mining through the Miners together with third parties.
Rental Service	or has the meaning indicated below in Article 4 of the Contract.
OFAC	Office of Foreign Asset Control of the U.S. Department of the Treasury means the body that administers and enforces economic and trade sanctions based on U.S. foreign policy and national security objectives against foreign countries and regimes, terrorists, international drug traffickers, individuals involved in 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	Office of Financial Sanctions Implementation indicates the office that deals, among other things , with the imposition of financial sanctions in the UK.
Parties	means, collectively, you and Swag .
Full Service Maintenance	has the meaning set out in article 10 of the General Conditions.

Swag or the Company SWAG OÜ, a company incorporated under Estonian law, with registered office in Tartu Mnt 14 4° floor, 10117 Tallinn, Estonia, registration number no. 14762080 and VAT number EE102318205

Technology Hardware and its characteristics and methods of operation, trade secrets, know-how, inventions (whether patentable or not), techniques , processes, programs, ideas, algorithms, patterns, test procedures, software design and architecture, software code computer, 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, exploited and used to facilitate the Company’s Mining activity and include without limitation the Company’s *software* and *hardware* and other infrastructure, *software tools* , user interface designs and any derivatives, enhancements, extensions developed or used by Swag including through third parties.

User Indicates the user who signs the Contract, whose identification data are better indicated in the Order Form.

Wallet The User's wallet service, offered by a third party and linked to the Swag Site by the User via indication of the public key only in the private area of the Site, aimed at enabling the User to deposit and/or transfer BTC

4. Object of the contract

Under the terms and conditions set out below, this Contract relates to the User’s rental of the Miner (or portions of it) and the related Hashing Power production (as indicated in the Order Form) of the Company, as well as of the Miner management and maintenance services offered by Swag as part of the Mining activity (the “**Rental**” or the “**Service**”).

Under this Agreement and for your use of the Service, the Company:

- (a) does not transfer to the User any ownership rights regarding the Miner and/or the Hashing Power, nor rights, titles and interests in relation to the Technology;
- (b) does not grant the User any license, express or implied, or any copyright, patent or any other intellectual property right relating to the Technology, the Miner and the Hashing Power;
- (c) allows the User to rent the Miner (or parts of it) and undertakes to provide the Miner maintenance services as indicated from time to time on the Company's website <https://www.swag-shopping.com> (the "Website") and in this Agreement.

5. Rental Duration

The Rental will be effective from the date of receipt of the first monthly BTC Mining bill relating to the Service (the "Effective Date").

The Rental will end as indicated by the User in the Order Form (the "Term"). At the signature date of the Contract, the User will have the right to choose the Term as indicated below:

- (a) 5 years rental;
- (b) 10 years rental.

6. Effective date and method of payment of the Fee

From the Effective Date, the User will be required to pay the rental fee indicated on the Website according to the methods set out in this Agreement (the "Fee").

The Fee includes all costs incurred by the Company in order to offer the Service relating, for example, to *hosting* and repairs of the Miner, management and maintenance of the technology for the generation of the Hashing Power, etc. Unless the User does not exercise the right of withdrawal within 14 days from the Effective Date, the Fee is not refundable, except on the date of the Term.

On the date of the Term, the Company (i) shall refund to the User the total Fee paid in Euros to the IBAN address indicated by the User pursuant to this Agreement, and (ii) automatically the amount of BTC generated within the Mining activity related to the Miner will be transferred to the User's Wallet (the "Refund").

It is understood that any costs and charges applicable to the aforesaid transaction shall be borne by the User.

The User acknowledges and accepts that the Refund will be paid by the Company at the nominal value on the date on which the obligation has risen.

7. Using BTC Mining

The User acknowledges and accepts that the BTC generated within the Service as a result of the Mining activity (i.e. the relative value in EUR on the date of generation of these BTC) will automatically be calculated by the Company in the Fee as a *surplus* in order to increase – for an equal value – the User's Fee (the "**Additional Fee**").

In this regard, the User also acknowledges and accepts that following the automatic use by the Company of the Addition Fee, the quantity of Miners subject to the Rental may vary.

At any time, through their private *account* on the Website, the User can view:

- (a) the amount of the Additional Fee used by the Company pursuant to this article;
- (b) the forecast of BTC generated within the Service as a result of the use of the Addition Fee;
- (c) the potential Refund due by the Company to the User on the Term date.

On the Term date, the Company will transfer the Refund to the User in the respective Wallet. The User is responsible for the maintenance and protection of the Wallet .

If the User forgets or loses the credentials to access the Wallet or third parties access to it, with or without the User's authorization, the User could permanently lose the sums deposited therein. The User acknowledges and accepts that the Company has no responsibility in relation to potential malfunctions of the Wallet or for unauthorized access to it.

8. Automatic monthly fee payment

The User acknowledges and agrees that the Fee due to the Company under the Agreement will automatically be withdrawn by the Company in euro in the User's private area at the deadlines specified in the Order Form.

9. Characteristics of the Miner

9.1. Miner manufacturing and commissioning requirements

The Company guarantees that the Miners being rented comply with the manufacturing and commissioning requirements provided under the applicable regulation.

If the Company, at its sole discretion, places and/or uses the Miners subject to Rental in Mining Pools with registered offices in non-EU countries, it guarantees to the User the compliance of the aforementioned Mining Pools with the applicable regulation.

9.2. Right of Swag to change the Miner

At its sole discretion, the Company may make changes to the Miner relating to its characteristics, provided that these changes do not affect the functionality of the Miner and do not alter the amount of Hashing Power generated.

9.3. Representation and warranties of the User in relation to the Miner and the Mining

The User declares to possess the necessary knowledge and to be adequately informed in relation to the Miner, the Hashing Power object of the Rental and, in general, to Mining, as well as to believe that the characteristics possessed by the Miner and/or the Hashing Power object of Rental are in accordance with your needs and suitable for the use for which they are granted in Rental.

The User acknowledges and declares:

- (a) to accept that the amount of BTC Mined within the Service is variable and depends on external conditions and factors that cannot be controlled directly by the Company;
- (b) to waive any claim and/or complaint against the Company in the event of attribution of a lower or higher amount of BTC than estimated at the Effective Date of the Contract;
- (c) to accept that in the event of halving of the blockchain to which one or more of the virtual currencies owned by the user and used within the scope of the Service refers, at the Company's sole discretion, Swag may halve the amount of BTC Extraction;
- (d) to own and/or possess any powers and/or authorisations to use and/or manage the Wallet and IBAN provided to the Company pursuant to this Agreement.

10. Delivery of the Miner

10.1. Terms of delivery of the Miner

Where applicable, the Company warrants to the User that the delivery of the Miner on User's behalf to the Mining Pool determined by Swag pursuant to this Agreement will occur within 6 months after User's closing of the booking lot (the "Delivery").

In the event of a delay in Delivery, the Company guarantees to the User, by its own agreements with its third-party contractors, that the Effective Date will be the one indicated in the Order Form regardless of the actual Delivery.

11. Special provisions with respect to Hashing Power

11.1. Terms of Service

The Company will carry out all the connection and management activities and operations of the *hardware* and/or Technology necessary to power the Miner and generate the amount of Hashing Power indicated in the Order Form.

The Company allows the Rental to the User who has requested it pursuant to the Contract and under the following conditions:

- (a) the User is in possession of the necessary authorizations and/or permits required by the applicable law to him in relation to the Rental;
- (b) the Rental by the User is not contrary to the laws, regulations and/or provisions of the competent authorities of his jurisdiction;
- (c) the User must refrain from allowing third parties to take advantage of the Hashing Power and/or related BTC Mined without the prior written consent of the Company;
- (d) the Company will not transfer to the User the amount of Hashing Power subject to the Rental and, as a result, the User will be the owner of the BTC Mined related to the Hashing Power;
- (e) the Company may at its sole discretion modify, at any time, the *hardware* and/or technology used to generate the Hashing Power.

12. Obligations of the Parties

12.1. Miner installation and Hashing Power management

As part of the Service, the User delegates the installation of the Miner (or portions thereof) as well as the management of the *hardware* and *software* necessary to produce the Hashing Power to the Company.

The Company guarantees that it will independently and at its own expense, using qualified personnel, install the Miner for the production of the Hashing Power in order to allow the Rental under the terms and conditions indicated in the Order Form.

12.2. Electric power

Except in case of Force Majeure Events, to offer the Service, the Company guarantees to the User that it will keep active, at its own expense, for the entire duration of the Rental and until the Term, the supply of the necessary electricity to power the Miner and generate the Hashing Power indicated in the Order Form.

12.3. Duty of custody of the Miner

To allow the Rental and until the Term, the Company undertakes:

- (a) not to use the Miner to pursue illegal purposes or to commit illegal activities;
- (b) to use the Miner according to its specific intended use and in compliance with the prescriptions and technical/operating instructions contained in the manuals;
- (c) to place the Miner in suitable locations free from specific risks regarding safety and accident prevention;
- (d) unless the Company at its sole discretion deems it necessary to fulfill its obligations under the Contract, not to alter the original state of the Miner;
- (e) to regularly carry out the cleaning operations of all parts of the Miner using specialized technical personnel of the Mining Pool .

13. Full-service maintenance

13.1. Full-Service maintenance

Unless otherwise agreed between the Parties, the Rental includes the offer by the Company of the “**Full-Service Maintenance**” as indicated in this article.

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

The Full-Service Maintenance includes all ordinary and extraordinary maintenance 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 event that, due to 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.

13.3. Availability of the Full-Service Maintenance through other group companies

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.

13.4. Delivery times of the Full-Service Maintenance

The Company undertakes to carry out the interventions relating to the Full-Service Maintenance within a maximum term of 30 (thirty) working days starting from the arrival of the Miner and/or individual damaged components at the Mining Pool.

In any case, the Company undertakes to guarantee the Full-Service Maintenance even outside the cases envisaged within the maintenance considered ordinary, such as, by way of example but not limited to, in the event of a failure relating to components other than those constituting the equipment of the Miner, or in the event of destruction of the Miner (meaning by this the serious damage extended to the main components of the Miner, which cannot be repaired by preserving the identity of the latter), reserving, for such possible circumstances, an intervention time and problem solving appropriate to the characteristics of the problem.

14. Theft, loss, and destruction of the Miner

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

If the Negative Event is due to an illegal 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.

In any case, in the event of a Negative Event, the Fee will be returned by the Company to the User to the IBAN address indicated by the latter pursuant to this Agreement.

15. Suspension of the Rental by the Company

In addition to any other provision indicated in the Contract, the Company reserves the right in any case to suspend the Rental, at its sole discretion, without prior notice to the User and with immediate effect:

- (a) if the User has provided false information at the time of signing the Contract or subsequently in the context of his business relationship with the Company;
- (b) if the User refuses to provide information relating to his identity, if necessary, on requests from the judicial authority, the public order authorities and any other authority entitled to do so under the applicable laws;
- (c) if the User fall to comply with the provisions of the Contract or of the applicable laws and regulations;
- (d) if the User does not proceed/can proceed with the payment of the Fee according to the methods and conditions indicated in the Order Form;
- (e) upon occurrence of a Force Majeure Event;
- (f) if the suspension of the Rentals is necessary to comply with the law, regulations or provisions of the competent authorities;
- (g) if the Company believes that the User uses the Rental, BTC Mined or BTC due under this Contract for purposes contrary to the law, regulation, or order of the competent authorities.

In the event of suspension, the Company may decide – at its own discretion and unquestionable judgment – whether to reactivate or permanently terminate the Rental.

In the event of suspension by the Company:

- (a) the Withdrawal Prohibition (as defined below in Article 19 of the Contract) will be extended and postponed by an amount equal to the period of suspension;
- (b) the Term will be extended and postponed by an amount equal to the period of suspension.

16. Suspension of the Rental by the User

From the end of the Withdrawal Prohibition (as defined below in Article 19 of the Contract) and until the Term, the User may ask the Company to suspend the Service for 1 (one) month, up to a maximum of 3 times.

Following each request to suspend the Service pursuant to this article and for the duration of each suspension, the User will not have to pay the Fee and the Mining activity attributable to the User will be temporarily suspended.

It is also understood between the Parties that, following each request for suspension of the Contract pursuant to this article, the Term of the Contract will be extended accordingly in equal measure.

17. No assignment of the Contract and sub-rental

17.1. Assignment of the Contract

The User may not transfer the Contract to any third party, except with the prior written authorization of the Company, also through corporate operations such as, but not limited to, assignment, lease, usufruct, transfer of company and/or business branch, demerger, fusion.

17.2. Prohibition of sub-rental

The User must refrain from executing the sub-rental to any third party and will continue until the Term to assume full and exclusive responsibility towards the Company for the accurate fulfillment of the obligations under this Agreement.

18. Termination of the Company

The Company may terminate the Contract by sending the User an email or a registered letter with return of receipt to the address indicated in the Order Form, in the event of:

- (a) failure and/or incorrect payment of the Fee, as required under article 12 of the Contract;
- (b) violation of the prohibition of assignment of the Contract, as provided under article 15 of the Contract;
- (c) non-compliance and/or violation of the provisions relating to the guarantees and indemnities indicated in article 18 of the Contract;
- (d) failure by the User to fulfill the obligation of article 20 of the Contract;
- (e) violation of the obligation of confidentiality regarding the Confidential Information, as required by article 22 of the Contract;
- (f) Force Majeure Event whose effects on the Company persist for a period exceeding six months;

- (g) declaration by the competent authorities of the User's insolvency;
- (h) excessive burden of the cost of the electricity necessary to power the Miners and/or generate the Hashing Power;
- (i) within one month from the date of signing the Contract, failure to conclude and/or incorrectly carry out the customer due diligence procedure implemented by the Company.

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

In the event of termination of the Contract pursuant to the aforementioned letter (i), the User will be entitled to a refund of the Fee reduced by a percentage equal to 3% of the Fee payable by the User to the Company as a penalty. The User expressly accepts that the amount of the penalty referred to in this article is fair and non-reducible, henceforth renouncing any action, objection or claim aimed at obtaining the reduction.

19. **Withdrawal and penalties**

Except as otherwise provided by law, from the Effective Date and until the date of payment by the User of the twelfth month's Fee, the User may not withdraw from this Contract (the "**Withdrawal Prohibition**").

At the end of the Withdrawal Prohibition period, the User may withdraw from the Contract by sending a written communication, transmitted via email to the Company's address, which must be received by the Company at least 15 (fifteen) days before the effective date of the notice of withdrawal. In case of exercise of the aforementioned right of withdrawal, the User must pay to the Company the sums indicated *under Annex 1* as a penalty (the "**Penalties**").

The User expressly acknowledges the fairness and congruity of the amount of the Penalties, waiving as of now any action, objection or claim aimed at obtaining their reduction.

If applicable, the User accepts that the Penalties will be withdrawn by the Company from the sums owned by the User and registered in the Wallet and/or withheld from the Refund transferred by the Company to the User in case of withdrawal.

In case of exercising the right of withdrawal pursuant to this article, the Company will transfer to the Wallet of the User the Refund following the application of the Penalties.

20. Withdrawal of the Company

The Company may withdraw from the Contract by sending written communication, transmitted by registered letter with return receipt or by email to the User's address indicated in the Order Form, which must be received by the User at least 15 (fifteen) days before the effective date of the notice of withdrawal.

In case of exercise of the right of withdrawal by the Company:

- (a) the User will not be entitled to a refund of the Fee paid before the effective date of the withdrawal;
- (b) the Refund due to the User will be equal to the amount due on the effective date of the withdrawal pursuant to this article.

21. Warranties and Indemnity

21.1. User Warranties

The User represents and warrants that through the Rental he intends to carry out the BTC Mining only for his own account, at his own risk and exclusively for his own benefit. The User also agrees to transmit and provide the Company with the information requested from time to time to correctly fulfill its anti-money laundering and prevention of terrorist financing obligations.

21.2. Guarantee on the risks associated with Mining

By requesting the Rental, the User acknowledges, represents and guarantees that he has sufficient technical information and understands the risks associated with Mining.

21.3. Prohibition of Denigration

Until the Term of the Contract and for a period of 12 (twelve) months thereafter, the User agrees not to take any action that has the purpose of damaging the Company as well as its reputation. Such actions include but are not limited to disparaging comments, statements that question Swag's reputation, honesty, integrity, morality, image in connection with any aspect of the operation of its business. The obligations of this article extend to the shareholders, directors, employees, representatives of the Company. Failing to comply with this article, the User will be required to pay to Swag a penalty of Euro 10,000.00 (ten thousand/00), save for compensation for greater damages. The

User expressly acknowledges the fairness and congruity of the amount of the penalty, waiving as of now any action, objection or claim aimed at obtaining its reduction.

21.4. Usage Restrictions

The User agrees not to use the Rental, or the content or information provided through the Rental from Swag to conduct any business or solicit the performance of any business 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, directives or requests of any court, regulatory body, or other governmental authority in connection with his use of the Services.

21.5. Additional Warranties

The User warrants and represents (i) that he is neither a director, agent, employee currently subject to sanctions by OFAC, EEAS or OFSI; (ii) he will not 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 businesses of any person currently subject to US, UK or EU sanctions; (iii) not to sub-lease or resell or lease the Hashing Power to natural or legal persons subject to OFAC, EEAS or OFSI sanctions.

21.6. Warranty Disclaimer

Except as otherwise required by law, Swag does not make, even through its shareholders, directors, officers, employees and representatives, any warranties, expressed or implied, of merchantability, fitness of service except for the purpose contemplated in this Contract for a particular purpose, uninterrupted or error-free access, accuracy, reliability, capability or security, freedom from delays and failures to the fullest extent permitted by law. In no event Swag shall be liable for any unauthorized use of the Service.

21.7. Limitation of Liability

The Company 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 Mined, interruption of Service, loss of information, errors or failures resulting from malfunction of *hardware* or *software*, operational failure, damage, theft and / or other unlawful acts) attributable to the negligent conduct of Mining Pools or third parties;

- (b) damages resulting from failure to comply with the terms and conditions of the Contract;
- (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 Wallet;
- (e) damages resulting from the improper use of the Rental;
- (f) damages resulting from a regulatory or operating rules change as well as the value of the BTC;
- (g) damages resulting from User's failure to report his BTC Mined for tax purposes;
- (h) damages and/or losses suffered by the User due to the cost of energy, *halving* of the Bitcoin *blockchain* and so-called *fork* of the Bitcoin *blockchain*;
- (i) damages and/or losses suffered by the User upon the occurrence of Force Majeure Events;
- (j) damages deriving from and/or connected to the operation of the User's Wallet, the safeguarding of the Wallet's private key as well as the User's BTCs and/or virtual currencies and/or crypto-assets registered in the Wallet.

21.8. Indemnity

The User undertakes to keep the Company and each shareholder, director, employee and representative harmless from any damage, charge, cost, and/or expense that may arise from disputes, administrative proceedings or out-of-court disputes of any nature, actions or claims made by any interested party and/or by any other person and/or Authority following any non-compliance and/or violation of the obligations assumed under the Contract or deriving from illegal use, negligence, failure to comply with applicable legislation or improper use of Mining and BTC by the User and/or his successors in title and/or third parties.

22. Communications

All written communications between the Parties, requested or permitted pursuant to the Contract, unless individual clauses provide for specific transmission methods, will be considered validly made if sent to the following addresses:

for Swag: email support@swagyourlife.com;

for the User: reference to the information provided during registration by the User on the domains owned by Swag .

23. Processing of personal data

Pursuant to the European Regulation n. 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 Contract. The Parties acknowledge that the Contract has been completed, subject to 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.

24. Confidentiality

24.1. Scope of the confidentiality obligation

The User undertakes to keep the contents of this Contract strictly confidential and to use them solely for the purposes of its execution. The User also undertakes to keep the information received from Swag relating to the Rental strictly confidential.

24.2. 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**”).

24.3. User’s confidentiality obligations in relation to Confidential Information

In relation to the Confidential Information, the User undertakes:

- (a) to adopt all necessary and appropriate measures, in order to maintain and not compromise the confidentiality of the Confidential Information of which it will become aware;
- (b) not to reveal/transmit/disseminate/communicate in any way to third parties - including any associated/subsidiary/subsidiary/parent legal persons - the Confidential Information;
- (c) not to publish the Confidential Information in any way and for any reason;

- (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 to evaluate one's interest in the stipulation of this Contract, with the exclusion of any other and different use;
- (f) to notify Swag without delay in writing and by certified e-mail of any unauthorized use or disclosure of the Confidential Information of which it will become aware and to use any means to stop the illicit conduct in the shortest term;
- (g) to communicate in advance by certified e-mail, any circumstance on the basis of which risks are identified for the protection of the confidentiality of the Confidential Information;
- (h) not to carry out, by virtue and as a result of the Confidential Information received, acts or behaviors capable of generating to the detriment of Swag misdirection or hoarding of customers;
- (i) not to directly or indirectly use the Confidential Information received from Swag in competition with the Company.

24.4. Exclusions

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

- (a) that at the time they are communicated to the User, they 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 Contract;
- (b) which the User demonstrates to be in possession of before the date of signing this Agreement;
- (c) which will be previously excluded by Swag from the application of the secrecy obligations referred to in this Agreement, by means of a written communication signed by its Legal Representative;
- (d) which must be disclosed by 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, to allow Swag to evaluate the opportunity for an opposition action.

24.5. Liability in the event of a breach of the confidentiality obligation

The User will be liable in the event of a breach of the confidentiality obligations referred to in this article; as well as undertakes to indemnify and hold the Company harmless for any direct and/or indirect damage as well as expenses in which Swag should incur because of the violation of the confidentiality obligations referred to in this article.

24.6. Prohibition of reproduction of Confidential Information and burden of return/destruction

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

The User may not for any reason 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 contain the information relating to the relative confidentiality and ownership.

Any copy/reproduction of Confidential Information that Swag has allowed the User to carry out in the manner described, will in any case be understood as the exclusive property of the Company and must be returned or destroyed by the same, at Swag's choice upon the occurrence of the first of the following events:

- (a) end of permitted use;
- (b) upon a simple written request.

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

25. Applicable law and jurisdiction

The Contract is exclusively governed by Estonian law. Although not expressly provided for by the same, the application of the rules of the Estonian Civil Code is referred to.

For any dispute that may arise between the Parties regarding the interpretation, validity, and execution of the Contract and that it is not possible to settle directly between the Parties themselves in an amicable way, the competent court to decide exclusively will be the Harju County Court.

26. Final provisions

26.1. Repeal of previous agreements between the Parties

The Contract repeals and replaces any previous written or oral agreement between the Parties on the subject matter.

26.2. Changes to the Agreement

Swag reserves the right to unilaterally modify this Agreement at any time, also to adapt it to legislative changes or any amendments to the Service.

The above changes, which can be consulted via the Website, will also be notified to the User by email where they result in material changes of the Service.

26.3. Swag tolerance

Any tolerance by the Company in relation to User behavior regarding the violation of the provisions of the Contract does not constitute a waiver of the rights deriving from the violated provisions nor the right to demand the exact fulfillment of all the obligations and the observance of all the terms and conditions provided under the Agreement.

26.4. Prevalence of the English version

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

Annex 1 - Penalties

If the Term is 5 years

Contract annuity paid	% of BTC Mined due to the Company	% of Fee due to the Company
1	100.00	100.00
2	100.00	20.00
3	100.00	20.00
4	50.00	20.00
5	30.00	5.00

If the Term is 10 years

Contract annuity paid	% of BTC Mined due to the Company	% of Fee due to the Company
1	100.00	100.00
2	100.00	20.00
3	100.00	20.00
4	50.00	20.00
5	30.00	5.00
6	5.00	2.00



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7	5.00	2.00
8	5.00	2.00
9	5.00	2.00
10	5.00	2.00

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.