



**Swag**  
Enrich  
your life

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# General conditions

# Mining Variable

# Extraction with

# warranty

**Last update December 2023**

## **1. General rental conditions**

### **1.1. Introduction**

These general rental conditions (the "General Conditions") together with the following documents which form an integral and substantial part of the same constitute the rental agreement (the "Agreement"), 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 the event of a 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. Method of signing the Agreement**

### **2.1. Effectiveness of the Order Form**

The Order Form contains a summary of the main information relating to each Miner (or portion thereof) rented, the rental fee and the duration of the Agreement. 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 related contents. A copy of the same will be stored in the User's reserved area on the domain website [www.swagyourlife.com](http://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 to the e-mail address indicated by the User, aimed at summarizing the main information contained in the Order Form.

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

For the purpose of completing the Agreement, the Parties (as defined below) agree that the transmission of the Order Form and of 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 for the exchange of the Order Form as well as of the General Conditions.

## 3. Definitions

In addition to the terms and expressions that may be 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 also defined in the plural and vice versa:

BTC	means the virtual currency called Bitcoin, for more information on the same and on the functions of the technology, please read <a href="http://bitcoin.org">http://bitcoin.org</a>
Fee	has the meaning set out in article 12 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 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, strike, lockout or other union 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 actual average daily nominal computing power generated and used by the Miner in order to perform mathematical calculations aimed at validating the 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 and whose technical characteristics are included in the Order Summary
Mining	means 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	means the site where the Hashing Power or third-party extraction activity takes place as specified in the Order Summary
Rental	has the meaning indicated below in Article 4 of the Agreement
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, actors involved 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	Office of Financial Sanctions Implementation means the office that deals, inter alia, with the imposition of financial sanctions in the UK
Parties	means, collectively, the User and Swag
Full-Service Maintenance Service	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 IV floor, 10117 Tallinn, Estonia, registration number no. 14762080 and VAT number EE102318205
Technology	computer hardware and its characteristics and methods of operation, trade secrets, know-how, inventions (whether or not patentable), 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, equipment 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, enhancements, extensions developed or used by Swag also through third parties

User	means the user who signs the Agreement, as better identified in the Order Form
Wallet	the BTC digital wallet offered by third-parties to the User aimed at allowing the User to register BTC and safeguard the private key necessary to use the digital wallet connected to the site of the Company

#### **4. Object of the Agreement**

This Agreement relates to the rental by the User of the Miner (or portions thereof) under the terms and conditions indicated in the Order Summary (the "Rental" or the "Service").

Under this Agreement, the Company:

- (a) does not transfer to the User any ownership rights in relation to the Miner and / or the Hashing Power generated by the latter, nor rights, titles and interests in the Technology;
- (b) does not grant the User any licence, express or implied, nor any copyright, patent or any other intellectual property right relating to the Technology.

#### **5. Duration of Rental**

The Rental will be effective from the date of receipt of the first monthly Hashing Power accounting generated by the Miner.

The Rental will end as indicated in the Order Form (the "Termination").

#### **6. Characteristics of the Miner**

##### **6.1. Miner manufacturing and commissioning requirements**

The Company guarantees that the Miners of the Company being rented comply with the manufacturing and commissioning requirements prescribed by the applicable legislation.

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 legislation.

## **6.2. User representations in relation to Miner and Mining**

The User declares to possess the necessary knowledge and to be adequately informed in relation to the Miner, the Hashing Power and the Mining object of the Rental pursuant to this Agreement, as well as to believe that the characteristics possessed by the Miner object of the Rental comply with his / her own needs and are suitable for the use for which they are rented.

The User also declares:

- (a) to accept that the BTC Mining amount under the Service is variable and dependent on external conditions and factors beyond the Company's direct control;
- (b) to waive any demand and / or claim against the Company in case of allocation of a lower or higher amount of BTC than estimated at the date of signing the Agreement;
- (c) to accept that in the event of blockchain halving to which one or more of the virtual currencies owned by the User relate and used within the scope of the Service, at the sole discretion of the Company, Swag may halve the amount of BTC Mining.

## **6.3. SWAG OÜ Faculty of Miner Modification**

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

# **7. Delivery of the Miner**

## **7.1. Terms of delivery of the Miner**

The Company warrants to the User that the delivery of the Miner on behalf of the User to the Mining Pool determined by Swag pursuant to this Agreement will take place within 6 months after the closure of the reservation lot by the User (the "Delivery").

In the event of a delay in Delivery, the Company guarantees to the User, by its own agreements with the various Mining Farms it uses, that here it is only intended to recall, the Rental within the terms indicated in the Order Form regardless of the actual Delivery.

## **8. Obligations of the Parties**

### **8.1. Installing the Miner**

In order to allow the Rental, the User delegates the installation of the Miner or portions of them 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 Rental under the terms and conditions indicated in the Order Form.

### **8.2. Electric energy**

In order to allow the Rental by the User, the Company will have to activate the supply of electricity to power the Miner and keep it active at its own expense, for the entire duration of the Rental and until Termination.

### **8.3. Duty of custody of the Miner**

In order to allow the Rental and until Termination, 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) not to alter the original state of the Miner;
- (e) to regularly carry out the cleaning operations of all parts of the Miner through the use of specialized technical personnel of the Mining Pool.

## **9. Full-Service Maintenance**



### **9.1. “Full-Service” maintenance service**

The Rental includes, unless otherwise agreed between the Parties, the offer by the Company of the “Full-Service Maintenance Service” referred to in this article.

### **9.2. Contents, conditions and usability limits of the Full-Service Maintenance Service**

The Full-Service Maintenance service 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.

### **9.3. Availability of the Full-Service Maintenance Service 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.

### **9.4. Delivery times of the Full-Service Maintenance Service**

The Company undertakes to carry out the interventions relating to the Full-Service Maintenance Service 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, Swag undertakes to guarantee the Full-Service Maintenance Service even outside the cases foreseen 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 original 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 and problem solving time appropriate to the characteristics of the problem.

### **9.5. Fee for Full Service Maintenance Service**

In connection with the offering of the Full Service Maintenance Service, the Company will automatically collect an amount equal to 30% of the BTC Mining related to each Miner Hired as consideration for the service offered.

### **10. 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 e-mail to the User aimed at informing the User 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, should a Negative Event occur, the Fee will be returned in Euros by the Company.

### **11. Obligation of punctual and full payment of sums due under the Contract**

The Parties, each to the extent of its competence, acknowledge and accept that the payment of the Fee and/or any other credit due to the other Party under the Contract shall be made in advance on the due dates specified in the Order Form.

### **12. Crediting of BTC Extraction to Wallet**

Following the signing of the Contract, the User will be able to indicate to the Company the address of his/her Wallet through the personal area on the website <https://www.swag-shopping.com>.

The User acknowledges and accepts that the BTC due by the Company following the BTC Extraction will be credited by the Company to the User on the Wallet.

The User is responsible for the maintenance and protection of the Wallet. Should the User forget or lose the credentials to access the Wallet or should third parties access the Wallet, with or without the User's authorisation, the User may permanently lose the BTC deposited

therein. The User acknowledges and accepts that the Company has no responsibility in relation to potential malfunctions of the Wallet or for unauthorised access to it.

### **13. Commencement and terms of payment of the fee**

As of the effective date of the Rental as indicated in the Order Form, the User shall be obliged to pay the Rental Fee according to the modalities indicated in the Order Form (the "Fee").

The User declares to have carefully assessed the appropriateness of the Fee and to deem the same to be fully compliant with the balance of the contractual synallagma of this Contract.

The Fee includes all costs incurred by the Company in order to offer the Rental relating to, but not limited to, hosting and repairs of the Miner.

The User acknowledges and agrees that the Fee is non-refundable (even in the event of termination of the Contract) unless the User exercises the right of withdrawal within 14 days of entering into the Contract.

### **14. Guarantee for the malfunction of the Miner**

The activation by the User of the accessory guarantee according to what is indicated in the Order Form will cover any defects of the Miner deriving from software and hardware malfunctions but not also from Force Majeure Events. In this regard, in the event of application of the aforementioned accessory guarantee, the Company will credit the User in the Wallet with the amount of BTC Extraction due pursuant to the Agreement despite the occurrence of the conditions of application of the aforementioned accessory guarantee.

### **15. Prohibition of assignment of the Agreement and prohibition of sub-rental**

#### **15.1. Prohibition of assignment of the Agreement**

The User may not assign the Agreement to third parties, 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 of business branch, demerger, merger.

## **15.2. Prohibition of renting the Miner to third parties**

The User is not authorized to sub-rent the Miner and / or the Hashing Power generated by the same to third parties and will continue until Termination to assume full and exclusive responsibility towards the Company for the correct fulfilment of the obligations referred to in this Agreement.

## **16. Termination by the Company and Penalty**

The Company may terminate the Agreement by sending the User an e-mail or a registered letter with return receipt sent in advance via e-mail to the address indicated in the Order Form, in the event of:

- (a) failure and / or incorrect payment of the Fee, as provided for pursuant to art. 11 of the Agreement;
- (b) violation of the prohibition of assignment of the Agreement, as provided for pursuant to art. 15 of the Agreement;
- (c) non-compliance and / or violation of the provisions relating to guarantees and indemnities pursuant to art. 18 of the Agreement;
- (d) failure by the User to fulfil the obligation pursuant to art. 20 of the Agreement;
- (e) violation of the obligation of confidentiality of the Confidential Information, as required by art. 22 of the Agreement;
- (f) Force Majeure Event whose effects on the Company last 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 for the Mining and / or generation of Hashing Power;

- (i) 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 communication sent by the Company pursuant to this article.

In the event of termination of the Agreement 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 is fair and non-reducible, as of now renouncing any action, objection or claim aimed at obtaining its reduction.

## **17. Withdrawal**

The Company may withdraw from the Agreement by sending a written communication, 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 withdrawal communication.

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

## **18. Warranties and Indemnity**

### **18.1. User Warranties**

The User represents and warrants that through the Rental he / she intends to carry out the BTC Mining only on his / her own account, 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 the latter from time to time in order to correctly fulfil its anti-money laundering and counter-terrorist financing obligations.

### **18.2. Warranty on the risks associated with Mining**

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

### **18.3. Prohibition of Denigration**

Until the Termination of the Agreement and for a period of 12 months thereafter, the User agrees not to take any action that has the purpose of damaging SWAG OÜ as well as its reputation. Such actions include but are not limited to disparaging comments, statements that question the character, honesty, integrity, morality, image of SWAG OÜ in relation to any aspect of the operation of its business. The obligations of this article extend to the shareholders, directors, employees, representatives of SWAG OÜ. For the violation of the prohibition of denigration, the User will be required to pay SWAG OÜ a penalty of € 10,000.00 (ten thousand euros / 00), subject to 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.

### **18.4. 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 activity 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 / her use of the rental services.

### **18.5. Additional Warranties**

The User warrants and represents (i) not to import the Miner into any member state of the United Nations or into any country subject to any OFAC sanctions program; (ii) to use Hashing Power only in compliance with all applicable laws and regulations; (iii) that he / she is not a director, agent, employee currently subject to OFAC, EEAS or OFSI sanctions; (iv) not to directly or indirectly use the Hashing Power, nor to 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; (v) not to sub-lease nor resell nor lease the Hashing Power to natural or legal persons subject to OFAC, EEAS or OFSI sanctions.

#### **18.6. Exclusion of warranty**

Swag does not, not even through its shareholders, directors, officers, employees and representatives, make any warranties, expressed or implied, of merchantability, fitness for service for a particular purpose, of uninterrupted or error-free access, of accuracy, reliability, capability or safety, absence of delays and failures to the fullest extent permitted by law, EXCEPT FOR THE PURPOSE PROVIDED FOR BY THIS AGREEMENT. In no event shall Swag be liable for any unauthorized use of the service.

#### **18.7. Limitation of liability**

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

- (a) any 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 blockage, damage, theft and / or other unlawful acts) attributable to the negligent conduct of Mining Pools or of third parties;
- (b) damages resulting from 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 the unauthorized access to the Wallet;
- (e) damages resulting from misuse of the Rental;
- (f) damages resulting from a change in regulation or operating rules as well as in the value of the BTC;

- (g) damages resulting from the User's failure to report his / her BTC Personal Mining for tax purposes;
- (h) 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.

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

IN NO EVENT SHALL SWAG'S TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED 10% OF THE FEE.

#### **18.8. Indemnity**

The User undertakes to keep Swag and each shareholder, director, employee and representative 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 subject and / or Authority following any non-compliance and / or violation of the obligations assumed under the Agreement or deriving from illegal use, negligence, failure to comply with the applicable legislation or improper use of the Mining and BTC by the User and / or his successors in title and / or third parties.

#### **19. Notices**

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

as for Swag: e-mail [support@swagyourlife.com](mailto:support@swagyourlife.com);

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

#### **20. User obligations**



The User undertakes to fulfil all the obligations relating to the traceability of the financial flows for which he / she is responsible according to the provisions of the legislation applicable to him / her.

To this end, the User agrees to notify Swag of each digital wallet in his/her possession by transmitting communication to the Company aimed at indicating the public key of said digital wallets.

The User represents and warrants to indemnify as well as hold harmless the Company from any liability and/or prejudice and/or claim of third parties directly or indirectly connected with and/or consequent to the violation by the User of the obligation set forth in this Article.

## **21. Processing of personal data**

Pursuant to the European Regulation n. 679/2016 (hereinafter the "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 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.

## **22. Confidentiality**

### **22.1. Scope of the confidentiality obligation**

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

### **22.2. 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”).

### **22.3. Confidentiality obligations of the User 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 to prejudice the confidentiality of Confidential Information of which he / she will become aware;
- (b) not to disclose / transmit / disclose / communicate in any way to third parties - including any related legal persons / affiliated / subsidiaries / parent companies - 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 Company's Legal Representative;
- (e) to use the Confidential Information solely to evaluate one's interest in entering into this Agreement, 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 he / she will become aware and to use every means to stop the unlawful conduct as soon as possible;
- (g) to communicate in advance by certified e-mail, any circumstance on the basis of which he / she detects risks for the protection of the confidentiality of the 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 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 it.

#### **22.4. Exclusions**

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

- (a) that at the time it is communicated to the User, is already in the public domain, or becomes 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 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 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, so as to allow Swag to evaluate the opportunity for an opposition action.

#### **22.5. Responsibility and burden of proof 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 he / she undertakes 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 the violation of the confidentiality obligations referred to in this article.

In the event of litigation 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 of the User's wilful or negligent act and of the chargeability to the latter of the damage suffered; in hypothesis it will therefore be the User who will have to exclude, where the conditions are recognized, his / her own responsibility, demonstrating, among other things, the traceability of the damage to a fact not attributable to himself / herself.

## **22.6. 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 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.

Each copy / reproduction of the Confidential Information that Swag has allowed the User to make 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) termination 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 termination of the permitted use.

## **23. Applicable law and competent Court**

The Agreement 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 Agreement and that it is not possible to settle directly between the Parties themselves in an amicable way, the court having exclusive jurisdiction will be the Harju County Court.

## **24. Final provisions**

### **24.1. Repeal of previous agreements between the Parties**

The Agreement repeals and replaces any previous agreement, written or verbal, between the Parties on the subject matter.

#### **24.2. Change in contractual conditions**

Any changes to these General Conditions shall be subject, under penalty of nullity, to specific written agreement between the Parties.

If some clauses of the Agreement or parts of them are 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.

#### **24.3. Swag tolerance**

Any tolerance by the Company in relation to User 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 the obligations and the observance of all the terms and conditions provided under the Agreement.

#### **24.4. Prevalence of the English version**

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

## **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.