



Swag
Enrich
your life

Rental terms and conditions

Physical Person YIELD MINING

v.03.22

ARTICLE 1. RENTAL AGREEMENT

1.1 Contractual framework

The RENTAL agreement (hereinafter referred to as the "Agreement") consists of (i) the ORDER FORM (ii) these RENTAL TERMS & CONDITIONS (iii) the ORDER SUMMARY (iv) the privacy policy, which are a substantial and integral part thereof. In case of conflict between these RENTAL TERMS & CONDITIONS and the ORDER FORM, the latter shall prevail.

1.2 Identification code

The ORDER FORM, the RENTAL TERMS & CONDITIONS as well as the ORDER SUMMARY, which integrate the same Contract, are marked by the same identification code.

ARTICLE 2. AGREEMENT DRAWING UP

2.1 Relevance of the ORDER FORM

The Order Form contains a summary of the main information relating to each rented Equipment, the rental fee and the duration of the Agreement. The User declares that, prior to transmitting and signing the Order Form, it has read the RENTAL TERMS & CONDITIONS in their entirety and accepts their contents in full. A copy of them shall be stored in the User's reserved area on the domain site www.swagyourlife.com. The User also acknowledges and accepts that the conclusion of the contract is subject to the express acceptance of the ORDER FORM by SWAG OÜ. Once the contract has been concluded, SWAG OÜ shall send the User a summary ORDER SUMMARY of the information contained in the ORDER FORM by e-mail.

2.2 Means of exchange of consent to the entering into the Agreement

For the purpose of concluding the Agreement, the Parties agree that the transmission of the ORDER FORM and of these RENTAL TERMS & CONDITIONS may take place by telematic means. The Parties therefore waive the right to dispute and/or raise exceptions regarding the authenticity and legal and evidentiary validity of the means of transmission used to exchange the ORDER FORM and the GENERAL CONDITIONS OF RENTAL.

ARTICLE 3. DEFINITIONS

3.1 Definitions and terms

In addition to the terms and expressions that may be defined in other clauses of the Agreement, for the purposes of the Agreement, the terms and expressions listed below shall have the meaning indicated below for each of them, it being specified, however, that terms defined in the singular shall also be understood to be defined in the plural and vice versa:

Equipment means the hardware and IT equipment that generates the Hashing Power rented in the Mining Pool and whose technical characteristics are included in the ORDER SUMMARY.

BTC refers to the virtual currency called Bitcoin, further described at <http://bitcoin.org>.

EEAS means European External Action Service which manages the EU's diplomatic relations with countries outside the EU and conducts the EU's foreign and security policy.

Force Majeure means any act or event beyond the reasonable control of SWAG OÜ, including, without limitation, strikes, lockouts or other industrial action by third parties, civil unrest, riots, invasions, terrorist attacks or threats of terrorist attacks, war (whether declared or not) or threat or preparation for war, fire explosions, storms, floods, earthquakes, subsidence, epidemics or other

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

Hashing Power means the actual daily average nominal computing power generated by the Equipment, which is used to perform mathematical calculations to validate transactions entered into a block of a blockchain protocol and chained with the previous block without any change in the data entered.

Mining Pool means the site where the Hashing Power extraction activity takes place, which site is owned by BITFURY, BITRIVER or third parties as specified in the ORDER SUMMARY.

Mining means the process of creating new BTC, to the extent determined, upon resolution of the mathematical algorithms necessary to certify the validity and inalterability of the information contained in a block or registry of the blockchain platform.

OFAC means Office of Foreign Asset Control of the U.S. Department of the Treasury, which 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, persons 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 or Office of Financial Sanctions Implementation means the office responsible for, inter alia, imposing financial sanctions in the UK.

BTC Production means the activity of mining BTC or portions thereof by a Mining Pool as a reward for discovering the hash that becomes the header of the block that chains it to the previous blockchain.

Technology means hardware and its characteristics and mode of operation, trade secrets, know-how, inventions (whether patentable or not), techniques, processes, programs, ideas, algorithms, schematics, test procedures, software design and architecture, computer code, internal documentation, design and function specifications, product requirements, problem reports, analysis and performance information, software documents and other information, technical, commercial, product, marketing and financial plans and data, methods, equipment and processes that are published, distributed and exploited to facilitate the use of the Services and include without limitation software/hardware and other infrastructure mining, software tools, user interface designs and any derivatives, enhancements, extensions developed or provided by SWAG OÜ or third party suppliers.

WALLET SWAGGY means the User's BTC wallet and its public key provided to SWAG OÜ in a protected form.

ARTICLE 4. OBJECT OF THE AGREEMENT

4.1 Equipment and Hashing Power subject of the Agreement

The object of this Agreement is to rent the Hashing Power as well as the Equipment or portions thereof, indicated in the ORDER SUMMARY, in the number corresponding to that specified therein (hereinafter, in the plural and singular "Equipment" or "Portion of Equipment"). The same, as far as is specified, incorporate automated systems capable of performing (in addition to any other) the particular functions typical of BTC Production from Mining. This Agreement does not transfer to the User any ownership rights in the Equipment or any right, title or interest in the Technology. SWAG

does not grant the User any licence, express or implied, nor any copyright, patent or any other intellectual property right embodied in the Technology.

ARTICLE 5. DURATION OF RENTAL

5.1 Duration and starting date of rental

Each Equipment or portion thereof shall be deemed to be rented for the duration specified in the ORDER FORM commencing from the date of receipt of the first monthly accounting of Hashing Power.

ARTICLE 6. SPECIFICATIONS OF THE EQUIPMENT

6.1 Equipment manufacturing and commissioning requirements

The Equipment complies with the manufacturing and commissioning requirements of the relevant regulations. If SWAG OÜ intends to locate and/or operate the Equipment in mining pools with registered offices in non-EU countries, SWAG OÜ guarantees the compliance of such pools with the various regulations applicable there.

6.2 Declarations of the User concerning the characteristics of the Equipment

The User declares that it is familiar with the characteristics of the Equipment and that it considers the Equipment to be suitable for its intended use.

6.3 Faculty of SWAG OÜ to change the original characteristics of the Equipment

SWAG OÜ reserves the right to make changes to the original characteristics of the Equipment, provided that such changes do not impair its functionality and do not significantly alter the determination of the Hashing Power.

ARTICLE 7. DELIVERY OF THE EQUIPMENT

7.1 Terms of delivery of the Equipment

The delivery of the Equipment on behalf of the User to the Mining Pool must take place within 6 months of the closure of the reservation lot by the User. In the event of a delay in delivery, the User is therefore excluded from making any claims against SWAG OÜ for contractual termination and/or compensation and/or reimbursement of sums paid. In the event of delays of more than 15 (fifteen) working days - provided that these delays are due to the exclusive responsibility of SWAG OÜ and are not due, even partially, to other causes (such as, but not limited to, unforeseeable circumstances, force majeure, negligence on the part of the User, the carrier or third parties) shall be entitled to refuse to rent only those Equipment that has not yet been received, with the obligation to notify SWAG OÜ of this in writing, under penalty of forfeiture, before SWAG OÜ takes steps to carry out the delayed delivery.

7.2 Method of delivery of the Equipment

The method of delivery of the Equipment is set out in the ORDER SUMMARY.

ART. 8 - PRELIMINARY CHARGES

8.1 Installation of the Equipment

The User delegates the task of installing the Equipment or parts thereof to SWAG OÜ, which will carry out this task on behalf of the User at its own expense using qualified personnel.

8.2 Electricity

In order to benefit from the functions of the Equipment set out in the technical and operating manuals, SWAG OÜ undertakes to activate and maintain the electricity supply at its own expense for the duration of the rental period.

ARTICLE 9. OBLIGATIONS OF THE PARTIES

9.1 Obligations regarding the safe keeping of the Equipment

SWAG OÜ, as caretaker of the Equipment, undertakes to:

- a) not to use the Equipment for illegal purposes or to commit unlawful activities;
- b) to use the Equipment in accordance with its specific purpose and in compliance with the prescriptions and technical/operating instructions contained in the manuals;
- c) to place the Equipment in suitable locations free from specific risks concerning safety and accident prevention;
- d) not to alter the original state of the Equipment;
- e) to carry out regular cleaning operations of all parts of the Equipment with the help of Mining Pool's specialised technical staff.

ARTICLE 10. FULL-SERVICE MAINTENANCE

10.1 "Full-Service" Maintenance Service

The "Full-Service" rental includes, subject to the limits and conditions specified below, the "Full-Service Maintenance Service".

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

The Full-Service Maintenance Service includes all ordinary and extraordinary maintenance work necessary, regardless of the origin and cause of the fault, to restore the normal functionality of the Equipment 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.

10.3 Provision of the Full-Service Maintenance Service by other group companies

SWAG OÜ may delegate the provision of the Full-Service maintenance service to other companies within the group or to third parties with whom it has collaborative relationships for this purpose.

10.4 Timing of the Full-Service Maintenance Service

SWAG OÜ undertakes to carry out full service maintenance within a maximum period of 30 (thirty) working days from the arrival of the faulty equipment and/or individual components at the Mining Pool.

10.5 Cases of exclusion from the Full-Service Maintenance Service

The Full-Service Maintenance Service is excluded:

- a) in the event of failure relating to components other than those constituting the original equipment of the Equipment.
- b) in the event of destruction of the Equipment (by which is meant the serious failure of the main components of the Equipment, which cannot be repaired by preserving the identity of the latter).

10.6 Verification of recurrence of cases of exclusion from the Full-Service Maintenance Service

The User accepts that it is for the exclusive and unquestionable judgement of SWAG OÜ to assess whether the grounds for exclusion from the Full-Service Maintenance Service, as set out in paragraph 10.5 above, actually exist, and waives the right to raise any objections or reservations in this respect.

ARTICLE 11. THEFT, LOSS AND DESTRUCTION OF THE EQUIPMENT

11.1 Obligation to report the theft/loss/destruction of the Equipment

SWAG OÜ is obliged to inform the User without delay of the theft, loss or destruction of the Equipment, necessarily in writing by e-mail; if such events are the consequence of an illegal act on the part of the Mining Pool or third parties, SWAG OÜ is obliged to enclose a copy of the report filed with the competent authorities.

ARTICLE 12. RENTAL FEE

12.1 Amount, starting date and method of payment of the rental fee

For each piece of Equipment or portion thereof, the User is obliged to pay the rental fee indicated in the ORDER FORM in monthly instalments, starting from the beginning of the respective rental period, at the intervals established therein. The User declares that it has carefully assessed the adequacy of the rental fee charged by SWAG OÜ and that it considers the same to be fully in line with the balance of the contractual symmetry of this Agreement. The rental fee includes all costs incurred by SWAG OÜ for the hosting and repair of the Mining Infrastructure. The rental fee is non-refundable (even in the event of termination of this Agreement for any reason), unless the User exercises its right to cancel within 14 days of signing these General Rental Terms and Conditions.

12.2 Crediting of BTC Production to the SWAGGY Wallet.

For the duration of the contract the BTC Production shall be mandatory credited to the Swaggy Wallet in the name of the User at the exchange rate of the date of crediting according to the Bitcoin Price Index verifiable within your personal area of www.swaggyapp.com. The User is responsible for the maintenance and protection of the SWAGGY Wallet. If the User forgets or loses the access credentials to the SWAGGY Wallet or if others access the same, with or without the User's authorization, the User may permanently lose the BTC deposited therein. SWAG has no liability for any failure of the SWAGGY Wallet or unauthorised access to it.

12.3 Obligation of punctual and full payment of the sums due under the Agreement

The payment of the rental fees as well as any other amount due under these RENTAL TERMS & CONDITIONS shall be made on the due dates specified in the ORDER FORM.

ARTICLE 13. WARRANTY FOR THE MALFUNCTION OF THE EQUIPMENT

13.1 Warranty for risks related to the Equipment

The activation by the User, at the time of signing the proposal contained in the ORDER FORM, of the ancillary warranty shall cover any defects in the Equipment resulting from software and hardware malfunctions but not also from Force Majeure events. As a result, the User will be credited with the amount of Mining on the SWAGGY Wallet in accordance with the provisions of Article 12.2 despite

the occurrence of events of blocking, suspension or breakdown of the Equipment generated by the causes referred to in the preceding paragraph.

ARTICLE 14. PROHIBITION OF TRANSFER OF THE AGREEMENT AND PROHIBITION OF RENTAL OF THE EQUIPMENT TO THIRD PARTIES

14.1 Prohibition of transfer of the Agreement

The User may not transfer this Agreement to third parties without the prior written consent of SWAG OÜ, including through corporate transactions such as, but not limited to, transfer, lease, usufruct, transfer of a company and/or business unit, demerger, merger.

14.2 Prohibition of leasing the Equipment to third parties

The User is not authorised to lease the Equipment to third parties and shall continue to bear full and exclusive responsibility towards SWAG OÜ for the correct fulfilment of its obligations under this Agreement. Nor shall the User, without the prior written consent of SWAG OÜ, sub-let to third parties or otherwise dispose of or lease the Hashing Power in whole or in part.

ARTICLE 15. TERMINATION OF THE CONTRACT - WITHDRAWAL

15.1 Cases of contractual rescission

SWAG OÜ, without prejudice to any other initiative provided for in these RENTAL TERMS & CONDITIONS, has the right to terminate the Contract in the cases expressly provided for as grounds for contractual termination and in the event of violation by the User of the obligations set out in the following clauses 12. 1, 12.2, 14.1, 14.2, 16.1, 16.2, 16.3, 16.4, 16.5, 16.6, 18.1 and 21. The termination, in the event, will take effect upon receipt by the User of the written communication in which SWAG OÜ declares its intention to exercise this right. Should a force majeure event occur that affects the fulfilment of SWAG OÜ's obligations to provide services under this Contract for a period of more than six months, SWAG OÜ shall be entitled to terminate the contract at its sole discretion and simultaneously cease to provide services to the User.

15.2 Payment of charges up to the date of termination

In the event of termination of the Contract by SWAG OÜ, the User is obliged to pay the rental fee and any other amount due under the Contract up to the date of the said termination. If the rental fee is not debited from the SWAGGY Wallet due to insufficient funds or for any other reason, SWAG OÜ will be entitled to withdraw from the Contract with immediate effect. This will result in the simultaneous suspension of the crediting of the BTC Production as well as the User's waiver of the sums paid up to that point as rental fees or other amounts due under the Agreement.

15.3 Extra Effectiveness Post Termination

Sections 14, 16, 21, 22 of these RENTAL TERMS & CONDITIONS shall remain effective notwithstanding the termination of this Agreement until the end of the tenth year following the termination, for whatever reason, of the relationship between the Parties.

15.4 Right of withdrawal by SWAG OÜ

SWAG OÜ is entitled to withdraw from the Agreement at any time by notifying the User in writing at least fifteen (15) days prior to the effective date of the withdrawal

- (i) in the event of force majeure;
- (ii) if the User has been declared insolvent;

- (iii) in the event of excessive electricity costs;
- (iv) in the event that the User fails to complete the KYC process within one month from the signing of these RENTAL TERMS & CONDITIONS (by way of example but not limited to, non-existence of subjective requisites, insertion during registration, etc.).

ARTICLE 16. WARRANTIES AND INDEMNITY

16.1 User's warranties on the personal production of BTC

The User acknowledges that through the rental they are carrying out the Production of BTC solely on their own behalf, at their own risk and exclusively for their own benefit. Since the provision of services may involve the assumption of risks related to money laundering and terrorist financing, whenever the User receives rental services, SWAG OÜ may request additional information as a condition for the provision of the aforementioned services, reserving the right to terminate this Agreement immediately if such information is not provided and to report such conduct to the competent authorities.

16.2 Guarantee of the risks associated with Mining

By using the Services, the User acknowledges states and guarantees that it has sufficient technical information and understands the risks associated with Mining. They further acknowledges, declares and warrants that they have made an independent decision based on the information available to them, having duly read the section <https://www.swagyourlife.com/comunicati-autorita-di-vigilanza-riferimentinormative/>.

16.3 Denigration Ban

During the duration 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 OÜ as well as its reputation. Such actions include but are not limited to disparaging remarks, statements questioning the character, honesty, integrity, morality, image of SWAG OÜ in relation to any aspect of the operation of its business. The obligations in accordance with this Section 16.3 extend to the shareholders, directors, employees and representatives of SWAG OÜ. In the event of a breach of the prohibition of disparagement, the User shall be obliged to pay SWAG OÜ a penalty of €10,000.00 (ten thousand euro), without prejudice to compensation for any further damage. The User expressly acknowledges the fairness and congruity of the amount of the penalty, waiving as of now any action, objection or claim aimed at obtaining its reduction.

16.4 Restrictions on use

The User undertakes not to use the services or content or information provided through the services provided by SWAG OÜ to conduct business or activities or solicit the performance of any activity for illegal, fraudulent, unauthorised or improper purposes. The User undertakes 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 relation to the use of the rental services.

16.5 Additional Warranties

The User warrants and declares to:

- (i) not to import the Equipment into any member state of the United Nations or any country subject to any sanctions program by OFAC;
- (ii) to use the Hashing Power solely in accordance with all applicable laws and regulations;

- (iii) that are neither a director, agent, employee nor currently subject to sanctions by OFAC, EEAS or OFSI;
- (iv) 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 U.S., U.K. or EU sanctions
- (v) not to sublet or resell or lease the Hashing Power to any person or entity subject to OFAC, EEAS or OFSI sanctions.

16.6 Waiver on claims against SWAG OÜ

The User voluntarily, irrevocably and unconditionally waives the right to file any kind of lawsuit, legal action, charge, demand, complaint or claim of any kind arising from this Agreement against SWAG OÜ and against any shareholder, director, employee and representative of SWAG OÜ in connection with the services described as in Art. 4 of these Rental Terms & Conditions

16.7 Exclusion of warranty

SWAG OÜ does not provide, not even through its shareholders, directors, officers, employees and representatives, any kind of guarantee, either express or implied, of marketability, suitability of the service for a particular purpose, uninterrupted or error-free access, accuracy, reliability, capacity or security, absence of delays and faults to the maximum extent permitted by law. Under no circumstances shall SWAG OÜ be liable for any unauthorised use of the service.

16.8 Liability limitation

SWAG OÜ is not liable towards the User

- (i) for direct, indirect, consequential, incidental, punitive or special damages (including damages for loss of BTC production, interruption of services, loss of information, errors or failures resulting from hardware or software malfunctions, operational blockage, damage, theft and/or other tortuous acts) attributable to the negligent conduct of Mining Pools or third parties.
- (ii) for damages arising from failure to comply with the terms of this Agreement;
- (iii) for damages resulting from any act or omission of any person acting not directly under the control of SWAG OÜ;
- (iv) damages arising from unauthorised access to the SWAGGY Wallet;
- (v) damage arising from the improper use of the services of SWAG OÜ;
- (vi) damage resulting from a change in legislation or operating rules as well as the value of BTC;
- (vii) damages resulting from the User's failure to declare the personal production of BTC for tax purposes.

SWAG OÜ shall furthermore not be liable for any failure or delay in the performance of any of its obligations to provide services under this Contract caused by a Force Majeure event.

IN NO CASE SHALL SWAG OÜ'S TOTAL ASSUMED LIABILITY UNDER THIS AGREEMENT EXCEED 10% OF THE RENTAL FEE.

16.9 Indemnity

The User undertakes to hold SWAG OÜ 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 claims of any kind, actions or claims brought by any

interested party and/or any other person and/or authority as a result of any non-compliance and/or breach of obligations under these RENTAL TERMS & CONDITIONS or as a result of illegal use, negligence, non-compliance with applicable legislation or misuse of Mining and BTC by the User and/or their assignees and/or third parties.

ARTICLE 17. COMMUNICATIONS

17.1 Addresses to be used for communication purposes

All written communications between the Parties, required or permitted by these RENTAL TERMS & CONDITIONS, unless individual clauses provide for specific methods of transmission, shall be considered valid if they are sent to the following addresses:

- To SWAG OÜ: e-mail: support@swagyourlife.atlassian.net;
- To the User: please refer to the references provided during registration by the User on the domains owned by SWAG OÜ.

ARTICLE 18. OBLIGATION OF THE USER

18.1 Financial flow tracking obligation

The User commits to fulfilling all the obligations regarding the traceability of financial flows for which they are responsible, informing SWAG OÜ of each Wallet they own; the User is obliged to indemnify and hold harmless SWAG OÜ from any responsibility and/or prejudice and/or claim by third parties directly or indirectly connected to and/or consequent to the violation of the aforementioned obligation.

ARTICLE 19. FINAL PROVISIONS

19.1 Repeal of previous agreements on the subject matter of the Agreement

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

19.2 Alteration of the Conditions of the Agreement

Any modification of these RENTAL TERMS & CONDITIONS or of the Rental Agreement shall be the subject, under penalty of nullity, of a specific written agreement between the Parties. Should some clauses of the Contract or parts thereof be null and/or invalid, this shall not affect the validity of the remaining clauses and/or parts, which shall therefore remain fully valid and effective.

19.3 Tolerance of SWAG OÜ towards violations of the contractual conditions

SWAG OÜ's tolerance of conduct by the User that violates the conditions of this Agreement does not constitute a waiver of the rights arising from the violated provisions or of the right to demand the exact fulfilment of all obligations and compliance with all terms and conditions of this Agreement.

19.4 Prevalence of the English version

The English version of these Rental Terms & Conditions is legally binding between the Parties and prevails over any other translation.

ARTICLE 20. PROCESSING OF PERSONAL DATA

Pursuant to European Regulation 679/2016 (hereinafter the "Regulation") the User is informed that SWAG OÜ acts as Data Controller for the processing of personal data. The Parties acknowledge that

the Agreement is concluded after acceptance of the Privacy Policy by the User. The User is responsible for the truthfulness and correctness of the personal data entered on the websites or domains owned by SWAG OÜ. Notwithstanding the provisions of Art. 15.4 of the Rental Terms & Conditions, it is understood that SWAG OÜ shall not be liable for any damage, delay or inconvenience caused by the incorrectness and/or accuracy of the personal data entered at the time of registration and/or subsequently modified.

ARTICLE 21. CONFIDENTIALITY

21.1 Scope of the confidentiality obligations

The User undertakes to keep the contents of this Agreement strictly confidential and to use them solely for the purpose of its execution. The User also undertakes to keep strictly confidential the information received from SWAG OÜ concerning the Equipment covered by the Contract, its functional and/or operational characteristics and the commercial projects relating to it.

21.2 Definition of confidential information

Confidential information is understood to mean all news, knowledge, data, models, projects, prototypes, know-how, products, technical and IT systems, deeds, documents and all other information, of whatever kind and nature and without any limitation as to the type of material medium, that SWAG OÜ discloses to the User (hereinafter "Confidential Information").

21.3 Confidential Information undertakings

The User undertakes

- (a) to take all necessary and appropriate measures in order to maintain and not prejudice the confidentiality of Confidential Information of which they will become aware;
- (b) not to disclose/transmit/disseminate/communicate in any way to third parties - including any associated/affiliated/controlling legal persons - the Confidential Information;
- (c) not to publish Confidential Information in any way or for any reason whatsoever;
- (d) not to copy and/or reproduce Confidential Information without the prior written consent of the Legal Representative of SWAG OÜ;
- (e) to use the Confidential Information solely for the purpose of assessing its own interest in concluding this Agreement, to the exclusion of any other and different use;
- (f) to notify SWAG OÜ without delay, in writing and by certified e-mail, of any unauthorised use or disclosure of Confidential Information that comes to its attention, and to do everything in its power to put an end to such unauthorised conduct as soon as possible
- (g) to communicate in advance, by means of certified e-mail, any circumstance from which they detect risks to the protection of the confidentiality of Confidential Information;
- (h) to refrain from carrying out, by virtue of and as a result of the Confidential Information received, any act or conduct that might be detrimental to SWAG OÜ diversion or hoarding of customers;
- (i) not to use the Confidential Information received from SWAG OÜ, either directly or indirectly, in competition with SWAG OÜ.

21.4 Exclusions

Confidential Information does not include information

- (a) which, at the time they are communicated to the User, are already in the public domain, or become so for reasons that have nothing to do with a breach by the User of their obligations under this Agreement;
- (b) which the User proves to be in possession of prior to the date of signing this Agreement;
- (c) which SWAG OÜ excludes in advance from the application of the secrecy obligations in this Agreement by means of a written communication signed by its Legal Representative;
- (d) that must be disclosed by order of the Judicial Authorities; in this case it shall be the responsibility of the User to inform SWAG OÜ in advance of the request, in order to allow SWAG OÜ to evaluate the advisability of an opposition action.

21.5 Liability and burden of proof in the event of a breach of confidentiality obligations

The User assumes direct responsibility towards SWAG OÜ for any breach of confidentiality obligations and therefore undertakes to indemnify and hold harmless SWAG OÜ for any direct and/or indirect damages and expenses that SWAG OÜ may incur as a result of the breach of obligations. In the event of a dispute arising from an alleged violation of the obligations of confidentiality, SWAG OÜ is hereby released from its obligation to prove that the User has acted intentionally or negligently and that the damage is attributable to the User; in this case, the User shall be obliged to exclude their own liability if they can prove, among other things, that the damage is attributable to an event for which they are not responsible.

21.6 Prohibition of Reproduction of Confidential Information and Duty of Return/Destruction

All Confidential Information, in whatever form, is and remains the exclusive property of SWAG OÜ. Under no circumstances may the User copy or reproduce Confidential Information without the prior written consent of the Legal Representative of SWAG OÜ and, in the event that such consent is given, the copies or reproductions must be marked with the relevant confidentiality and ownership information. Every copy or reproduction of the Confidential Information that SWAG OÜ has allowed the User to make in the manner described above shall in any case be deemed to be the exclusive property of SWAG OÜ and shall be returned or destroyed, at SWAG OÜ's discretion, upon the occurrence of the first of the following events:

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

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

ARTICLE 22. APPLICABLE LAW AND JURISDICTION

22.1 Applicable Law

This Rental Agreement shall be governed exclusively by Estonian law. For all that is not expressly provided for herein, the rules of the Estonian Civil Code shall apply.

22.2 Place of jurisdiction

The Harju County Court shall have exclusive jurisdiction over any dispute that may arise between the Parties regarding the interpretation, validity and execution of the Agreement and that cannot be settled directly between the Parties.

BY ACCEPTANCE

The User declares to have read and specifically approved the following clauses: 2.2 Means of exchange of consent to the entering into the Agreement; 4.1 Equipment and Hashing Power subject of the Agreement; 5.1 Duration and starting date of rental; 6.1 Equipment manufacturing and commissioning requirements ; 7.1 Terms of delivery of the Equipment 7.2 Methods of delivery of the Equipment; 10.5 Cases of exclusion of the Full-Service Maintenance Service; 10.6 Verification of recurrence of cases of exclusion from the Full-Service Maintenance Service; 15.1 Cases of contractual rescission; 15.2 Payment of charges up to the date of termination; 15.3 Extra Effectiveness Post Termination ; 15.4 Right of withdrawal by SWAG OÜ ; 16.1 User's warranties on the personal production of BTC ; 16.2 Guarantee of the risks associated with Mining; 16.3 Denigration Ban ; 16.4 Restrictions on use; 16.5 Additional Warranties; 16. 6 Waiver of claims against SWAG OÜ; 16.7 Exclusion of warranty; 16.8 Liability limitation; 16.9 Indemnity; 20 Processing of Personal Data; 21.5 Liability and burden of proof in the event of breach of confidentiality obligations; 22.1 Applicable law; 22.2 Place of jurisdiction.

FOR ACCEPTANCE
