



**Swag**  
Enrich  
your life

# General terms and conditions physical person rental WITH WARRANTY

**v.03.22**

## **ARTICLE 1. RENTAL AGREEMENT**

### **1.1 Contractual framework**

The RENTAL contract (hereinafter referred to as the "Contract") is made up of (i) the ORDER FORM (ii) these GENERAL CONDITIONS OF RENTAL (iii) the ORDER SUMMARY (iv) the privacy policy, which are a substantial and integral part thereof. In case of conflict between these GENERAL CONDITIONS OF RENTAL and the ORDER FORM, the latter shall prevail.

### **1.2 Identification code**

The ORDER FORM, the GENERAL CONDITIONS OF RENTAL as well as the ORDER SUMMARY, which integrate the same Contract, are marked by the same identification code

## **ARTICLE 2. DRAWING UP THE CONTRACT**

### **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 Contract. The User declares that, prior to transmitting and signing the Order Form, he/she has read the GENERAL CONDITIONS OF RENTAL and accepts their contents in full. A copy of them will be stored in the User's reserved area on the domain site [www.swagyourlife.com](http://www.swagyourlife.com).

The User also acknowledges and accepts that the execution of the contract is subject to the express acceptance of the ORDER FORM by SWAG OÜ. Once the contract has been finalised, SWAG OÜ shall send the User a summarised ORDER SUMMARY of the information contained in the ORDER FORM by e-mail.

### **2.2 Means of exchange of consensus for the conclusion of the Contract**

For the purpose of finalising the Contract, the Parties agree that the transmission of the ORDER FORM and of these GENERAL CONDITIONS OF RENTAL may take place by electronic 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 Nomenclature**

In addition to the terms and expressions which may be defined in other clauses of the Contract, for the purposes of the Contract, the terms and expressions listed below shall have the meanings set out below for each of them, it being understood that terms defined in the singular form shall also be understood as defined in the plural form 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 concatenate it with the previous block without any change in the data entered.

**Mining Pool** means the site where the Hashing Power is mined, which site is owned by BITFURY, BITRIVER or third parties as specified in the ORDER STATEMENT.

**Mining** means the process that allows the creation of 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 register of the blockchain platform.

**OFAC** (Office of Foreign Asset Control of the US Treasury Department) means the body that administers and enforces economic and trade sanctions based on US foreign policy and national security objectives against foreign countries and regimes, terrorists, international drug traffickers, persons engaged in activities related to the proliferation of weapons of mass destruction, and other threats to US national security, foreign policy, or the economy.

**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, programmes, ideas, algorithms, schematics, test procedures, software design and architecture, computer code, internal documentation, design and function specifications, product requirements, problem reports, analysis and performance information, benchmarks, software documents and other information, technical, business, product, marketing and financial plans and data, methods, apparatus 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 CONTRACT**

### **4.1 Equipment and Hashing Power subject of the Contract**

This Agreement relates to the hire of the Hashing Power and the Equipment or portions thereof, as set out in the ORDER SUMMARY, in the number specified therein (hereinafter, in the plural "Equipments" and in the singular "Equipment" or " Part of Equipment"). The same, as far as is specified, incorporate automated systems capable of performing (in addition to any others) 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. RENTAL PERIOD**

### **5.1 Duration and starting date of rental**

Each piece of Equipment or portion thereof shall be deemed to be rented for the duration specified in the ORDER FORM, starting from the date of receipt of the first monthly accounting of Hashing Power. In the event that the User decides to opt for the minimum duration of 12 months, the same may renew the contract at the same rental fee only for a subsequent period of the same duration.

## **ARTICLE 6. CHARACTERISTICS OF THE EQUIPMENT**

### **6.1 Equipment manufacturing and installation 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 Right 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 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 Luminaires that have 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 Delivery of the Equipment**

The terms of delivery of the Equipment are set out in the ORDER SUMMARY.

## **ARTICLE 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 its own behalf and 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 safekeeping of the Equipment**

SWAG OÜ, as custodian 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 Responsibility for the provision of the Full Service via other group companies**

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

### **10.3 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.

### **10.4 Cases of exclusion from the Full Service Maintenance Service**

The Full Service Maintenance Service is excluded:

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

10.5 Verification of the occurrence of the cases of exclusion of 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 10.4 above actually exist, and waives the right to raise any objections or reservations in this respect.

#### **10.6 Fee for the Full Service Maintenance Service**

As consideration for the Full Service Maintenance Service, SWAG OÜ will deduct a percentage of 30% of BTC Production from each piece of Equipment rented, which will vary according to the booking lot.

### **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 in full the rental fee indicated in the ORDER FORM on the dates set out therein. The User declares that it has carefully assessed the adequacy of the rental fee charged by SWAG OÜ and that it considers it to be fully compliant with the balance of the synallagmatic contract 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 the BTC Production on the SWAGGY Wallet**

Throughout the duration of the contract the BTC Production (fixed or variable according to what is proposed in the ORDER FORM) will be obligatorily credited to the Swaggy Wallet in the name of the User at the exchange rate of the date of the credit according to the Bitcoin Price Index published on [www.coinmarketcap.com](http://www.coinmarketcap.com). The User is responsible for the maintenance and protection of the SWAGGY Wallet. If User forgets or loses login credentials for SWAGGY Wallet or if others access SWAGGY Wallet, with or without User's permission, 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 GENERAL CONDITIONS OF RENTAL shall be made in advance at the times specified in the ORDER FORM.

### **ARTICLE 13. WARRANTY FOR THE MALFUNCTION OF THE EQUIPMENT**

#### **13.1 Warranty for the protection of 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 CONTRACT AND PROHIBITION OF RENTAL OF THE EQUIPMENT TO THIRD PARTIES**

### **14.1 Prohibition to transfer the Contract**

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 to rent the Equipment to third parties**

The User is not authorised to hire out 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 sell or lease the Hashing Power in whole or in part.

## **ARTICLE 15. TERMINATION OF THE CONTRACT - WITHDRAWAL**

### **15.1 Cases of contractual termination**

SWAG OÜ, without prejudice to any other initiative provided for in these GENERAL CONDITIONS OF RENTAL, 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.

In the event of a force majeure event that affects the fulfilment of SWAG OÜ's obligations to provide services in accordance with 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 shall be required to pay the rental fee and any other amount due under the Contract, including the sums referred to in Article 10.7 of these GENERAL CONDITIONS OF RENTAL, until the date of the said termination.

### **15.3 Ultra Post Termination Effectiveness**

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

### **15.4 Right of withdrawal of SWAG OÜ**

SWAG OÜ is entitled to withdraw from the Contract at any time by notifying the User in writing at least 15 (fifteen) days prior to the effective date of withdrawal (i) in the event of force majeure; (ii) in the event that the User is 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 General Rental Conditions (by way of example, lack of subjective requirements, incorrect personal data entered during registration).

With the exception of point (iv) of this Article 15.4, in relation to which the User shall be entitled to the reimbursement of the rental fee minus a penalty corresponding to 3% of the rental fee, the exercise by SWAG OÜ of its right of withdrawal shall not entitle the User to make any claims for indemnity or compensation. The User expressly agrees that the amount of the penalty as defined in this Clause 15.4 is fair and non-reducible, and hereby waives any action, objection or claim for reduction.

## **ARTICLE 16. WARRANTIES AND INDEMNITY**

### **16.1 User's warranties on the personal production of BTC**

The User acknowledges that through the rental he is carrying out the Production of BTC only on his own behalf, at his own risk and exclusively for his 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 they have sufficient technical information and understand the risks associated with Mining. Further acknowledge state and guarantee 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-riferimenti-normativi/>

### **16.3 Prohibition of Denigration**

During the duration of the Contract and for a period of 12 months thereafter, the User agrees not to take any action aimed at damaging 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 euros), 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**

You warrant and represent (i) that you will not import the Equipment into any member state of the United Nations or any country subject to any sanctions program by OFAC; (ii) that you will use the



Hashing Power solely in accordance with all applicable laws and regulations; (iii) that you are neither a director, agent, employee 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 US, UK or EU sanctions; and (v) not to sublet or resell or lease the Hashing Power to any person or entity subject to sanctions by OFAC, EEAS or OFSI.

#### **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 in Art. 4 of these General Rental Terms.

#### **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 shall not be liable to 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 unlawful 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) damages arising 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) damages arising from the misuse of SWAG OÜ services; (vi) damages arising from a change in legislation or operating rules as well as the value of BTCs; (vii) damages arising from the User's failure to declare for tax purposes the personal production of BTCs. SWAG OÜ shall also not be liable for any failure to perform or delay in performing any of the obligations to provide services under this Agreement caused by a Force Majeure event.

UNDER NO CIRCUMSTANCES SHALL SWAG OÜ'S TOTAL CUMULATIVE 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 blameless and indemnified against 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 the present GENERAL CONDITIONS OF RENTAL or as a result of illegal use, negligence, non-compliance with applicable legislation or misuse of Mining and BTC by the User and/or its 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 GENERAL CONDITIONS OF RENTAL, unless individual clauses provide for specific methods of transmission, shall be considered validly made if sent to the following addresses:

- For SWAG OÜ: e-mail [info@swagyourlife.com](mailto:info@swagyourlife.com)

- For 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 Obligation of tracking financial flows**

The User commits to fulfilling all the obligations regarding the traceability of financial flows for which he is responsible, and to inform SWAG OÜ of each Wallet he owns; the User is obliged to indemnify and hold harmless SWAG OÜ from any responsibility and/or prejudice and/or claims of third parties directly or indirectly connected to and/or resulting from the violation of the aforementioned obligation.

## **ARTICLE 19. FINAL PROVISIONS**

### **19.1 Repeal of previous agreements on the subject matter of the Contract**

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

### **19.2 Variation of the Contract Conditions**

Any variation of these GENERAL CONDITIONS OF RENTAL or of the Rental Contract 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 Contract 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 Contract.

### **19.4 Prevalence of the English version**

The English version of these General Terms and 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 Contract is concluded after 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 OÜ. Notwithstanding the provisions of Art. 15.4 of the General Terms and Conditions of Hire, 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 related business plans.

### **21.2 Definition of confidential information**

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

### **21.3 Commitments relating to Confidential Information**

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 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 lead to diversion or hoarding of customers to the detriment of SWAG OÜ;

(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 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 its 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 breach 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 its own liability, provided that it can prove, among other things, that the damage is attributable to an event for which it is not responsible.

### **21.6 Prohibition of Reproduction of Confidential Information and Duty of Restitution/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 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 Contract 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 enter into the Contract; 4.1 Equipment and Hashing Power subject of the Contract; 5.1 Duration and commencement of the rental; 6.1 Requirements for manufacture and commissioning of the Equipment; 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 the recurrence of the cases of exclusion of the Full Service Maintenance Service; 10.7 Fees for the Full



Service Maintenance Service 15.1 Cases of contract termination; 15.2 Payment of charges up to the date of termination; 15.3 Ultra-effectiveness after termination; 15.4 SWAG OÜ's right to terminate the contract; 16.1 User guarantees on the personal production of BTC; 16.2 Guarantee on the risks associated with Mining; 16.3 Prohibition of disparagement; 16.4 Restrictions on use; 16.5 Additional Guarantees; 16.6 Waiver of claims against SWAG OÜ; 16.7 Exclusion of warranty; 16.8 Limitation of liability; 16.9 Indemnity obligations; 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 Jurisdiction.

**BY ACCEPTANCE**

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