

SWAG

Terms and conditions
Promoter

GIVEN THAT

These General Terms and Conditions of Contract, together with the documents attached there to and indicated under point C) below, govern the contractual relationship between SWAG OÜ, with registered office in Harju Maakond, Tallin – Tartu mnt 83, 10117 - Estonia - registered in the Commercial Register with number 14762080 (hereinafter "SWAG" or the "Company") and the Promoter for the provision of the "Service" or the "Services") as described below.

The Company, holder of the domain site www.swagyourlife.com, intends to promote the subscription by Users of rental contracts as well as service contracts concerning the exchange and distribution platform for prepaid cards and collateral services, via the Promoter.

The Promoter is willing to sign this contract consisting of the documents indicated below: (i) these General Conditions including the contract appointing the person responsible for the processing of personal data; (ii) The commission tables and the compensation plan available in the document area of the virtual office of each Promoter; (iii) The privacy policy; (iv) The anti-money laundering policy.

All this being said, the following is agreed and stipulated.

ARTICLE 1. PURPOSE OF THE CONTRACT

1.1 The Company entrusts the Promoter, which it accepts, with the task of permanently promoting on behalf of the Company, without the power of representation, the execution of rental contracts as well as service contracts relating to the exchange and distribution platform for prepaid cards and collateral services, including the appendixes which form an integral part thereof and which the Parties declare to know and accept.

1.2 By accepting these Terms and Conditions, the Promoter undertakes to enclose within fourteen (14) days a photographic document showing the possession of a valid identity document or passport.

By accepting these General Terms and Conditions, the Promoter declares and confirms:

- That you have reached the age of adulthood;
- That they reside in a country in which SWAG Services are available.
- Have accepted this contract and its appendixes electronically.
- That it is not bound to third parties by any non-competition agreement;
- That the performance of the activity described in these Terms and Conditions does not conflict or give rise to any conflict of interest with the work and/or commercial and professional activity of the Promoter, if any, and that the Promoter is in possession of the authorisation of the employer and/or partners or other third parties to perform the assignment.

ARTICLE 2 - DURATION, WITHDRAWAL, RENEWAL

This contract has duration of one year, with tacit and automatic renewal upon expiration, except as provided for in Article 5.1.

2.1 SWAG, at the time of signing this contract and on the date of subsequent renewals, will be entitled to debit the Promoter's Account with an amount that will be indicated in the Virtual Office section, as the annual administrative fee for the back office including order processing, shipping, returns, replacements and updating of web pages, unless the Promoter informs SWAG in writing by email to: termination@swagyourlife.com, sixty (60) days before the expiration date, of their intention to withdraw from the contract.

2.2 The Promoter may exercise the right to withdraw from this contract, without penalty and without specifying the reason, by sending an e-mail with confirmation of receipt within fourteen (14) working days from the date of signing the Order Form.

2.3 SWAG may exercise its right to withdraw from this contract at any time and for any reason/cause.



Without prejudice to compensation for damages, this contract is terminated by right if the Promoter: (i) makes false statements in connection with Clause 1.2 of this contract; (ii) is subject to bankruptcy or other insolvency proceedings, permanent cessation of work and/or permanent impediment; (iii) violates the obligation of confidentiality; (iv) carries out, either directly or through a third party, an activity in competition with that carried out by SWAG; (v) in the event of gross negligence in the performance of the assignment, if thirty (30) days have elapsed from the time when the Promoter has been warned by the Company and the dispute has not been remedied.

2.4 The Promoter is obliged to pay the equivalent value in BTC of Euro 100.00 as a fee for the annual administrative management of its virtual office. If this fee is not paid within 30 days of the annual deadline, the Promoter's activity is irreversibly terminated and its network passes to its direct superior in the structure.

ARTICLE 3 - DUTIES OF THE PROMOTER

3.1 In the execution of this agreement, the Promoter must act loyally and in good faith, fulfilling the task entrusted to it in accordance with the instructions received. The Promoter has no power of representation and therefore all Order Forms are subject to SWAG's approval.

3.2 If the Promoter is prevented from carrying out the assignment, he is obliged to inform the Company immediately.

3.3 The Promoter is obliged to attend the meetings and training courses held by SWAG in order to promote his professional development. It is entitled to purchase a training package that includes an online course programme.

3.4 The Promoter is also obliged to inform SWAG in good time of any acts of unfair competition or infringements of industrial property rights such as imitation and/or counterfeiting by third parties in connection with the Services.

3.5 The Promoter shall take care to comply with all legal provisions, including tax provisions, exempting the Company from any liability for any remuneration and contribution irregularities and any other economic benefit provided for by current legislations

3.6 For the entire duration of this Contract and for the following 2 years, the Promoter undertakes not to carry out, either on its own or through a third party, any activity in conflict and/or competition with the Services of Swag. the Promoter declares that the measure of the commissions indicated above must be understood as fully remunerative also for the non-competition agreement described.

3.7 By accepting these Terms and Conditions, the Promoter expressly agrees to: comply with all laws applicable to the performance of its activity;

- to carry out its activity as Promoter with honesty and integrity. In particular, not to engage in any misleading or illegal commercial practice.
- use only the Order Forms provided by SWAG, as well as the documents referred to in article 7.1 of the General Terms and Conditions User;
- not to grant Users any discounts, reductions or deferred payment terms beyond the limits set by SWAG;
- not to collect, except with SWAG's prior written consent, any amounts from Users in connection with duly executed Order Forms, nor to grant any discounts or deferred payment terms to Users;
- use SWAG's trade names, logos and trademarks for the sole purpose of advertising the Services in execution of this contract, subject to SWAG's prior authorisation and for the sole purpose of facilitating communication with Users for the use of the online platform. The Promoter undertakes not to register trademarks, brand names or distinctive symbols of SWAG, nor to act for the purpose of registering trademarks, brand names or distinctive symbols that may be confused with those of SWAG. This obligation also applies to the registration of any domain name;
- use banners/links for advertising purposes for the sole purpose of promoting the signing of contracts with Users with express prohibition to use such tools within any web



channel/forum/groups in a direct and explicit way.

- Do not associate any image created directly with SWAG Services.
- Do not use your own trade names, logos and trademarks within blogs and online groups (such as Telegram or whatsapp) even if they concern private groups. In particular, it is forbidden to refer to:
 - Percentages of income on SWAG packages, as no Swag product gives any kind of income. SWAG is, among other things, a community of Miners that rents computing power exclusively to extract Bitcoin.
 - The company structure is public and therefore available to anyone who wants to acquire it.
 - Corporate organizational structure.

3.8 The Promoter indemnifies the Company against any damage caused by the breach of contract by any other Promoter over which it has supervision.

3.9 The Promoter is free to participate in other multi-level marketing initiatives as long as they do not relate to the Services covered by this agreement, but may not promote similar Services to other Promoters or SWAG Users, on pain of violation of Art. 3.6 of this contract.

ARTICLE 4 - MODE OF EXECUTION

4.1 The Promoter will carry out its activities in full autonomy, organisational independence and initiative, autonomously bearing all costs and commissions deriving from the execution of this contract.

4.2 The terms of delivery and/or provision of the Services, indicated on the Order Form, are never exhaustive. The Company is always entitled to cancel the Order Forms in all cases of force majeure or in the event of impossibility to provide the Service.

4.3 The Company has the unquestionable right to accept or refuse the Order Forms. In case of refusal on the Order Form no commission accrues in favour of the Promoter nor can any right to compensation for damages be claimed.

ARTICLE 5 - FEES AND COMMISSIONS

5.1 The Promoter is obliged to pay the equivalent value in BTC of €(Euro) 100.00 for the annual administrative management of its virtual office.

5.2 For the activity performed and any obligation connected with this contract, the Company shall pay the Promoter the fees calculated on the basis of the Compensation Plan. These amounts will be paid in bitcoin with compulsory transfer to the ewallet opened by the Promoter itself on the Exchange Swaggy Platform and exclusively in the Promoter's name.

5.3 SWAG reserves the right to revise or amend the Policies and Procedures and the Compensation Plan, at any time at SWAG's sole discretion, and the Promoter accepts that such amendments will come into force. Notification of the amendments will be published in official SWAG documents, including the Company's official website; the Promoter undertakes to check, on a regular basis, all communications and/or newsletters and/or publications sent to it. It is understood that the continuation of activity in SWAG as a Promoter or the acceptance of bonuses or commissions will constitute acceptance of all amendments to the Agreement, as well as to the Policies and Procedures and the Compensation Plan.

5.4 All expenses and charges incurred by the Promoter for the performance of the assignment are considered included in the commission and do not give any right to claims for reimbursement. The payment of commissions is made for each accounting period. The amount of the accrued commission shall be sent to the Promoter together with the statement of account within twenty (20) days following each accounting period and shall be deemed to be definitively approved if the Promoter does not make any objections within the following three (3) days.



ARTICLE 6 - DIVESTITURE

6.1 Due to the fiduciary nature of the relationship characterised by *intuitu personae*, this contract is not disposable and transferable to third parties. Any disposal of this contract must be approved in writing in advance by SWAG.

ARTICLE 7 - WAIVER

7.1 The failure of one of the parties to contest, even repeated, the failure or incorrect performance, even repeated, of one or more of the obligations under this agreement, or the tolerance of the same, does not in any way constitute a waiver of the rights granted by this agreement, nor acceptance of the failure or incorrect performance and does not in any way deprive the party of the right to demand full and timely performance of the aforementioned obligations.

ARTICLE 8 - CONFIDENTIALITY

8.1 The Promoter is obliged to maintain the utmost confidentiality with regard to information concerning the Company, including SWAG's sale network which constitute commercial, confidential and proprietary secrets. The Promoter is not permitted to use the reports for any purpose other than the development of the business. In particular, the Promoter must not disclose the information contained in the reports to third parties or use the reports to compete with SWAG, recruit or solicit other Promoters or Users to participate in other multi-level marketing initiatives.

8.2 The parties agree that the confidentiality obligation shall apply beyond the term of this contract,

ARTICLE 9 - AMENDMENTS

9.1 SWAG reserves the right to revise or amend the compensation plan at any time at its sole discretion.

9.2 Changes will be published in SWAG's official documents, including the Company's official website; the Promoter therefore undertakes to check all communications and/or newsletters and/or publications sent by SWAG on a daily basis.

9.3 It is understood that, notwithstanding the provision in point 9.1 above, the continuation of the Promoter's activities is subject to the acceptance of bonuses or commissions as well as all amendments to the compensation plan.

ARTICLE 10 - PROCESSING OF PERSONAL DATA

10.1 SWAG processes the personal data of the Promoter in accordance with EU Regulation 2016/679, after having duly accepted the Privacy Policy.

ARTICLE 11 - USE OF NAME AND IMAGE

11.1 The Promoter hereby authorises SWAG to use the name, image, personal history for advertising or promotional purposes and waives all claims for compensation for such use.

ARTICLE 12 - FINAL PROVISIONS

12.1 This contract replaces any previous contract, agreement or commitment, whether oral or written, between the Parties relating to the same subject matter.

12.2 The undersigning of this contract does not imply any agency relationship, mandate and subordinate work, nor does it give rise to any form of company, association in participation, co-interest or, in any case, associated exercise of business activities between the Parties, nor does it imply any contract of work and/or services.

ARTICLE 13 - JURISDICTION

For any dispute concerning the interpretation, execution, fulfilment, termination of this contract the Court of Tallin shall have exclusive jurisdiction.



APPENDIX 1- CONTRACT OF APPOINTMENT AS DATA CONTROLLER

SWAG OÜ with registered office in Harju Maakond, Tallin – Tartu mnt 83, 10117, Estonia entry in the Tallin Register of Companies with number 14762080, in the person of the Legal Representative p.t., hereinafter referred to as "SWAG" for short

On one side

And

The Promoter, whose identification data were verified by SWAG at the time of Digital Identification

The other side

(SWAG and the Promoter may subsequently be referred to individually and cumulatively as the "Party" or "Parties" respectively).

GIVEN THAT

- a) The Parties have signed a contract under which the Promoter has undertaken to carry out on behalf of SWAG, without any power of representation, the execution of rental contracts as well as service contracts relating to the exchange and distribution platform for prepaid cards and collateral services referred to in the domain platform www.swagyourlife.com and www.swaggyapp.com, with effect from acceptance of the General Terms and Conditions of the Promoter (hereinafter the "Contract");
- b) The execution of the services covered by the Agreement may involve the processing of personal data of Users by the Promoter on behalf of SWAG;
- c) The Promoter declares that it possesses experience, technical skills and resources that enable it to implement adequate technical and organisational measures to ensure compliance with the regulations on the protection of Personal Data;
- d) The Promoter has expressed its willingness to act as Data Processor pursuant to Article 28 of Regulation (EU) 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data - General Regulation on the Protection of Personal Data (hereinafter, "GDPR" or "Regulation");
- e) This appointment contract includes the minimum content that the deed of designation as Person in Charge as required by art. 28.3 of the GDPR;
- f) SWAG and the Promoter are also hereinafter referred to as "Holder" and "Person in Charge" respectively;

**GIVEN THAT, WHICH FORMS AN INTEGRAL PART OF THIS CONTRACT,
THE FOLLOWING IS AGREED AND STIPULATED**



Terms and Conditions Promoter

Art. 1 - DEFINITIONS

For the purposes of this contract, with regard to definitions, the Parties refer to those contained in art. 4 of the Regulations.

Art. 2 - APPOINTMENT OF PERSON IN CHARGE FOR THE PROCESSING, IDENTIFICATION OF THE DATA OBJECT OF THE PROCESSING AND THE CATEGORIES OF INTERESTED PARTIES

Pursuant to art. 28 of the Regulations, SWAG appoints the Promoter, who accepts, responsible for the processing of personal data connected to the provision of the Services covered by the Contract referred to in the introduction.

Art. 3 - PURPOSE, METHODS AND PLACE OF PROCESSING BY THE PERSON IN CHARGE

The Personal Data referred to in art. 2 will be processed by the Person in Charge for the entire duration of the Contract, including by electronic means, for the purposes referred to in said contract.

The PERSON IN CHARGE, upon express request by SWAG, may carry out only the processing operations indicated in the above contract.

Art. 4 - PERSON IN CHARGE OBLIGATIONS

In execution of this contract, the Person in Charge undertakes to:

- a) Process the data referred to in art. 2 exclusively for the purposes specified in art. 3 and on the basis of instructions from the Data Controller, as resulting from this appointment and the Contract, or given by SWAG by e-mail or in any case in writing. It may only have recourse to sub-controllers for all or some of the processing operations and activities provided for herein in the event of prior and specific written authorization by SWAG;
- b) Having performed appropriate risk analysis (and taking into account, in particular, the risks arising from the destruction, loss, modification, unauthorized disclosure or access, accidentally or illegally, to Personal Data transmitted, stored or otherwise processed), to identify and adopt, on the basis of the Services referred to in Articles 2 and 3 of the General Terms and Conditions User), appropriate technical and organisational measures to ensure a level of security appropriate to the risk, taking into account, inter alia, the type of processing, the purposes pursued, the context and specific circumstances in which the processing takes place, as well as the applicable technology and implementation costs. Such measures shall include:
 - c) The ability to ensure the continued confidentiality, integrity, availability and resilience of the systems and services that process Personal Data;
 - d) The ability to promptly restore the availability and access to Personal Data in the event of a physical or technical accident;
 - e) Procedures to evaluate over time the adequacy of security measures;
 - f) Other measures agreed between the Parties when contracting the Services;
 - g) to inform the Holder, in the manner prescribed by the Contract or normally existing between the Parties, of any security incident, without undue delay and in any case no later than sixteen (16) hours from the time the incident occurred. It shall be the responsibility of SWAG to verify whether or not the security incident communicated involves, accidentally or illegally, the destruction, loss, modification, unauthorized disclosure or access to Personal Data transmitted, stored or otherwise processed. In this case, the Person in Charge is required to provide all necessary cooperation to the Holder in relation to the fulfilment of the obligations on the same to notify the Authority of the aforementioned violations pursuant to art. 34 of GDPR or to communicate the same to the data subjects pursuant to art. 34 of GDPR.



- h) within the limits of the contracted Services and indicated in Appendix 1, to provide the Holder with any element useful for the execution, by the latter, of the data protection impact assessment, if the same is required to carry it out pursuant to art. 35 of GDPR, as well as any collaboration in carrying out any prior consultation with the Guarantor pursuant to art. 36 of GDPR.
- i) identify in writing its employees appointed to process the Personal Data of which SWAG is the holder by means of specific letters of appointment, identifying the permitted scope of processing and providing them with instructions suitable for the purpose, in particular by binding them to confidentiality on all information acquired in the performance of their activity, including for the period following termination of the employment relationship. The Manager is also required to take care of their training, supervise their work and communicate to the Data Controller, upon specific request, the updated list of the same.
- j) To make available to the Holder all the information necessary to demonstrate compliance with the obligations under the aforementioned regulations and/or the instructions of the Holder under this designation contract;
- k) To assist SWAG in complying with the requests of the data subjects with regard to the rights granted to them by Chapter III of the Regulations, namely: right of information, access, rectification, cancellation, limitation, portability and opposition to processing;
- l) To inform SWAG immediately if an instruction from SWAG violates the Regulations or other data protection provisions;
- m) Keep a register of processing operations as a PERSON IN CHARGE pursuant to art. 30 of the Regulation.

Art. 5 - CONFIDENTIALITY

The Person in Charge undertakes to keep the data, documents, information and news of any kind, relating to SWAG or in any case provided by the same, of which he or she becomes aware on the occasion of the assignment, even after it has ceased, confidential and without any limitation in time or space. In particular, he may not communicate or disseminate any of the information, news, data and documents (unless expressly requested to do so by SWAG, the Privacy Guarantor or other authority), hand them over to third parties free of charge or against payment, or use them for any purpose, including that of third parties.

Art. 6 - FREE OF CHARGE

It is understood that this designation does not imply any right for the Person in Charge to a specific compensation or indemnity or reimbursement for the work performed, nor to an increase in the compensation due to him under the Contract with SWAG.

Art. 7 - INDEMNITY AND LIABILITY (MANLEVE)

The Parties, each to the extent of their competence, agree to indemnify and liability each other against any damages, charges, costs, and/or expenses that may arise as a result of legal disputes, administrative proceedings or out-of-court disputes of any kind, actions or claims brought against them by the parties concerned and/or any other person and/or authority as a result of any failure to comply with the provisions of GDPR and/or in violation of their obligations under this contract. It is understood that, where the Person in Charge has fully performed the tasks assigned to them under this contract and the obligations of GDPR specifically directed to the Persons in Charge, SWAG will in any case be liable for damages caused by the processing carried out in violation of the law, if it unjustifiably refuses to carry out the necessary actions reported by the Person in Charge and/or to take the measures suggested by the same also in accordance with the provisions of this contract.

Art. 8 - CONTROLS AND VERIFICATIONS BY THE HOLDER



The Person in Charge shall allow the Holder to exercise the power of control and inspection, providing all necessary cooperation in the audit activities carried out by the Holder itself or by another person appointed or authorised by the latter, with the aim of checking the fulfilment of the obligations and instructions set out in this contract, within the limits of no. two (2) audits per year concerning the documentary aspects proving the fulfilment of the obligations undertaken by this appointment. In any case, the Person in Charge makes himself available to evaluate, also economically, any further requests, both from a quantitative and qualitative point of view, by the Owner. It is understood that any verification conducted pursuant to this paragraph must be carried out in such a way as not to interfere with the normal course of the Manager's activities and providing the latter with reasonable notice. The Person in Charge also undertakes to: carry out anything else that is reasonably useful and/or necessary in order to ensure the fulfilment of the obligations provided for by the applicable data protection legislation, within the limits of the tasks entrusted by this deed of appointment; promptly inform the Holder of any matter that is relevant to the law, in particular, by way of example and not exhaustive, in cases in which he or she becomes aware, in any way, that the legislation on the protection of personal data has been violated, or that the processing poses specific risks to the rights, fundamental freedoms and/or dignity of the data subject, as well as if, in his or her opinion, an instruction violates national or European Union legislation on data protection.

Art. 9 - PERSON IN CHARGE OF DATA PROTECTION (DPO - DATA PROTECTION OFFICER)

The Promoter shall designate a Data Protection Officer (DPO) from the date of application of the Regulation, if mandatory pursuant to art. 37 of the GDPR itself, and shall inform the other Party about such designation.

SWAG informs that it appointed the DPO on 01.03.2020, which will be available at: dpo@swagyourlife.com.

Art. 10 - RELATIONS WITH THE AUTHORITIES

The Person in Charge, upon request of the Holder, undertakes to assist the latter in its defence in the event of proceedings before the supervisory authority or the judicial authority.

Art. 11 - INSPECTIONS OF INTERESTED PARTIES

The Person in Charge is obliged to assist the Holder and to provide any information and/or document useful or appropriate to allow the Holder to process any requests of the interested parties, where technically possible according to the Services referred to in art. 2 and 3 of the General Terms and Conditions of the User.

Art. 12 - FURTHER RESPONSIBILITIES

The Person in Charge may use other data processors (hereinafter referred to as "Sub - in Charge") to carry out the processing activities (or part of them) that are the subject of this contract, imposing on them the same data protection obligations to which the Person in Charge is subject, in particular in relation to security measures, remaining liable to SWAG, only if previously authorised in writing and signed.

Art. 13 - DURATION

This contract shall enter into force conventionally on the date of acceptance of these General Terms and Conditions and their annexes and shall remain in force until the termination of the contract.

The Person in Charge, at the time of expiry of this contract and/or the activities/services or, in any case, in the event of termination - for whatever reason - of the effectiveness of this designation act, unless there is an obligation by law or national and/or EU regulations that provides for the storage of Personal Data, must interrupt all processing operations and must provide, at the choice



of the Holder, the immediate return to the same of the Personal Data or their full cancellation. In the event of a written request by the Holder, the Person in Charge is required to indicate the technical methods and procedures used for deletion/destruction.

Art. 14 - CONVENTIONAL FORM FOR ADDITIONAL OR DEROGATIONAL AGREEMENTS TO THIS CONTRACT AND SPECIFICATIONS

Any agreement that supplements or modifies the clauses of this contract or derogates from them or from the terms and/or conditions contained in its appendices shall not be valid unless made in writing by the Parties.

This agreement terminates and in all respects supersedes any prior or different oral or written agreement between the Parties relating to the subject matter of this contract.

References to laws, regulations, rules and provisions in general and/or measures of the Authority are made in relation to those in force, with the express agreement that any change, change, modification or updating of the above will automatically entail the obligation of the Parties to comply with the new factual and legal situation.

Any non-performance and/or conduct that differ from the provisions of this contract and its appendices, even if tolerated or not disputed by SWAG, shall not constitute a derogation from this contract, nor shall it be construed as tacit acceptance of such non-performance.

Neither Party shall be held liable if the performance of the respective service has become impossible by accident or force majeure.

Should a provision of this contract be declared null and void by any court or competent administrative body, the validity of the other provisions, which may in any case be exercised, shall not be affected by such cancellation.

Nothing in this contract constitutes or may be deemed to constitute a partnership between the Parties or constitutes or may be deemed to constitute a representative or employee of the other Party in any capacity whatsoever and neither Party has any authority or power to bind the other Party or to assume any obligation or create a liability for the other Party in any manner whatsoever.

For all matters not provided for in this appointment contract, the Parties expressly refer to the general provisions in force and applicable to the protection of personal data.

Art. 15 - APPLICABLE LAW

This contract shall be governed by Estonian law and Regulation (EU) 2016/679. The Services shall comply, in addition to Estonian law, also with the legal requirements in force in EU law where applicable.

Art. 16 - COMPETENT FORUM

For any dispute that may arise between the Parties in relation to this contract, the Court of Tallin shall have exclusive jurisdiction.

